



TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

# **BID DOCUMENTS**

## **Procurement of Learning Systems for Three (3) Existing Innovation Centers of TESDA**

**TESDA-CO-2020-26**

**Sixth Edition  
July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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***





## INVITATION TO BID FOR PROCUREMENT OF LEARNING SYSTEMS FOR THREE (3) EXISTING INNOVATION CENTERS OF TESDA

1. The Technical Education and Skills Development Authority (TESDA), through the General Appropriations Act (GAA) CY 2020 intends to apply the sum of One Hundred Nineteen Million Nine Hundred Ninety-Four Thousand Six Hundred Twenty Pesos and 15/100 (P119,994,620.15) for the Procurement of Learning Systems for Three (3) Existing Innovation Centers of TESDA being the ABC to payments under the contract for all items in each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

LOT NO.	TITLE	ABC
1	HVAC-R Equipment	₱12,869,467.21
2	Electrical Technology	₱1,284,187.98
3	Internet of Things	₱3,230,550.00
4	Smart Refrigeration and Air-Conditioning	₱1,444,040.60
5	Electrical Generator	₱379,591.92
6	CNC Machining Equipment/Attachment	₱68,300,616.56
7	Welding Machine	₱1,114,687.62
8	Fabrication Machines/Equipment	₱23,143,617.69
9	Computers	₱8,227,860.57
<b>TOTAL</b>		<b>₱119,994,620.15</b>

2. The TESDA now invites bids for the above Procurement Project. Delivery of the Goods is required within **ninety (90)** calendar days from receipt of the winning bidder of the Notice to Proceed. Bidders should have completed, within five (5) 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 TESDA and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m. starting **9 November 2020**.

5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **9 November until 1 December 2020** from the given address and website(s) below and upon payment of the following applicable fees for the Bidding Documents:

<b>LOT NO.</b>	<b>ABC (in Philippine Peso)</b>	<b>Cost of Bidding Documents (in Philippine Peso)</b>
1	12,869,467.21	25,000.00
2	1,284,187.98	5,000.00
3	3,230,550.00	5,000.00
4	1,444,040.60	5,000.00
5	379,591.92	500.00
6	68,300,616.56	50,000.00
7	1,114,687.62	5,000.00
8	23,143,617.69	25,000.00
9	8,227,860.57	10,000.00

The fees for the Bidding Documents shall be applied for each lot based on the above schedule of fees. However, the total amount to be paid by the prospective bidders should not exceed ₱50,000.00 regardless of the number of lots being bid.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The TESDA will hold a Pre-Bid Conference on **17 November 2020 at 9:00 a.m.** through video conferencing or webcasting via **Zoom** which shall be open to prospective bidders.

In line with the precautionary health measures being adopted by the agency, interested bidders may join the Pre-Bid Conference via video-conference (Zoom). In order to secure the zoom link password, prospective bidders are advised to send an email request to the BAC Secretariat at [bacsecretariat@tesda.gov.ph](mailto:bacsecretariat@tesda.gov.ph) **NOT LATER THAN 4:00 P.M., 16 November 2020**, together with the following details:

- a. Name of Project
- b. Bid Reference
- c. Activity
- d. Company Name
- e. Address
- f. Name of Representative [maximum of two (2)]
- g. Contact Nos.
- h. E-mail Address
- i. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable

information to any third party for marketing purposes. However, TESDA may share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids. Only the **pre-registered representative/s or personnel** shall be allowed to attend during Zoom Video Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **1 December 2020 at 9:00 a.m.** Online submission is not yet available. 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 **1 December 2020 at 9:00 a.m.**, at the Tandang Sora Hall, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City 1630. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**Due to community quarantine measures, only one (1) representative is allowed to attend personally in the bid opening and will be required to follow the TESDA protocol for Visitors specifically on compliance with social distancing, wearing of face masks and face shields, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at TESDA. Visitors who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature and sneezing are advised not to proceed to TESDA since they will not be allowed to enter the TESDA compound.**

10. The **TESDA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Maria Gracia P. Dela Rama  
Head, BAC Secretariat  
3rd Floor, Procurement Division  
TESDA Administration Building  
East Service Road, South Luzon Expressway (SLEX)  
Fort Bonifacio, Taguig City 1630  
Telefax: (02) 8893-8296

E-mail: [bacsecretariat@tesda.gov.ph](mailto:bacsecretariat@tesda.gov.ph)

12. You may visit <https://www.tesda.gov.ph/About/TESDA/149> for downloading of Bidding Documents.

*Date of Issue: 6 November 2020*

  
† **DDG LINA C. SARMIENTO**  
BAC Chairperson

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, **TESDA** wishes to receive Bids for the **Procurement of Learning Systems for Three (3) Existing Innovation Centers of TESDA**, with identification number **TESDA-CO-2020-26**.

