

PHILIPPINE BIDDING DOCUMENTS

Supply, Delivery, Installation, and Commissioning of Various Sewing Machines for the Shared Service Facility (SSF)

Government of the Republic of the Philippines

Bidding No. 21-024 30 July 2021

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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

Supply, Delivery, Installation, and Commissioning of Various Sewing Machines for the Shared Service Facility (SSF)

1. The Department of Trade and Industry, through the General Appropriation Act for CY 2021 and/or continuing appropriations intends to apply the following items below being the ABC to payments under the contract hereunder projects.

Lot No.	Description	Approved Budget of the Contract (ABC)
1	Sewing and Edging Machines	PhP3,054,000.00
2	Embroidery Machines	PhP1,420,000.00
3	Cutting Machines	PhP1,946,000.00

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

- 2. The Department of Trade and Industry now invites bids for the **Supply**, **Delivery**, **Installation**, **and Commissioning of Various Sewing Machines for the Shared Service Facility (SSF) (Bidding No. 21-024)**. Delivery of the Goods is required within **sixty (60) calendar days**. Bidders should have completed, within **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).
- 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.

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 No. 5183.

- 4. Prospective Bidders may obtain further information from Department of Trade and Industry and inspect the Bidding Documents at the address given below during office hours from 8 AM to 5 PM, Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on **02 August 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos** (**PhP5,000.00**) for ABC amounting to more than PhP1,000,000.00 up to

PhP5,000,000.00, and **Ten Thousand Pesos (PhP10,000.00)** for ABC amounting to more than PhP5,000,000.00 up to PhP10,000,000.00. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or via electronic mail.

- 6. The Department of Trade and Industry will hold a Pre-Bid Conference on **09 August 2021, 9:30AM** through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Zoom Meeting link is contained in Section III (Bid Data Sheet).
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below, (ii) online or electronic submission as indicated below, or (iii) both on or before **9** AM of **23** August **2021**. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **23 August 2021, 9:30AM** at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Zoom Meeting link is contained in Section III (Bid Data Sheet). Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The bidders may submit their bids in any of the following form:
 - 10.1. Physical submission of the documents on the address stated below; or
 - 10.2. Electronic submission of bids with the following guidelines:
 - 10.2.1. The Bidder shall submit three (3) set of files of the same documents in PDF format, NOT EDITABLE, with different individual password before the set deadline. The Encryption Key and Password shall be submitted during the opening of the bids of the concerned bidder.
 - 10.2.2. The Bidder shall have the full responsibility on securing the files submitted are not corrupted. The DTI-BAC shall have three (3) attempts to open the submitted files.
 - If the first file was successfully opened, the two (2) remaining files shall be disregarded.
 - If the first file was corrupted, the DTI-BAC shall open the second file. If the second file was successfully opened, the first and third file shall be disregarded.
 - If the first and second file were corrupted, the third file shall be opened.
 - If the third file was corrupted, the bidder shall be automatically disqualified.
- 11. The Department of Trade and Industry 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.

12. For further information, please refer to:

Mary Ann D. Yulas Assistant Chief, Procurement Management Division Human Resource and Administrative Service Department of Trade and Industry G/F, Trade and Industry Building 361 Sen. Gil Puyat Avenue, Makati City Tel. No: +63 (2) 7791-3363/3367, Fax No: +63 (2) 895-3515 Email: <u>MaryAnnYulas@dti.gov.ph</u> Website: <u>www.dti.gov.ph</u>

13. You may visit the following websites:

For downloading of Bidding Documents: <u>https://notices.philgeps.gov.ph/</u> <u>https://www.dti.gov.ph/good-governance-program/transparency-</u> <u>seal/bac-resources/</u>

For online bid submission:

BACSecretariat@dti.gov.ph

30 July 2021

MARY JEAN T. PACHECO Assistant Secretary Chairperson DTI-Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Department of Trade and Industry, wishes to receive Bids, for the second time, for the **Supply, Delivery, Installation, and Commissioning of Various Sewing Machines for the Shared Service Facility (SSF)**, with identification number **21-022**.

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

a. The GOP through the source of funding as indicated below for 2021 in the amount of:

Lot No.	Description	Approved Budget of the Contract (ABC)
1	Sewing and Edging Machines	PhP3,054,000.00
2	Embroidery Machines	PhP1,420,000.00
3	Cutting Machines	PhP1,946,000.00

b. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

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 pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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:
 - i. 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

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

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 three (3) 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:
 - b. 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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

13. Bid and Payment Currencies

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 for **one hundred twenty** (**120**) **calendar days**. 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.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring 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 15 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.

