

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

BID DOCUMENTS

Procurement of Starter Toolkits for the Implementation of FY 2023 Special Training for Employment Program (STEP) – Continuing Appropriations

TESDA-CO-2024-007

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



Republic of the Philippines TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY



Invitation to Bid for the Procurement of Starter Toolkits for the Implementation of FY 2023 Special Training for Employment Program (STEP) — Continuing Appropriations

1. The Technical Education and Skills Development Authority (TESDA), through the General Appropriations Act (GAA) CY 2023 Continuing Appropriations intends to apply the sum of Forty-Six Million Three Hundred Forty-One Thousand Six Hundred Twenty-One Pesos and and 71/100 (P46,341,621.71) for the Procurement of Starter Toolkits for the Implementation of FY 2023 Special Training for Employment Program (STEP) — Continuing Appropriations being the Approved Budget for the Contract (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	Animal Production (Poultry-Chicken) NC II	₱621,430.38
2	Animal Production (Ruminants) NC II	₱135,964.75
3	Animal Production (Swine) NC II	₱375,133.15
4	Animal Production (Poultry-Chicken) NC II - Perform Pre-Lay and Lay Activities	₱49,639.50
5	Agricultural Crops Production NC II - Plant Crops	₱749,192.26
6	Agricultural Crops Production NC III - Prepare Land for Agricultural Crops Production	₱236,748.4 8
7	Organic Agriculture Production NC II - Produce Organic Concoctions and Extracts	₱1,095,883.84
8	Organic Agriculture Production NC II - Produce Organic Fertilizer	₱506,843.00
9	Organic Agriculture Production NC II - Raise Organic Hogs	₱2,198,448.50
10	Organic Agriculture Production NC II - Raise Organic Small Ruminants	₱774,445.28
11	Automotive Servicing NC I	₱167,873.85
12	Driving NC II	₱3,434,045.13
13	Motorcycle/Small Engine Servicing NC II - Overhaul Motorcycle/Small Engine	₱142,538.50
14	Motorcycle/Small Engine Servicing NC II - Service Motorcycle/Small Engine System	₱116,260.00
15	Carpentry NC II	₱1,004,505.25
16	Construction Painting NC II	₱102,580. 50



LOT NO.	TITLE	ABC
17	Masonry NC I	₱138,919.50
18	Masonry NC II	₱922,962.50
19	PV Systems Installation NC II	₱338,316.48
20	Tile Setting NC II	₱711,230.70
21	Electronics Products Assembly and Servicing NC II - Assemble Electronics Products	₱264,804.48
22	Electrical Installation and Maintenance NC II	₱2,045,353.09
23	Electronics Products Assembly and Servicing NC II - Service Consumer Electronic Products and Systems	
24	Dressmaking NC II	₱1,198,819.1 4
25	Tailoring NC II	₱140,738.20
26	Shielded Metal Arc Welding (SMAW) NC I	₱7,786,241.82
27	Shielded Metal Arc Welding (SMAW) NC II	₱7,276,118.08
28	Bread and Pastry Production NC II	₱12,063,879.54
29	Cookery NC II	₱1,653,514.41
	TOTAL	P46,341,621.71

- 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 22 April 2024.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **22 April 2024** from the given address and website(s) below and upon payment of the following applicable fees for the Bidding Documents:

Lot No.	ABC (in Philippine Peso)	Cost of Bidding Documents (in Philippine Peso)
3	375,133.15	500.00
4	49,639.50	500.00
5	749,192.26	1,000.00
6	236,748.48	500.00
7	1,095,883.84	5,000.00
8	506,843.00	1,000.00
9	2,198,448.50	5,000.00
10	774,445.28	1,000.00
11	167,873.85	500.00
12	3,434,045.13	5,000.00
13	142,538.50	500.00
14	116,260.00	500.00
15	1,004,505.25	5,000.00
16	102,580.50	500.00
17	138,919.50	500.00
18	922,962.50	1,000.00
19	338,316.48	500.00
20	711,230.70	1,000.00
21	264,804.48	500.00
22	2,045,353.09	5,000.00
23	89,191.40	500.00
24	1,198,819.14	5,000.00
25	140,738.20	500.00
26	7,786,241.82	10,000.00
27	7,276,118.08	10,000.00
28	12,063,879.54	25,000.00
29	1,653,514.41	5,000.00

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 bidder/s should not exceed <u>P25,000.00</u> regardless of the number of lots being bidded.