The Procurement Project (referred to herein as "Project") is composed of **nine (9) 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 **FY 2020** in the amount of **One Hundred Nineteen Million Nine Hundred Ninety-Four Thousand Six Hundred Twenty Pesos and 15/100 (P119,994,620.15)**.

2.2. The source of funding is the General Appropriations Act FY 2020.

## 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 is not allowed to participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to fifty percent (50%) of the ABC of each lot.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

- 7.1. The Procuring Entity has prescribed that subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **17 November 2020** at **9:00 a.m.** 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 five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall

be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## 11. Documents comprising the Bid: Financial Component

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

## 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in 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<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **31 March 2021**. 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.

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<sup>1</sup> 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.

## 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 one (1) Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

## 20. Post-Qualification

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

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## ***Section III. Bid Data Sheet***

# Bid Data Sheet

ITB Clause																																									
<b>5.3</b>	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. any contract on the supply and delivery of equipment, and/or learning systems, and must be at least equivalent to fifty percent (50%) of the ABC of each lot; and</p> <p style="margin-left: 40px;">b. completed within <b>five (5) years</b> prior to the deadline for the submission and receipt of bids.</p>																																								
<b>7.1</b>	The Procuring Entity has prescribed that subcontracting is not allowed.																																								
<b>11.4</b>	Not applicable.																																								
<b>11.5</b>	Not applicable.																																								
<b>12.1 (b)</b>	The price of the Goods shall be quoted DDP in the Philippines.																																								
<b>14.1</b>	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 40%;">Title</th> <th style="width: 25%;">Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)</th> <th style="width: 25%;">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>HVAC-R Equipment</td> <td style="text-align: right;">₱257,389.34</td> <td style="text-align: right;">₱643,473.36</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Electrical Technology</td> <td style="text-align: right;">₱25,683.76</td> <td style="text-align: right;">₱64,209.40</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Internet of Things</td> <td style="text-align: right;">₱64,611.00</td> <td style="text-align: right;">₱161,527.50</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Smart Refrigeration and Air-Conditioning</td> <td style="text-align: right;">₱28,880.81</td> <td style="text-align: right;">₱72,202.03</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Electrical Generator</td> <td style="text-align: right;">₱7,591.84</td> <td style="text-align: right;">₱18,979.60</td> </tr> <tr> <td style="text-align: center;">6</td> <td>CNC Machining Equipment/Attachment</td> <td style="text-align: right;">₱1,366,012.33</td> <td style="text-align: right;">₱3,415,030.83</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Welding Machine</td> <td style="text-align: right;">₱22,293.75</td> <td style="text-align: right;">₱55,734.38</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Fabrication Machines/ Equipment</td> <td style="text-align: right;">₱462,872.35</td> <td style="text-align: right;">₱1,157,180.88</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Computers</td> <td style="text-align: right;">₱164,557.21</td> <td style="text-align: right;">₱411,393.03</td> </tr> </tbody> </table>	Lot No.	Title	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)	1	HVAC-R Equipment	₱257,389.34	₱643,473.36	2	Electrical Technology	₱25,683.76	₱64,209.40	3	Internet of Things	₱64,611.00	₱161,527.50	4	Smart Refrigeration and Air-Conditioning	₱28,880.81	₱72,202.03	5	Electrical Generator	₱7,591.84	₱18,979.60	6	CNC Machining Equipment/Attachment	₱1,366,012.33	₱3,415,030.83	7	Welding Machine	₱22,293.75	₱55,734.38	8	Fabrication Machines/ Equipment	₱462,872.35	₱1,157,180.88	9	Computers	₱164,557.21	₱411,393.03
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ITB Clause																							
15	Each Bidder shall submit one copy of the first and second components of its Bid. However, TESDA is requesting additional hard copies of said documents [preferably three (3) copies]. Failure to submit the requested additional hard copies shall not be a ground for disqualification.																						
19.3	The Project will be awarded by lot, details of which are as follows:																						