20. Post-Qualification

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. Supply, Delivery, Installation, and Commissioning of Machines related to Sewing;			
	a. completed within three (3) years prior to the deadline for the submission and receipt of bids.			
	The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.			
7.1	Subcontracting is not allowed.			
8	The Department of Trade and Industry will hold a Pre-Bid Conference on 09August 2021, 9:30AM through video conferencing or webcasting via Zoom, which shall be open to prospective bidders.Join Zoom Meeting			
	https://zoom.us/j/91591343367?pwd=NkdQRVl0azNCTnNXaDVSMVMwbG 1HZz09 Meeting ID: 915 9134 3367			
	Passcode: 927928			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	a The amount of (based on total ABC of the lots which a bidder opts to bid) not less than 2%, if bid security is in cash; or			
	b The amount of (based on total ABC of the lots which a bidder opts to bid) not less than 5% if the bid security is in Surety Bond.			
15	 a. Physical Submission: Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid. b. Electronic Submission: Please refer to Section I (Invitation to Bid Clause 10). 			

17	Bid opening shall be on 23 August 2021, 9:30AM at the Center Conference Room, Trade & Industry Building, 361 Sen. Gil Puyat Avenue, Makati City and/or via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Join Zoom Meeting <u>https://zoom.us/j/97211469840?pwd=OVFiYmMvR0dTV2RhR3pY</u> <u>T1U0TVMwZz09</u> Meeting ID: 972 1146 9840 Passcode: 640122				
19.3	The lot(<i>s</i>) and reference is/are:				
	Lot No.	Description	Approved Budget of the Contract (ABC)		
	1Sewing and Edging MachinesPhP3,054,000.00				
	2 Embroidery Machines PhP1,420,000.00				
	3	3 Cutting Machines PhP1,946,000.00			

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 prior to 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 IV** (**Technical Specifications**) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for

these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause		
1	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, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."	
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. 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 terms specified in Section VI (Schedule of Requirements).		
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:	
	Regional Director Marcelina S. Alcantara	
	National Capital Region Office	
	Metrohouse Building	
	345 Sen. Gil Puyat Avenue, Makati City	
	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; 	

30 July 2021	
	 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.
	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Spare Parts –
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:
	Select appropriate requirements and delete the rest.
	a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
	b. in the event of termination of production of the spare parts:
	i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
	ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.
	The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost 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</i> here the time period specified. If not used indicate a time period of three times the warranty period].
	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 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	Payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

Section VI. 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.

Item Number	Description	Quantity	Delivered, Weeks/Months	Statement of Compliance
1	Sewing and Edging Machines	1 lot	60 c.d.	
2	Embroidery Machines	1 lot	60 c.d.	
3	Cutting Machines	1 lot	60 c.d.	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	LOT NO. 1	
	1. High Speed Sewing Machine (5 units)	[Bidders must
	-Single Needle Direct Drive Lock Stitches	state here
	-Reduces needle breakage, puckering and materials slippage with DFF	either
	-Elimination of oil stain due to the adaption of the sealed type oil pan	"Comply" or
	-Productivity improvement management by utilizing Lot	"Not Comply"
	-Lubrication Type – minimum lubrication	against each of
	-Application	the individual
	– for medium weight materials	parameters of
	- for heavy-weight materials	each
	*Max. Sewing speed	Specification
	- 5000sti/min*1	stating the
	- 4000sti/min*1	corresponding
	* Max. back Tacking speed	performance
	- 3000sti/min*1	parameter of
	- 3000sti/min*1	the equipment
	* Max. Stitch length	offered.
	- 5mm max. 7mm (default setting: 5mm)	Statements of
	* Thread trimming mechanism	"Comply" or
	- Single action trimming mechanism (ordinary type)	"Not Comply"
	- Double action trimming mechanism	must be
	Presser foot high	supported by
	Presser bar lifter: 6mm, knee Lifter: 13mm	evidence in a
	* Needle Bar stroke	Bidders Bid
	- 31mm – 35mmm	and cross-
	* Needle (DBx1)	referenced to
	#11-#18(Nm75*110) #10 #22 (Nm120 140)	that evidence.
	#19-#22 (Nm120-140)	Evidence shall
	* Height of feed dog .08mm-1.2mm	be in the form
	* Weight - 35kg	of manufacturer'
	* Motor - AC servo motor	s un-amended
	* Power	s un-amenaea sales
	- 100-110V (*2) 200V-230V, 380V-400V (*2) under 450VA	literature,
	* Stich length 2.0mm and under	unconditional
	*The transformer is required	statements of
	* Optional Parts / Hand switch <sb7924001< td=""><td>specification</td></sb7924001<>	specification
		and
	Contact Person: Carmelita Nuqui, Exec Director/ Mary Joy Barcelona	compliance
	Contact Nos. 0920 949 9920/0999 692 6163	issued by the
	email address: melnuqui@gmail.com/maryjoybarcelona@yahoo.com	manufacturer, samples,