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

It may also be downloaded free of charge from the websites of TESDA (https://www.tesda.gov.ph/About/TESDA/27868) and PhilGEPS. However, only those who have paid the cost of Bidding Documents before the submission of their bids will be allowed to bid.

6. The TESDA will hold a Pre-Bid Conference on 02 May 2024 at 2:00 p.m., at the Gabriela Silang Room, 2nd Floor, TESDA Women's Center, Gate 1, TESDA Complex, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City which shall be open to prospective bidders.

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.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before 16 May 2024 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 16 May 2024 at 2:00 p.m., at the Gabriela Silang Room, 2nd Floor, TESDA Women's Center, Gate 1, TESDA Complex, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

For the Opening of Bids, bidders are required to send one (1) authorized technical representative or personnel who is familiar with the bidding requirements and who prepared the documents for the bidder. The bidders' representative shall response to the queries during the meeting if ever there will be relative the document/s of the bidder.

- 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:

Ms. ARCADIA CRESELDA P. BALINAS

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

12. You may visit https://www.tesda.gov.ph/About/TESDA/27868 for downloading of Bidding Documents.

Date of Issue: 19 April 2024

DDG ANICETO D. BERTIZ III
BAC Chairperson

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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, TESDA wishes to receive Bids for the Procurement of Starter Toolkits for the Implementation of FY 2023 Special Training for Employment Program (STEP) – Continuing Appropriations with identification number TESDA-CO-2024-007.

The Procurement Project (referred to herein as "Project") is composed of **twenty-nine (29) lots**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding for FY 2023 General Appropriations Act in the amount of Forty-Six Million Three Hundred Forty-One Thousand Six Hundred Twenty-One Pesos and 71/100 (P46,341,621.71).
- 2.2. The source of funding is the General Appropriations Act FY 2023 Continuing 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.

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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 02 May 2024 at 2:00 p.m., at the Gabriela Silang Room, 2nd Floor, TESDA Women's Center, Gate 1, TESDA Complex, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City 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, 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 13 September 2024. 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.

As for the sealing and marking of the envelopes, the Bidder may use the following guides:

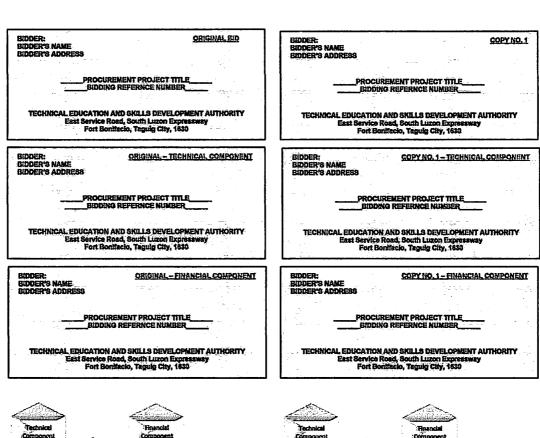
12

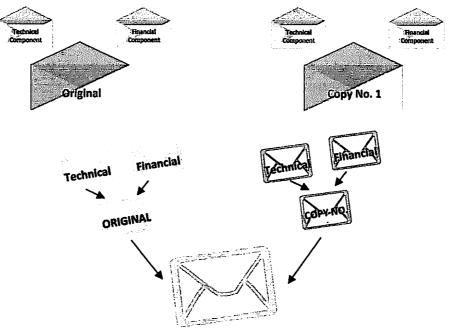
%

¹ 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.

- Bidders shall enclose their original eligibility and technical documents in ITB Clause 10 and 11 in one sealed envelope marked "ORIGINAL – TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL – FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. – TECHNICAL COMPONENT" and "COPY NO. – FINANCIAL COMPONENT" and the outer envelope as "COPY NO.", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- The original and the number of copies of the Bid as indicated in the Bid Data Sheet (BDS) shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- All envelopes shall:
 - o contain the name of the contract to be bid in capital letters;
 - o bear the name and address of the Bidder in capital letters;
 - o be addressed to the Procuring Entity's BAC;
 - bear the specific identification of this bidding process indicated in the ITB Clause 1; and
 - o bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with Paragraph 7 of the invitation to Bid.
- The failure of the bidder to use the abovementioned guides in the sealing and marking of the envelopes shall not be grounds for disqualification.
- In the final packaging of the bid, each bidder must submit one (1) copy of the first and second components of its Bid. The Procuring Entity requests two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

The duplicates - copies 1 and 2 - must include the same documents as that of the original set of documents. However, if a bidder opts to submit cash as its bid security, copies 1 and 2 need not contain photocopies of the same.