	<table border="1"> <thead> <tr> <th data-bbox="315 506 401 584">Lot No.</th> <th data-bbox="401 506 566 584">Lot</th> <th data-bbox="566 506 1044 584">Items</th> <th data-bbox="1044 506 1287 584">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="315 584 401 1715">1</td> <td data-bbox="401 584 566 1715">HVAC-R Equipment</td> <td data-bbox="566 584 1044 1715">           1. Commercial Air-Conditioning Trainer - Water Chiller Type with Water Cooled Condenser            2. VRV Air-Conditioning Trainer            3. Centrifugal Fan and Air Ducting Trainer            4. Gauge Manifold            5. Digital VOM/Multi-tester            6. Digital Clamp Ammeter            7. Vacuum pump            8. HVAC Single Cylinder Refrigerant Recycling and Recovery machine            9. Refrigerant Charging Meter            10. Insulation tester            11. Anemometer            12. Phase sequence meter            13. Infrared thermometer            14. Salinity tester            15. Flaring with Swaging Tools Set            16. Tube Cutter            17. Digital Vernier Caliper            18. Digital Micrometer Caliper            19. Combination Wrench Set            20. Socket Wrench            21. Screw Driver Set            22. Allen Wrench Set            23. Combination Pliers            24. Long Nose Plier            25. Diagonal Cutting Plier            26. Adjustable Wrench            27. Hacksaw with Blade            28. Tap and Dies Set            29. Pull-Push Rule            30. Spirit Level Bar            31. Steel Square            32. Try Square            33. Combination Square            34. Angle Grinder            35. Portable hand drill         </td> <td data-bbox="1044 584 1287 1715">₱12,869,467.21</td> </tr> <tr> <td data-bbox="315 1715 401 1771">2</td> <td data-bbox="401 1715 566 1771">Electrical Technology</td> <td data-bbox="566 1715 1044 1771">Motor control trainer</td> <td data-bbox="1044 1715 1287 1771">₱1,284,187.98</td> </tr> <tr> <td data-bbox="315 1771 401 1850">3</td> <td data-bbox="401 1771 566 1850">Internet of Things</td> <td data-bbox="566 1771 1044 1850">Smart building system integration and Internet of things technology training equipment</td> <td data-bbox="1044 1771 1287 1850">₱3,230,550.00</td> </tr> <tr> <td data-bbox="315 1850 401 1962">4</td> <td data-bbox="401 1850 566 1962">Smart Refrigeration and Air-Conditioning</td> <td data-bbox="566 1850 1044 1962">           1. Aircon split type            2. Refrigerator         </td> <td data-bbox="1044 1850 1287 1962">₱1,444,040.60</td> </tr> </tbody> </table>	Lot No.	Lot	Items	ABC	1	HVAC-R Equipment	1. Commercial Air-Conditioning Trainer - Water Chiller Type with Water Cooled Condenser 2. VRV Air-Conditioning Trainer 3. Centrifugal Fan and Air Ducting Trainer 4. Gauge Manifold 5. Digital VOM/Multi-tester 6. Digital Clamp Ammeter 7. Vacuum pump 8. HVAC Single Cylinder Refrigerant Recycling and Recovery machine 9. Refrigerant Charging Meter 10. Insulation tester 11. Anemometer 12. Phase sequence meter 13. Infrared thermometer 14. Salinity tester 15. Flaring with Swaging Tools Set 16. Tube Cutter 17. Digital Vernier Caliper 18. Digital Micrometer Caliper 19. Combination Wrench Set 20. Socket Wrench 21. Screw Driver Set 22. Allen Wrench Set 23. Combination Pliers 24. Long Nose Plier 25. Diagonal Cutting Plier 26. Adjustable Wrench 27. Hacksaw with Blade 28. Tap and Dies Set 29. Pull-Push Rule 30. Spirit Level Bar 31. Steel Square 32. Try Square 33. Combination Square 34. Angle Grinder 35. Portable hand drill	₱12,869,467.21	2	Electrical Technology	Motor control trainer	₱1,284,187.98	3	Internet of Things	Smart building system integration and Internet of things technology training equipment	₱3,230,550.00	4	Smart Refrigeration and Air-Conditioning	1. Aircon split type 2. Refrigerator	₱1,444,040.60		
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ITB Clause				
	5	Electrical Generator	Generator set	₱379,591.92
	6	CNC Machining Equipment/ Attachment	<ol style="list-style-type: none"> <li>1. CNC Computer Aided Design and Computer-Aided Machining Software</li> <li>2. CNC Lathe Performance Turning Center</li> <li>3. 5-Axis Rotary Table for Multi-Axes Simulation and CNC Machining</li> <li>4. CNC Control Simulator (Full Function Control)</li> <li>5. CNC Plasma Cutting Machine</li> <li>6. Electric Box Furnace</li> <li>7. Hardness tester</li> <li>8. Precision Centerless Grinding Machine</li> <li>9. Pipe Beveling Machine</li> <li>10. Plate Beveling Machine</li> <li>11. Universal Horizontal Milling Machine</li> <li>12. Digital Vernier Caliper</li> <li>13. Digital Micrometer Caliper</li> <li>14. Combination Wrench Set</li> <li>15. Socket Wrench</li> <li>16. Screw Driver Set</li> <li>17. Allen Wrench Set</li> <li>18. Combination Pliers</li> <li>19. Long Nose Plier</li> <li>20. Diagonal Cutting Plier</li> <li>21. Adjustable Wrench</li> <li>22. Hacksaw with Blade</li> <li>23. Tap and Dies Set</li> <li>24. Pull-Push Rule</li> <li>25. Spirit Level Bar</li> <li>26. Steel Square</li> <li>27. Try Square</li> <li>28. Combination Square</li> <li>29. Letter and Number Punch</li> <li>30. Screw Pitch Gauge</li> <li>31. Digital Vernier Caliper</li> <li>32. Angle Grinder</li> <li>33. Portable hand drill</li> </ol>	₱68,300,616.56
	7	Welding Machine	<ol style="list-style-type: none"> <li>1. 4-in-1 Welding Machine</li> <li>2. Oxy-Acetylene Welding Set</li> </ol>	₱1,114,687.62
	8	Fabrication Machines/ Equipment	<ol style="list-style-type: none"> <li>1. Hydraulic Press Brake Machine</li> <li>2. Hydraulic Shearing Machine</li> <li>3. Lock Forming Machine</li> <li>4. Hydraulic Plate Bending Roller Machine</li> <li>5. Hydraulic Iron Worker Machine</li> <li>6. Automatic Sheet and Plate Rolling Machine</li> <li>7. Multi-function Pipe Bending Machine</li> <li>8. Power Hacksaw</li> <li>9. Horizontal Bandsaw</li> <li>10. Shaper Machine</li> </ol>	₱23,143,617.69
	9	Computers	Laptops	₱8,227,860.57
20.1	<ul style="list-style-type: none"> <li>• Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the</li> </ul>			