Location: Unit 3, 3rd Floor Bocobo Commercial Center 1253 J. Bocobo	independent
St. corner Padre Faura St. Ermita, 1000 Manila	test data etc.,
Cooperator: Development Action for Women Network, Inc. (DAWN)	as
Cooperator. Development Action for Women Actwork, Inc. (DAWA)	appropriate. A
2. Piping Interlock (Cylinder Walking Foot Design) (1 unit)	statement that
- Cylinder bed type Fully automatic lubricating system with new design ail filter for higher	
- Fully automatic lubricating system with new design oil filter for higher	supported by
efficiency	evidence or is
- Simple adjustable differential feed ration by external lever	subsequently
- Simple application change in multi-application model (-31/-41) by	found to be
changing the attachment device	contradicted
	by the evidence
Contact Person: Carmelita Nuqui, Exec Director/ Mary Joy Barcelona	presented will
Contact Nos. 0920 949 9920/0999 692 6163	render the Bid
email address: melnuqui@gmail.com/maryjoybarcelona@yahoo.com	under
Location: Unit 3, 3rd Floor Bocobo Commercial Center 1253 J. Bocobo	evaluation
St. corner Padre Faura St. Ermita, 1000 Manila	liable for
Cooperator: Development Action for Women Network, Inc. (DAWN)	rejection. A
SSF PROJECT: Weaving and Sewing Facilities for Sikap-Buhay	statement
(SIKHAY) Project	either in the
	Bidder's
3. Button Hole (1 unit)	statement of
- Upgraded electric button hole – It enhances the sewing quality with	compliance or
preventing thread breakages and insufficient thread tightening	the supporting
- Beautiful finishes eaven fine patterns, operator friendly, environment-	evidence that
conscious, less sewing troubles	is found to be
- High productivity – equipped with	false either
- Minimum resolution of needle zigzag is fined to 0.05mm, preventing	during Bid
the fuzz caused by the cutter. It's capable for various fine sewing	evaluation,
patterns.	post-
- Equipped with liquid crystal display and indicates display.	qualification
- Application	or the
- Woven articles such as shirts, blouses, work clothes and ladies attire	execution of
- Knitted article such as under wears, sweaters, cardigans and jerseys	the Contract
- Maximum sewing speed 4,000 sti/min	may be
- Zigzag mechanism – pulse motor	regarded as
- Feed mechanism – pulse motor	fraudulent and
- Work clamp lifter mechanism – pulse motor	render the
- Height of work clamp – Max. 13mm (adjustable)	Bidder or
- Cutter drive motor – Double position solenoid	supplier liable
- Lower thread holding device – standard equipment	for
- Bobbin presser – Standard equipment	prosecution
- Standard pattern shapes - 21 types	subject to the
- No. of standard sewing pattern -50	applicable
- Max. No. of stitch/program – 999 stitches (overall cycle program stitch	laws and
no. 3,000 stitches)	issuances.]
- Needle	_
- 2 (Schmetz 134 Nm90)	
- 3 (Schmetz 134 Nm75)	
- Data Storage method – SD card (No guarantees of operation can be	
given for any media)	
- Power supply	

- Single phase 110V/220V	
0 1	
- 3 phase 220V/ 380V/ 400V	
(for single-phase 100V and 3 phase 380) - Cutter size	v/400v the trans box is required)
- Cutter size - 6.4mm (1/4)	
- 0.4mm (1/4) - 9.5mm (3/4)	
- Cutter	
- S51117-001	
- \$51290-001	
- Flat cutter	
- SO1271-001	
- Needle Hole	
- 2 (1.2mmS) (1.4mmS) (1.6mmS)	
- 3 (1.2mm) (1.4mm) (1.6mm)	
- Button Hole	
- 2 (16mm) (25mm) (32mm)	
- 3 (16mm) (25mm) 32mm)	
Contact Person: Carmelita Nuqui, Exec Contact Nos. 0920 949 9920/0999 692 6	5 5
email address: melnuqui@gmail.com/ma	
Location: Unit 3, 3rd Floor Bocobo Con	••••
St. corner Padre Faura St. Ermita, 1000	
Cooperator: Development Action for We	
SSF PROJECT: Weaving and Sewing F	
(SIKHAY) Project	I I I I I I I I I I I I I I I I I I I
4. Flatbed High Speed Machine (1 uni	(t)
- Maximum Sewing Speed - 6,000 spm	
- Maximum stitch length - 4.4 mm	
- Differential rate - 0.5- 1.3 mm	
- Presser foot lift - 5.0 mm	
- Fully automatic lubricating system with efficiency	n new design oil filter for nigner
	n model $(21/41)$ by changing
- Application change in multi-applicatio the attachment device	in moder (-51/-41) by changing
Contact Person: Carmelita Nuqui, Exec	Director/ Mary Joy Barcelona
Contact Nos. 0920 949 9920/0999 692 6	
email address: melnuqui@gmail.com/ma	
Location: Unit 3, 3rd Floor Bocobo Con	
St. corner Padre Faura St. Ermita, 1000	
Cooperator: Development Action for We	
SSF PROJECT: Weaving and Sewing Fa	acilities for Sikap-Buhay
(SIKHAY) Project	
5. Hi-Speed Sewing Machine (15 units))
- Application: Medium-weight	7
- Max. sewing speed: 5,500 Stitches per	Minute
- Max. stitch length: 5mm	
- Needle bar stroke: 30.7mm	
- Lift of the presser foot by hand: 5.5mm	1