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.

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**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB								
Clause	For this purpose, contracts similar to the Project shall be:							
5.3	For this purpose, contracts similar to the Project shall be:							
	s	ny contract on supply an ector, and must be at leas BC of the bidded lot/s; ar	st equivalent to fift					
		ompleted within five (5 ubmission and receipt of		the deadline for the				
7.1	The Pro	curing Entity has prescrib	ed that subcontra	cting is not allowed.				
11.4	Not app	licable.						
12.1 (b)	The price	e of the Goods shall be q	uoted DDP in the	Philippines.				
14.1		security shall be in the fo llowing forms and amoun		ing Declaration, or any				
	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	Animal Production (Poultry-Chicken) NC II	₱12,428.61	₱31,071.52				
	2	Animal Production (Ruminants) NC II	₱2,719.30	₱6,798.24				
	3	Animal Production (Swine) NC II	₱7,502.66	₱18,756.66				
	4	Animal Production (Poultry- Chicken) NC II - Perform Pre-Lay and Lay Activities	₱992.79	₱2,481.98				
	Agricultural Crops Production NC II - Plant Crops Agricultural Crops Agricultural Crops Production NC III - Prepare Land for Agricultural Crops Production P14,983.85 P37,459.61 P11,837,459.61							
	Organic Agriculture Production NC II - Produce Organic Concoctions and Extracts P21,917.68 P54,794.19							

	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)
	8	Organic Agriculture Production NC II - Produce Organic Fertilizer	₱10,136.86	₱25,342.
	9	Organic Agriculture Production NC II - Raise Organic Hogs	P 43,968.97	₱109,922.
	10	Organic Agriculture Production NC II - Raise Organic Small Ruminants	₱15,488.91	₱38,722.:
	11	Automotive Servicing NC I	P 3,357.48	₱8,393.6
	12	Driving NC II	P 68,680.90	₱171,702.:
	13	Motorcycle/Small Engine Servicing NC II - Overhaul Motorcycle/Small Engine	₱2,850.77	₱7,126.9
	14	Motorcycle/Small Engine Servicing NC II - Service Motorcycle/Small Engine System	₱2,325.20	₱5,813.
	15	Carpentry NC II	₱20,090.11	₱50,225.
•	16	Construction Painting NC II	P 2,051.61	₱5,129.
	17	Masonry NC I	₱2,778.39	P 6,945.
	18	Masonry NC II	₱18,459.25	₱46,148.
	19	PV Systems Installation NC II	₱6,766.33	₱16,915.
	20	Tile Setting NC II	₱14,224.61	₱ 35,561 .
	21	Electronics Products Assembly and Servicing NC II - Assemble Electronics Products	₱5,296.09	₽13,240.
	22	Electrical Installation and Maintenance NC II	₱40,907.06	P 102,267.
	23	Electronics Products Assembly and Servicing NC II - Service Consumer Electronic Products and Systems	₱1,783.83	₱4,459.
	24	Dressmaking NC II	₱23,976.38	₱59,940.
	25	Tailoring NC II	P2,814.76	₱7,036.9
	26	Shielded Metal Arc Welding (SMAW) NC I	₱155,724.84	₱389,312.0