ITB Clause	
	<p>following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (template of which is hereto attached as Annex "A").</p> <ul style="list-style-type: none"> <li>• Submission of pieces of evidence such as but not limited to manufacturer's or distributor's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate as proof of compliance with the bidder's actual offer, if applicable. All samples to be submitted should comply with the agency's technical specifications and performance levels, where applicable.</li> </ul> <ul style="list-style-type: none"> <li>* • Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS).</li> <li>* • Either of the following: <ul style="list-style-type: none"> <li>a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months as filed thru eFPS; or</li> <li>b. Percentage Tax Returns (Form 2551M) covering the previous six (6) months as filed thru eFPS</li> </ul> </li> <li>* Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</li> <li>• Valid and updated PhilGEPS Certificate of Registration (Platinum Membership) including the updated list of eligibility documents as stated in Annex "A" of said Certificate of Registration.</li> </ul> <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</i></p> <ul style="list-style-type: none"> <li>• The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.</li> </ul>
21.2	No additional requirement.

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**(Bidder's Client's Company Letterhead)**

**CERTIFICATE OF PERFORMANCE EVALUATION**

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

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Technical Documentary Requirements in line with           (NAME OF BIDDER)           participation for **Procurement of Learning Systems for Three (3) Existing Innovation Centers of TESDA.**

Issued this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Name of Company (Bidder's Client)

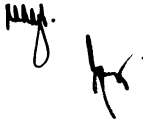
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\_\_\_\_\_  
Signature over Printed Name of  
Head of Procurement or Supply  
Office

\_\_\_\_\_  
Address

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Tel./Fax No.

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## ***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	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad]</i> “The delivery terms applicable to the Contract are DDP delivered in the Philippines.</p> <p><i>[For Goods supplied from within the Philippines]</i> “The delivery terms applicable to this Contract are delivered as specified in Section VI. Schedule of Requirements, specifically in the designated Innovation Centers. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the designated TESDA Innovation Centers are the Technical Inspection and Acceptance Committee (TIAC) of the said Innovation Centers.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of special tools specific to the equipment required for assembly and/or maintenance of the supplied Goods, where applicable;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of one (1) year, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;</li> </ol>

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GCC Clause	
	<p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site; and</p> <p>f. delivery, assembly, start-up, operation, maintenance, and/or repair of equipment, and/or learning systems to the designated Innovation Centers at no additional cost to the Procuring Entity.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this</p>

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GCC Clause	
	<p>Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Advance payment is not allowed. Payment in favor of the supplier shall only be made upon full delivery and final acceptance of the toolkits.
3	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	The test parameters to be used during the inspection of the goods being offered by the bidder are found in Annexes “D” to “L” of the Bidding Documents.
5.1	All items shall have a one (1) year onsite warranty on parts and services as indicated in Section VII (Technical Specifications).

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