- Lift of the presser foot: 13mm - Needle (at the time of delivery): DB×1 (#14) #9~#18 / 134 (Nm90) - Feed dog: 4-row (3-row) - Hook: Automatic-lubricating full-rotary hook - Lubrication: Automatic - Lubricating oil: equivalent to ISO VG7 - Weight of the machine head: 28kg Contact Person: Richard D. Arceno, Managing Director Contact Nos. 8806 5023/7505 4605 Location: Camia St. Libis, Area A, Brgy. 175, Camarin, Caloocan City Cooperator: Bigay Buhay Multi-Purpose Cooperative SSF Project: Enhancement/Expansion of bigay Buhay Multi-Purpose **Cooperative Sewing Center** 6. Single Needle- Lock Stitch Needle Feed Machine (1 unit) - Application – For light -to medium-weight materials - Max sewing speed – 5,000 sti/min - Max stitch length – 4.5mm Contact Person: Julius Domingo Contact Nos. 8929 3665/0927 858 7603 Location: #61 Masikap Ext. Brgy. Central, Diliman, Quezon City Cooperator: CustomMade Crafts Center, Inc. SSF Project: SSF on Sewing, Bag Making and Product Finishing 7. Post bed type Machine (1 unit) - Stitch Length: free - Over edge width: 1.5mm - 6mm - Pressure Foot Lift: Up to 7mm - Differential Feed Ratio: 1:0.6 – 1:2. - 1 year warranty - 4 hours training for the use of the machine - Delivery term 60 CD Contact Person: Julius Domingo Contact Nos. 8929 3665/0927 858 7603 Location: #61 Masikap Ext. Brgy. Central, Diliman, Quezon City Cooperator: CustomMade Crafts Center, Inc. SSF Project: SSF on Sewing, Bag Making and Product Finishing 8. Interlock Stich Piping Sewing Machine (1 unit) Application - Max. Speed: 6,000sti/min - Stitch Length: 3mm - Pressure Foot Lift: Up to 5mm - Differential Feed Ratio: 1:0.6 – 1:2. Contact Person: Julius Domingo Contact Nos. 8929 3665/0927 858 7603

Location: #61 Masikap Ext. Brgy. Central, Diliman, Quezon City	
Cooperator: CustomMade Crafts Center, Inc.	
SSF Project: SSF on Sewing, Bag Making and Product Finishing	
9. 4 THREADS OVEREDGER MACHINE (1 unit)	
Specifications: - Stitch type – 2 needle 4 thread	
high speed overlock stitch machine	
- Apply to light and medium weight material	
- Max sewing speed – 6000 RPM	
- Stitch length $-0.8 \sim 4.0$ mm	
Contact Person: Julius Domingo	
Contact Nos. 8929 3665/0927 858 7603	
Location: #61 Masikap Ext. Brgy. Central, Diliman, Quezon City	
Cooperator: CustomMade Crafts Center, Inc.	
SSF Project: SSF on Sewing, Bag Making and Product Finishing	
10 Electrical Charles New Helt and Freedom (4). And any offer the dama	
10. Flatbed Single Needle Low Feed with Automatic Under Trimming & Back Tacking Bag Upper Stitch Sewing Machine	
(6 units)	
- Sewing Speed – Up to 4,000spm	
- Lifting of Processor Foot (Hand knee) –Up to 5 5/13 mm	
- Stitch Length – up to 5 mm	
- Needle Bar Stroke – up to 35 mm	
- Needle system – DB x 1 #21 (#19-#23)	
- Power Requirement – Single phase, 220V,60hz	
- Servo Motor	
- Dimensions – Manufacturer's Specifications - CE certification	
- Outlet 2 gang compatible	
- Spare parts (Accessories, oiler, bobbins, allen, screw driver, screws)	
- Specification plate	
- Manual	
``	
Contact Person: Melody Marcelo	
MBLAI Finance Officer	
Cooperator: Manufacturers of Bags and Leathergoods Association (MBLAI)	
contact nos. 0917 509 6779	
Locator: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	
11. Post Bed Single Needle Low Feed Sewing Machine (3 units)	
- Power requirements – Single PH, 220V, 60hz	
- Max Speed Sewing – up to 2400spm	
- Max Stitch Length – up to 5mm - Lift of Presser Foot(knee) – up to 11mm	
- Needle System – DP x $5#16 (#14 – 19)$	
- Needle Bar Stroke – up to 36mm	
- Servo Motor	
- Dimensions – Manufacturer's Specifications	
- Spare parts (Accessories, oiler, bobbins, allen, screw driver, screws)	