ITB					
Clause					
	Lot No.	Title D	ash, Cashier's/ Manager's Check, Bank raft/ Guarantee or Irrevocable etter of Credit (2% of ABC)	upon o by insura duly o li Co	Bond callable demand issued a surety or ance company ertified by the assurance ommission % of ABC)
	27	Shielded Metal Arc Welding (SMAW) NC II	₱145,522.36		₱363,805.90
	28	Bread and Pastry Production NC II	₱241,277.59		₱603,193.98
	29	Cookery NC II	₱33,070.29		₱82,675.72
15 19.3	The Power of the said the said the Power of	rocuring Entity requests two ver, failure of the Bidders to o round for disqualification. uplicates - copies 1 and 2 - r the original set of documents as its bid security, copies 1 and	(2) additional homply with the nust include the however, if and 2 need not and all the item	nard cope said responding to the same a bidder contain as in each	documents as opts to submit photocopies of lot are listed
		of which are as follows:	Num	ber of	ABC
	No.	Lot Title	Purc	ts to be	(in Philippine Peso)
		Animal Production (Poultry-Chicker Animal Production (Ruminants) NC		67 25	621,430.38 135,964.75
	3	Animal Production (Swine) NC II	9)5	375,133.15
		Animal Production (Poultry-Chicker - Perform Pre-Lay and Lay Activitie		50	49,639.50
	5	Agricultural Crops Production NC II Crops	Plant	26	749,192.26
	6	Agricultural Crops Production NC II Prepare Land for Agricultural Crops Production	4	18	236,748.48
		Organic Agriculture Production NC Produce Organic Concoctions and	Extracts 4	99	1,095,883.84
		Organic Agriculture Production NC Produce Organic Fertilizer	11 - 1	00	506,843.00

ITB			~	
Clause				
	Lot No.	Lot Title	Number of Toolkits to be Purchased	ABC (in Philippine Peso)
	9	Organic Agriculture Production NC II - Raise Organic Hogs	425	2,198,448.50
	10	Organic Agriculture Production NC II - Raise Organic Small Ruminants	142	774,445.28
	11	Automotive Servicing NC I	45	167,873.85
	12	Driving NC II	751	3,434,045.13
	13	Motorcycle/Small Engine Servicing NC II - Overhaul Motorcycle/Small Engine	50	142,538.50
	14	Motorcycle/Small Engine Servicing NC II - Service Motorcycle/Small Engine System	25	116,260.00
	15	Carpentry NC II	175	1,004,505.25
	16	Construction Painting NC II	50	102,580.50
	17	Masonry NC I	75	138,919.50
	18	Masonry NC II	125	922,962.50
	19	PV Systems Installation NC II Tile Setting NC II	72 170	338,316.48
	21	Electronics Products Assembly and Servicing NC II - Assemble Electronics Products	124	711,230.70 264,804.48
	22	Electrical Installation and Maintenance NC II	691	2,045,353.09
	23	Electronics Products Assembly and Servicing NC II - Service Consumer Electronic Products and Systems	73	89,191.40
	24	Dressmaking NC II	191	1,198,819.14
	25	Tailoring NC II	20	140,738.20
	26	Shielded Metal Arc Welding (SMAW) NC I	633	7,786,241.82
	27	Shielded Metal Arc Welding (SMAW) NC II	616	7,276,118.08
	28	Bread and Pastry Production NC II	2,298	12,063,879.54
	29	Cookery NC II	383	1,653,514.41
20.1	• Pi	roof of ongoing/outstanding contract/s	as identified in	the Statement
	of sh lin O Pi St a fo In	Ongoing Contracts Awarded but Not hall include a copy of any verifiable of nited to the following: (a) Notice of Awarder/s; and (c) Notice to Proceed. Toof of completion of the single largest attement of Single Largest Completed copy of any verifiable document(s) sellowing: (a) Contract/s or Purchase Ord voice/s; (c) Official Receipt/Cash Receiptificate of Performance Evaluation tached as Annex "A").	Yet Started Codocument(s) sold contract as in Contract, which as but no der/s; (b) correction F	ontracts, which uch as but not offer the characteristic in the characteristic in the characteristic in the characteristic in the sponding Sales Receipt; and (d)

ITB Clause		
<u> </u>	 Submission of pieces of evidence such as but not limited manufacturers or distributors un-amended sales literature unconditional statements of specification and compliance issued the manufacturer or distributor, samples, independent test data et as appropriate as proof of compliance with the bidder's actual offer applicable. All samples to be submitted should comply with the agency's technical specifications and performance levels, whe applicable. 	re, by c., f, if he
	 Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as file through the Electronic Filing and Payment System (eFPS). 	ed
	* • Either of the following:	
	 Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months prior to the submission and opening of bids as filed thru eFPS; or 	_
	 b. Percentage Tax Returns (Form 2551M) covering the previo six (6) months prior to the submission and opening of bids filed thru eFPS 	
	 Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 Februa 2005. 	ıry
	 A valid and updated PhilGEPS Certificate of Registration (Platinum Membership), as well as an updated list of eligibility documents specified in Annex "A" of said Certificate of Registration. If the sa Certificate of Registration is no longer valid during the posqualification, the bidder must submit an updated one. 	as aid
	 For verification purposes, the documents listed in Annex "A" of the PhilGEPS Certificate of Registration (Platinum Membership) must be submitted. 	
:	 Documents submitted during post-qualification as part of po- qualification documents must be certified by the authorize representative to be true copy/ies of the original. 	
	 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 ground for post-disqualification as specified in GPPB Circular No. 0 2008 dated 7 March 2008. 	be as
	 To determine the compliance of the items with the requirements of the agency, the actual sample of each item being offered by the bidd 	

ITB Clause	
	together with the Technical Data Sheet will be submitted for purposes of post-qualification.
	The Single/Lowest Calculated Bidder (SCB/LCB) shall be required to do a presentation of the actual sample of the items per lot being offered based on the test parameters of the items stated in the Bidding Documents within five (5) calendar days upon receipt of the Notice of SCB/LCB.
	 If the prospective bidder fails to present the items during the scheduled date of presentation, the Bids and Awards Committee (BAC) shall declare the bidder post-disqualified for failure to comply with agency requirements.
	 For common items with the same technical specifications found in different lots, the bidders may present one (1) sample for all the lots.
	 Similarly, the winning bidder must provide a layout/design for the packing box of the starter toolkits that must pass the post-qualification as per specification herein listed. The sample box per lot must be submitted during post-qualification along with all items per lot.
	 Products covered by BPS Mandatory Product Certification Schemes, whether locally manufactured or imported should pass the Local Quality Control Product and bear ICC and PS marks, as applicable. For ready reference, attached as <u>Annex B</u> is the list of items requiring ICC and PS marks.
	 Imported products (for electronic products) should pass international quality control product standards and have international quality control product markings such as, but not limited to, CE, ISO, ASTM, ASQC, AFCIQ, ASQ, DGQ, EOQC, and IQA.
21.2	No additional requirement.

(Bidder's Client's Company Letterhead)

CERTIFICATE OF PERFORMANCE EVALUATION

This is to	certify that	(NAME OF	BIDDER)	has provided our	company/
				luation on timely	
			ce, warranty	and after sales se	ervice, we
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ANNEX B

Lot No.	Lot/Qualification	Item No.	Item	Minimum Agency Specifications Unless Otherwise Specified	Qty	Unit	Specific Product Coverage	Philippine National Standard/s Reference
28	Bread and Pastry Production NC II	1	Electric Oven	 45 L capacity timer 90 minutes with bell alarm temperature control (100 - 250C) indicator light removable tray for easy cleaning (crumb tray) tempered glass 6 stage heating selection accessories: enamel bake tray, wire rack, tray handle 220 - 240 V, 60Hz Overall Dimension excluding rubber stopper: =55~57 cm * W=40~42 cm * H=34~36 cm With permanent embossed brand logo, TESDA Logo, and "NOT FOR SALE" on the unit, sticker is not allowed 	1	unit	Portable electric ovens with rated voltage of not more than 250 V a.c. Convection oven is covered. Air fryer is not covered.	PNS IEC 60335-2-9:2016 (IEC published 2012) Household and similar electrical appliances - Safety - Part 2-9: Particular requirements for grills toastes and similar portable cooking appliances.