- CE certification	
- Two prong plug	
- Specification plate	
- Manual	
Contact Person: Melody Marcelo	
MBLAI Finance Officer	
Cooperator: Manufacturers of Bags and Leathergoods Association	
(MBLAI)	
contact no. 0917 509 6779	
Location: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	
12. Cylinder Bed Single Needle Sewing Machine with Unison Feed	
(Binding Type/Large Hook), Elliptical Movement of Bottom Feed for	
Normal Stitch (3 units)	
- Power Requirement – Single PH, 220V, 60hz	
- Direct Drive Servo Motor	
- Max. Sewing Speed – 2,000spm - Lifting Pressure Foot (knee) – 15mm	
- Needle Bar Stroke - #18 - #22	
- Alternating Movement – Min. 2 nun; Max – 6mm Presser Foot	
- Diameter Cylinder Bed – Max. 47mm	
- Dimensions- Manufacturer's Specifications	
-CE Certification	
- Servo Motor	
- Two prong plug	
- Spare parts (Accessories, oiler, bobbins, allen, screw driver, screws)	
- Specification plate	
- Manual	
Contact Person: Melody Marcelo	
MBLAI Finance Officer	
Cooperator: Manufacturers of Bags and Leathergoods Association (MBLAI)	
contact no. 0917 509 6779	
Location: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	
Location. 77 Old 511 : Rizar St., Digy. Ratampung, Marikina City	
13. Flatbed Zigzag Single Needle Sewing Machine (3 units)	
Machine to create a Back-and-Forth used where a straight stitch will not	
suffice, such as reinforcing buttonholes stitching stretchable fabrics, and	
in temporarily joining work pieces edge-to-edge	
- Power Requirement – Single PH ,220 V, 60hz	
- Max Speed Sewing – up to 2,000spm	
- Max Stitch length – up to 5mm max up to 12mm	
- Width of Zigzag standard 8mm Max to 12mm	
- Needle System – DPx5 (#16) (#14 #190	
- Needle Bar Stroke - up to 34.8 mm	
Dimensions – Manufacturer's Specifications	
- CE Certification	
- Servo Motor	
- Spare parts (Accessories, oiler, bobbins, allen, screw driver, screws)	
- Two prong plug	

- Specification plate - Manual Contact Person: Melody Marcelo **MBLAI** Finance Officer Cooperator: Manufacturers of Bags and Leathergoods Association (MBLAI) contact no. 0917 509 6779 Location: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City 14. Edging Machine (Interlock edging 3 needles) (1 unit) - Maximum Sewing Speed - 6,000 rpm - 1,300 stitches per minute - thread capacity - 3 | 4 | 5 - Differential feed - Smoother multi-purpose feeding - Superior fabric feed system - Adjustable stitch width & length Contact Person: Carmelita Nuqui, Exec Director/ Mary Joy Barcelona Contact Nos. 0920 949 9920/0999 692 6163 email address: melnuqui@gmail.com/maryjoybarcelona@yahoo.com Location: Unit 3, 3rd Floor Bocobo Commercial Center 1253 J. Bocobo St. corner Padre Faura St. Ermita, 1000 Manila Cooperator: Development Action for Women Network, Inc. (DAWN) SSF PROJECT: Weaving and Sewing Facilities for Sikap-Buhay (SIKHAY) Project 15. Edging Machine (2 units) - Stitch Type: 2-Needle Overlock - Stitch style in the U.S.A.: 514 - Max. Sewing speed: 7,000 Stitches Per Minute - Stitch length: $0.6 \sim 3.8 (4.5) \text{ mm}$ - Needle gauge (mm): 2.0 - Over edging width (mm): 2.0, 3.0, 4.0 - Differential feed ratio: For gathering 1:2 (Max. 1:4) For stretching 1:0.7 (Max. 1:0.6) - Needle bar stroke: 24.5mm(60H:27.0mm) - Inclination angle of the needle: 20° - Needle bar bushing: Lower bushing method - Needle: DC 27 (excluding some subclass model) - Max. Lift of the presser foot: 7mm (excluding some subclass model) - Max. Presser foot pressure: 63.7N (6.5kg) - Stitch adjusting method: By push-button - Differential-feed adjusting method: By lever (with micro-adjustment) - Weight of the machine head: 28kg - Lubrication: Automatic - Lubricating oil: ISO VG 18 - Needle cooler: Provided as standard - Needle thread heat remover: Provided as standard - Micro-lifter: Option

Contact Person: Richard D. Arceno, Managing Director Contact Nos. 8806 5023/7505 4605 Location: Camia St. Libis, Area A, Brgy. 175, Camarin, Caloocan City Cooperator: Bigay Buhay Multi-Purpose Cooperative SSF Project: Enhancement/Expansion of bigay Buhay Multi-Purpose **Cooperative Sewing Center** 16. Edging Sewing Machine (2 units) 2-Needle, 5-thread, Super High Speed, Safety Stitch, Overlock Machine (Medium-heavy, plain seaming), Standard type -Maximum Sewing Speed - 6,000 rpm - 1,300 stitches per minute - thread capacity - 3 | 4 | 5 - Differential feed - Smoother multi-purpose feeding - Superior fabric feed system - Adjustable stitch width & length - Servo Motor - CE certification - Outlet 2 gang compatible -Spare parts (Accessories, oiler, bobbins, allen, screw driver, screws) - Power requirements: Single PH, 220V,60hz - Specification plate - Manual Contact Person: Melody Marcelo MBLAI Finance Officer Cooperator: Manufacturers of Bags and Leathergoods Association (MBLAI) contact no. 0917 509 6779 Location: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City LOT NO. 2 1. Computerized Embroidery Machine (Full-featured embroidery machine with large embroidery area) (3 units) - Maximum Embroidery Speed: 850 spm - Maximum Embroidery Area: 160mm x 260mm - Built-in Embroidery Patterns: 138 - Built-in Embroidery Fonts: 11 - On-Screen Editing: Yes - USB: Yes - Jump Stitch & Wiper Function: Yes - Embroidery Card Slots: No 2 units will be delivered to: Contact Person: Richard D. Arceno, Managing Director Contact Nos. 8806 5023/7505 4605 Location: Camia St. Libis, Area A, Brgy. 175, Camarin, Caloocan City