Lot No.	Lot/Qualification	Item No.	Item	Minimum Agency Specifications Unless Otherwise Specified	Qty	Unit	Specific Product Coverage	Philippine National Standard/s Reference
28	Bread and Pastry Production NC II	2	Electric mixer with complete attachments	 Mixer Features, Speed Control, Whisk Number of Attachments: 2 (Dough Hooks, Beater) Settings: 3-speed control option with pulse function Belly diameter of the bowl: 19 cm ~ 19.5 cm Mouth OA diameter of the bowl: 18.5 cm ~ 19 cm 220 - 240 V, 60Hz With permanent embossed brand logo, TESDA Logo, and "NOT FOR SALE" on the surface of the unit, sticker is not allowed 	1	unit	Portable electric food mixers with rated voltage up to 250 V a.c. Battery or DC operated are not covered.	Particular requirements for kitchen machines
29	Cookery NC II	1	Food Processor	 2 speed with pulse with safety lock 1L to 1.8L capacity stainless steel chopping and shredding blades with 5 disc attachments 220v - 250v / 60Hz 450 - 500 watts Power plug: US type 	1	unit	Portable electric food processors with rated voltage up to 250 V a.c. Battery or DC operated are not covered.	PNS IEC 60335-2- 14:2016 (IEC Published 2012) Household and similar electrical appliances – Safety – Part 2 – 14 : Particular requirements for kitchen machines

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	opecial collutions of collitact					
Clause						
1	Delivery and Documents –					
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:					
	[For Goods supplied from abroad] "The delivery terms applicable to Contract are DDP delivered in the Philippines.					
	[For Goods supplied from within the Philippines] "The delivery terms applicable to this Contract are delivered as specified in Section VI. Schedule of Requirements, specifically in the designated warehouses of TESDA Regional Offices. 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 wi the terms specified in Section VI (Schedule of Requirements).					
	For purposes of this Clause, the Procuring Entity's Representative at the designated warehouses are the Technical Inspection and Acceptance Committee (TIAC) of the concerned TESDA Regional Office.					
	A Technical Inspection and Acceptance Committee (TIAC) must be created in each TESDA Provincial Office to inspect and verify the delivery of goods for quantity and conformance to agency's technical specifications.					
	The Provincial Director will use the Inspection and Acceptance Report (IAR), which must be properly signed by the TIAC, as a reference when issuing a Certificate of Acceptance.					
	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;					

GCC Clause	
	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;
	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, as applicable; and
	f. Delivery of toolkits to the designated warehouses at no additional cost to the Procuring Entity.
	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 – Not available.
	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.
	All items per lot/qualification must be contained in one (1) package with a label. Each package must correspond to one (1) lot and contain all the items in that lot since the bidding is on a per lot basis.
	The packaging must be made of either hard plastic or aluminum to safeguard items.

GCC Clause

Each package/container must be labeled individually with water resistant sticker paper weighing 210-300 gsm. The following information must be included on the label in font size 32:

- TESDA Logo
- Lot Number/Name of Qualification

Packages containing items which are easily broken and damaged must be labeled "Fragile."

The winning bidder should also indicate the violator line, "NOT FOR SALE" in the package which must be clearly visible.

However, items with their own packaging, such as ovens, welding machines, and knapsack sprayers, among others, need not be placed together with other items in the lot.

The "NOT FOR SALE" statement and TESDA logo must be embossed on large items.

The following items shall have their own special packaging:

- For welding machines, electric oven, manual knapsack sprayer, it must have an embossed TESDA logo and "NOT FOR SALE" wordings visible on the surface of the item.
- For Construction, Electrical and Electronics, Automotive and Land Transportation Sectors, mechanical tools must have hard plastic or aluminum casing with embossed TESDA logo and "NOT FOR SALE" wordings on the surface.

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.

GCC Clause	
Judoo	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Supplier's 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	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 inspections and tests that will be conducted by the Technical Inspection and Acceptance Committee (TIAC) are:
	 Quantity per item and accessories, if applicable Compliance to the Specification and Test Parameters (Offered vs. Delivered) Functionality

GCC Clause	
	 Products covered by Bureau of Philippine Standard (BPS) Mandatory Product Certification Schemes, whether locally manufactured or imported, should pass the Local Quality Control Product and bear Import Commodity Clearance (ICC) and Philippine Standards (PS) marks, as applicable. Imported products (for electronic products) should pass international quality control product standards and have international quality control product markings such as, but not limited to, CE, ISO, ASTM, ASQC, AFCIQ, ASQ, DGQ, EOQC, and IQA.
5.1	There must be nationwide service centers and warranties for every equipment. As indicated in the warranty column in Section VII (Technical
	Specifications) of the Bidding Documents, every item must have a warranty of at least three (3) months. After the Provincial Office has conducted functional inspection and testing, the warranty period shall commence on the date of acceptance.
5.2	If the delivered toolkits are found to be defective during the warranty period, the winning bidder must replace the item(s) within one (1) month or thirty (30) calendar days after receiving a Notice of Defect. The winning bidder is responsible for covering the Cost of Return.

Section VI. Schedule of Requirements

The delivery schedule expressed in calendar days stipulates hereafter a delivery date which is the date of delivery to the designated warehouses of the regions, as well as the distribution list attached as **Annex C and Annex D**.

Lot No.	Description	Quantity	Delivered Weeks/Months
1	Animal Production (Poultry-Chicken) NC II	167	
2	Animal Production (Ruminants) NC II	25	
3	Animal Production (Swine) NC II	95	
4	Animal Production (Poultry-Chicken) NC II - Perform Pre-Lay and Lay Activities	50	
5	Agricultural Crops Production NC II - Plant Crops	226	
6	Agricultural Crops Production NC III - Prepare Land for Agricultural Crops Production	48	:
7	Organic Agriculture Production NC II - Produce Organic Concoctions and Extracts	499	
8	Organic Agriculture Production NC II - Produce Organic Fertilizer	100	Within ninety (90)
9	Organic Agriculture Production NC II - Raise Organic Hogs	425	calendar days upon receipt of Notice to
10	Organic Agriculture Production NC II - Raise Organic Small Ruminants	142	Proceed
11	Automotive Servicing NC I	45	
12	Driving NC II	751	
13	Motorcycle/Small Engine Servicing NC II - Overhaul Motorcycle/Small Engine	50	
14	Motorcycle/Small Engine Servicing NC II - Service Motorcycle/Small Engine System	25	
15	Carpentry NC II	175	
16	Construction Painting NC II	50	
17	Masonry NC I	75	

Lot No.	Description	Quantity	Delivered Weeks/Months
18	Masonry NC II	125	
19	PV Systems Installation NC II	72	
20	Tile Setting NC II	170	
21	Electronics Products Assembly and Servicing NC II - Assemble Electronics Products	124	
22	Electrical Installation and Maintenance NC II	691	
23	Electronics Products Assembly and Servicing NC II - Service Consumer Electronic Products and Systems	73	Within ninety (90) calendar days upon receipt of Notice to
24	Dressmaking NC II	191	Proceed
25	Tailoring NC II	20	
26	Shielded Metal Arc Welding (SMAW) NC I	633	
27	Shielded Metal Arc Welding (SMAW) NC II	616	
28	Bread and Pastry Production NC II	2,298	
29	Cookery NC II	383	

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of	Signature over Printed Name of	Date
Company/Bidder	Authorized Representative	

DELIVERY ADDRESS PER REGION

Region	Province	Warehouse/Delivery Address					
	Abra	TESDA Provincial Office Poblacion West, Pidigan, Abra					
	Apayao	TESDA Provincial Office / Provincial Government Center, San Isidro Sur, Luna, Apayao					
CAR	Baguio City & Benguet	Provincial Office - Government Center, Upper Wangal, La Trinidad, Benguet					
CAR	Ifugao	Rock Quarry, Awao, Poblacion East, Lagawe, Ifugao					
	Kalinga	TESDA Provincial Office, Purok 6, Bulanao, Tabuk City, Kalinga					
	Mountain Province	3 rd Floor, Tarnate Building, Eyeb, Poblacion, Mountain Province					
	Cagayan	TESDA-Provincial Office Cagayan, Carig Norte, Tuguegarao City, Cagayan					
- 11	Isabela	City Civic Center, Alibagu, City of Ilagan, Isabela					
"	Nueva Vizcaya	Don Domingo Maddela, Bayombong, Nueva Vizcaya					
	Quirino	Senior Citizen Building, Capitol Compound, San Marcos, Cabarroguis, Quirino					
	Aurora	TESDA Provincial Office, Brgy. Buhangin, Baler, Aurora					
	Bataan	Old Bataan Library, Capitol Compound, San Jose, Balanga City, Bataan					
	Bulacan	RSDC Compound, McArthur Highway, Tab Guiguinto, Bulacan					
Ш	Nueva Ecija	Provincial Training Center-Palayan, Ma. Aurora Road, Brgy. Singalat, Palayan City, Nueva Ecija					
	Pampanga	1 st Floor City Central Terminal Brgy. San Juan, City of San Fernando, Pampanga (Old DFA Terminal)					
	Tarlac	Concepcion Vocational School, TRC Compound, Alfonso, Concepcion, Tarlac					
	Zambales	Balili, Palanginan, Iba, Zambales					
N / A	Quezon	QNAS, Malicboy, Pagbilao, Quezon					
IV-A	Rizal	Don Hilario Cruz Ave., Club Manila East Compound, Brgy. San Juan, Taytay, Rizal (Office Ground)					
	Marinduque	Buyabod School of Arts and Trades/ Buyabod, Sta. Cruz, Marinduque					
	Occidental Mindoro	ROMTTAC Compound, Brgy. Sto. Niño, Rizal, Occidental Mindoro					
MIMAROPA	Oriental Mindoro	TESDA MIMAROPA Bldg., Calapan City, Oriental Mindoro					
	Palawan	TESDA PPSAT Complex, Rafols Rd., Brgy. Sta. Monica, Puerto Princesa City, Palawan					
	Rombion	RNIT, Brgy. Poblacion, Alcantara, Romblon					