Cooperator: Bigay Buhay Multi-Purpose Cooperative SSF Project: Enhancement/Expansion of bigay Buhay Multi-Purpose Cooperative Sewing Center	
1 unit will be delivered to: Contact Person: Carmelita Nuqui, Exec Director/ Mary Joy Barcelona Contact Nos. 0920 949 9920/0999 692 6163 email address: melnuqui@gmail.com/maryjoybarcelona@yahoo.com Location: Unit 3, 3rd Floor Bocobo Commercial Center 1253 J. Bocobo St. corner Padre Faura St. Ermita, 1000 Manila Cooperator: Development Action for Women Network, Inc. (DAWN) SSF PROJECT: Weaving and Sewing Facilities for Sikap-Buhay (SIKHAY) Project	
2. Rhinoceros Software for Embroidery (2 units)	
Contact Person: Melody Marcelo MBLAI Finance Officer Cooperator: Manufacturers of Bags and Leathergoods Association (MBLAI) contact no. 0917 509 6779 Location: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City 3. Multi-function 4 heads 15 needles flat Embroidery machine including design software (1 unit) - 4 heads - 10" LCD Touch Screen - Connection: USB-Computer-Wifi - Maximum speed: 1200 rpm - Embroidery area: 400x450mm - Servo Motor - Memory size: 100 million stitches - Head interval: 400mm - Dimensions – Manufacturer's specifications - Power requirements: Single PH, 220V, 60hz - CE certification - Two prong plug - Spare parts (Accessories, oiler, bobbins, allen, screw driver, screws, repair tools) - Specification plate - Manual Contact Person: Melody Marcelo	
MBLAI Finance Officer Cooperator: Manufacturers of Bags and Leathergoods Association (MBLAI) contact nos. 0917 509 6779 Location: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	

LOT NO. 3

1. Fabric Cutting Machine (2 units)	
- Motor: 110v, 1ph, 50/60Hz	
Single Speed: Standard	
- Horsepower: 0.65hp, 1ph	
- Weight: 34 lbs. (15.4 kg	
- Blades: Standard: Carbon Steel	
Optional: High Speed Steel, PTFE Coated, Wave Edge, Wave	
Groove, Angled Tip	
- Belts: Standard: Medium Grit	
Optional: Fine, Coarse, Rough	
- Options: Micro Fog, Plastic Master, Auto-Stop	
Note: Auto-Stop, Micro Fog and Plastic Master are only	
available in 6 in. and 8 in. Stroke Sizes: 1,125 in (2,86 am)	
- Stroke Sizes: 1.125 in. (2.86 cm) 1.25 in. (3.18 cm)	
1.5 in. (3.81 cm)	
1.75 in. (4.45 cm)	
- Blade Size: 8 inches (20.3cm)	
- Cutting Capacity: 6.5 inches (16.5cm)	
Contact Person: Richard D. Arceno, Managing Director	
Contact Nos. 8806 5023/7505 4605	
Location: Camia St. Libis, Area A, Brgy. 175, Camarin, Caloocan City	
Cooperator: Bigay Buhay Multi-Purpose Cooperative	
SSF Project: Enhancement/Expansion of bigay Buhay Multi-Purpose	
Cooperative Sewing Center	
2. Automatic Fixed Style Thread Trimmer Machine (2 units)	
- Type: Fixed	
- Power: 180-400W	
- Frequency: 50hz	
- Voltage: 220V	
Createrst Demonstration Directory	
Contact Person: Richard D. Arceno, Managing Director Contact Nos. 8806 5023/7505 4605	
Location: Camia St. Libis, Area A, Brgy. 175, Camarin, Caloocan City	
Cooperator: Bigay Buhay Multi-Purpose Cooperative	
SSF Project: Enhancement/Expansion of bigay Buhay Multi-Purpose	
Cooperative Sewing Center	
r	
3. Skiving Machine (1 unit)	
Speed: 1000-1200 R.P.M.	
Motor: ¹ / ₂ H.P. Clutch Motor	
Net Weight: 40KGS	
Gross Weight: 45KGS	
Measurement: 0.12CBM	
Contact Person: Julius Domingo	
connect croon, variab Dominigo	
Contact Nos. 8929 3665/0927 858 7603	

Cooperator: CustomMade Crafts Center, Inc. SSF Project: SSF on Sewing, Bag Making and Product Finishing	
4. Round Cloth Cutting Machine (1 unit) (Specs/Description: Low blade mechanism; extra thick base plate provides precise and non-slip cutting; built -in emery wheel sharpener; high performance electric motor; knife guard; power - 100w; blade length - 4 inchs; cutting capacity - 25 mm; speed - 600rpm)	
Contact Person: Julius Domingo Contact Nos. 8929 3665/0927 858 7603 Location: #61 Masikap Ext. Brgy. Central, Diliman, Quezon City Cooperator: CustomMade Crafts Center, Inc. SSF Project: SSF on Sewing, Bag Making and Product Finishing	
 5. Skiving Machine (2 units) Maximum Width Plain Skiving 50mm Machine Speed – 1200 rpm With waste releasing device & knife grinding clutch set Edge and whole surface skiving of any leather, vinyl and rubber materials for bags, belts, gloves, shoes, wallets Dimensions – Manufacturer's specifications Power requirements: Single PH, 220V, 60hz CE certification Two prong plug Spare parts (Accessories, oiler, allen, screw driver, screws) Specification plate Manual 	
Contact Person: Melody Marcelo MBLAI Finance Officer Cooperator: Manufacturers of Bags and Leathergoods Association (MBLAI) contact no. 0917 509 6779 Location: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	
 6. High Precision 420mm Width PLC Band Knife Leather PU PVC Splitting Machine (1 unit) Power requirement: Single PH. 220V, 60hz Max width of split 420mm Max thickness of split 8mm Minimum thickness of split 0.5mm Specification of band knife 3570x50x0.6mm CE certification Two prong plug Spare parts (Accessories, oiler, allen, screw driver, screws) Specification plate Manual 	
Contact Person: Melody Marcelo	

	AI Finance Officer	
-	erator: Manufacturers of Bags and Leathergoods Association	
(MB)		
	ct no. 0917 509 6779	
Loca	tion: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	
7	Hydraulic Cutting Press (1 unit)	
	ting area: 610x1600mm	
	ydraulic cylinder	
	ding system: Flexible sliding table	
	tting system: Auto balance	
	oke: 50-240mm	
- App	blication: Leather, fabric, cloth, non-woven cloth	
	nensions – Manufacturer's specifications	
- Pov	ver requirements: Single PH, 220V, 60hz	
- CE	certification	
- Spa	re parts (Accessories, oiler, repair tools, allen, screw driver, screws)	
· ·	cification plate	
- Mai	nual	
Cont	- + Demonstry Mala de Managla	
	act Person: Melody Marcelo AI Finance Officer	
(MB)	erator: Manufacturers of Bags and Leathergoods Association	
	let nos. 0917 509 6779	
	tion: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	
2000	item of the filler set, Digji Harampung, Haramina eng	
8.	Multi-knive Slitting Machine Universal (1 unit)	
- Fab	ric width: 1.35M, 1.70M, 2.05m, 2.40M	
	test cutting speed: 200 meter/min	
	ting diameter: 300mm to 800mm	
	imum cutting width: 10mm	
	ckness of cutting material: 0-1.8mm	
- Pov	ver requirement: Single PH, 220V, 60hz	
- Ma	chine Dimension: L 2.2m * W 1.2m * H 1.2m	
- CE	certification	
· ·	re parts (Accessories, blades, oiler, allen, screw driver, screws)	
- Mai	nual	
Cont	act Person: Melody Marcelo	
	AI Finance Officer	
	erator: Manufacturers of Bags and Leathergoods Association	
(MB)	· ·	
	act No. 0917 509 6779	
	tion: 97 Old J.P. Rizal St., Brgy. Kalumpang, Marikina City	
ОТН	ERS (FOR ALL THE MACHINES):	

Four (4) hours of training for	the use of t	he machine.
Must have an Authorized Ser	vice Center	within Metro Manila.
MMARY OF DELIVER ACHINE PER AREA	Y AREA	AND QUANTITY OF
Name of Machine	No. of Units	Contact Person
Unit 3, 3rd flr. Bocobo Comn Padre Faura St		
High Speed Sewing Machine	5	Carmelita Nuqui, Exec
Piping Interlock (Cylinder Valking Foot Design)	1	Director/ Mary Joy Barcelona
Button Hole	1	Contact Nos. 0920 949
Tatbed High Speed Machine	1	9920/0999 692 6163
Edging Machine (Interlock dging 3 needles)	1	email address: melnuqui@gmail.com/mar yjoybarcelona@yahoo.com
Computerized Embroidery Machine (Full-featured mbroidery machine with arge embroidery area)	1	Location: Unit 3, 3rd Floor Bocobo Commercial Center 1253 J. Bocobo St. corner Padre Faura St. Ermita, 1000 Manila Cooperator: Development Action for Women Network, Inc. (DAWN) SSF PROJECT: Weaving and Sewing Facilities for Sikap-Buhay
Camia St. Libis, Area A, B	Brgy. 175, 0	· · · · · · · · · · · · · · · · · · ·
Ii-Speed Sewing Machine	15	Richard D. Arceno,
Edging Machine Computerized Embroidery Machine (Full-featured mbroidery machine with arge embroidery area)	2	Managing Director Contact Nos. 8806 5023/7505 4605 Location: Camia St. Libis, Area A, Brgy. 175,
Fabric Cutting Machine	2	Camarin, Caloocan City
Automatic Fixed Style Thread	2	Cooperator: Bigay Buhay Multi-Purpose Cooperative SSF Project: Enhancement/Expansion of bigay Buhay Multi-Purpose Cooperative Sewing Center
97 Old J.P. Rizal St., Bı	gy. Kalum	ipang, Marikina City
Platbed Single Needle Low Seed with Automatic Under	6	Melody Marcelo MBLAI Finance Officer

			1
Trimming & Back Tacking		Cooperator: Manufacturers	
Bag Upper Stitch Sewing Machine		of Bags and Leathergoods Association (MBLAI)	
Post Bed Single Needle Low		Contact No. 0917 509 6779	
Feed Sewing Machine	3	Location: 97 Old J.P. Rizal	
Cylinder Bed Single Needle		St., Brgy. Kalumpang,	
Sewing Machine with Unison		Marikina City	
Feed (Binding Type/Large	3		
Hook), Elliptical Movement	_		
of Bottom Feed for Normal Stitch			
Flatbed Zigzag Single Needle			
Sewing Machine	3		
Edging Sewing Machine	2		
Rhinoceros Software for	2		
Embroidery	2		
Multi-function 4 heads 15			
needles flat Embroidery	1		
machine including design software			
Skiving Machine	2		
High Precision 420mm Width	<u>ک</u>		
PLC Band Knife Leather PU	1		
PVC Splitting Machine	1		
Hydraulic Cutting Press	1		
Multi-knive Slitting Machine	1		
Universal	1		
#61 Masikap Ext. Brgy,	Central 1	Diliman Quezon City	
	, ai, 1	· - •	
Single Needle- Lock Stitch	1	Julius Domingo	
Needle Feed Machine		Contact Nos. 8929	
Post bed type Machine	1	3665/0927 858 7603	
Interlock Stich Piping Sewing	1	Location: #61 Masikap Ext. Brgy. Central,	
Machine	1	Diliman, Quezon City	
4 Threads Overedger Machine	1	Cooperator: CustomMade	
Skiving Machine	1	Crafts Center, Inc.	
	1	SSF Project: SSF on	
Round Cloth Cutting Machine	1	Sewing, Bag Making and	
		Product Finishing	

Conforme:

Name & Signature of the Authorized Representative

Name of Company

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,

<u>and</u>

- (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

- □ (f) 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 (Annex A); and
- □ (g) 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 (Annex B); and
- (h) 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 (Annex C); and

- □ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; <u>and</u>
- (j) Original duly signed Omnibus Sworn Statement (OSS) (Annex D);
 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

- □ (k) 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
- □ (1) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (m) 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.

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

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

25 FINANCIAL COMPONENT ENVELOPE

- □ (a) Original of duly signed and accomplished Financial Bid Form (Annex E); and
- \Box (b) Original of duly signed and accomplished Price Schedule(s) (Annex F).

ANNEX A

Statement of Ongoing Contract/s

This is to certify that ______ (Name of Company) ______ has the following ongoing contract/s:

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Kind of Goods	Amount of contract and value of outstanding contracts	Date of Delivery	End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements (<i>if applicable</i>)

Name of Company/Bidder

Signature over printed Name of Authorized Representative

Date

ANNEX B

Statement of Single Largest Contract

This is to certify that _____ (Name of Company) _____ has the following completed contract/s for the period CY _____.

Name of	Date of	Contract	Owner's	Kind	Amount of	Date of	End user's
Contract	Contract	Duration	Name and	of	completed	Delivery	acceptance or
			Address	Goods	contracts,		official
					adjusted by the		receipt(s) or
					Bidder to		sales invoice
					current prices		issued for the
					using PSA's		contract, if
					consumer price		completed,
					index, if		which shall be
					necessary for		attached to the
					the purpose of		statements
					meeting the		
					SLCC		
					requirement		

Name of Company/Bidder

Signature over printed Name of Authorized Representative Date

ANNEX C

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.: *[Insert number]*

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

ANNEX D

Omnibus Sworn Statement (Revised) [shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, <u>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;</u>
- 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 ____, 20___ at ____, Philippines.

[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]

ANNEX E

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or 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 PBDs 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 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 agentCurrencyCommission 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.

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: _____

ANNEX F

Price Schedule for Goods Offered from Abroad

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

For Goods Offered from Abroad

Name of Bidder _____ Project ID No._____ Page ___ of ____

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

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]

Name	e of Bidder				Project ID No Pageof				_of
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)

For Goods Offered from Within the Philippines

Name:

Legal Capacity:

Signature: _____

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

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: [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]

Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz*.:
 - i. Philippine Bidding Documents (PBDs);
 - 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 PBDs. <u>Winning bidder agrees that</u> <u>additional contract documents or information prescribed by the GPPB</u> <u>that are subsequently required for submission after the contract</u> <u>execution, such as the Notice to Proceed, Variation Orders, and</u> <u>Warranty Security, shall likewise form part of the Contract.</u>

- 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 Name and Signature]
[Insert Signatory's Legal Capacity]	[Insert Signatory's Legal Capacity]
for:	for:
[Insert Procuring Entity]	[Insert Name of Supplier]

Acknowledgment

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