Region	Province	Warehouse/Delivery Address
	Camarines Norte	TESDA PO Camarines Norte, LGU-Compound, Barangay Pamorangon, Daet, Camarines Norte 4600
	Camarines Sur	TESDA CASIFMAS, Sta. Rosa Del Norte, Pasacao, Camarines Sur
V	Catanduanes	TESDA Provincial Office Catanduanes, CSU Compound, Moonwalk, Calatagan Proper, Virac, Catanduanes
	Masbate	TESDA Provincial Office Masbate, Capitol Road, Brgy. Kalipa, City of Masbate
	Sorsogon	TESDA Sorsogon Provincial Office, City Hall Compound, Cabid-an, Sorsogon City
	Cebu	Salinas Drive, Lahug, Cebu City
VII	Negros Oriental	DCHS Compound, Calindagan, Dumaguete City, Negros Oriental
	Zamboanga City	TESDA Zamboanga City-Isabela City District Office, RTC Compound, Talungon Road, Brgy. San Roque, Zamboanga City
ıx	Zamboanga del Norte	TESDA Zamboanga Del Norte Provincial Office, DSF Compound, Olingan, Dipolog City, Zamboanga Del Norte
	Zamboanga del Sur	TESDA Provincial Office-Zamboanga del Sur, Zone 4, Tiguma, Pagadian City
	Zamboanga Sibugay	Provincial Office, Exit Road, Provincial Capitol Complex, Ipil Heights, Ipil, Zamboanga Sibugay
	Davao City	Regional Training Center-Korea Philippines Vocational Training Center, Davao, Buhisan, Tibungco, Davao City
XI	Davao del Norte	Energy Park, Apokon, Tagum City
	Davao Oriental	Government Center, Dahican, Mati, Davao Oriental

Note: Addresses are subject to change (limited to specific address but still within the region)

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule. Signature over Printed Name of Name of Company/Bidder Date **Authorized Representative**

ANNEX D

DISTRIBUTION MATRIX

Lot	L of Title	DISTRIBUTION PER REGION									
No.	Lot Title	CAR	11	111	IV-A	MIMAROPA	V	VII	IX	XI	Grand Total
1	Animal Production (Poultry-Chicken) NC II	67				100					167
2	Animal Production (Ruminants) NC II					25					25
3	Animal Production (Swine) NC II	25		20		50					95
4	Animal Production (Poultry-Chicken) NC II - Perform Pre-Lay and Lay Activities		50								50
5	Agricultural Crops Production NC II - Plant Crops	77		149							226
6	Agricultural Crops Production NC III - Prepare Land for Agricultural Crops Production		48				i				48
7	Organic Agriculture Production NC II - Produce Organic Concoctions and Extracts	75	74			50				300	499
8	Organic Agriculture Production NC II - Produce Organic Fertilizer	25								75	100
9	Organic Agriculture Production NC II - Raise Organic Hogs	125		75		50				175	425
10	Organic Agriculture Production NC II - Raise Organic Small Ruminants	50	17			50	25				142
11	Automotive Servicing NC I	25		20							45
12	Driving NC II	286	111	74			180	50	50		751
13	Motorcycle/Small Engine Servicing NC II - Overhaul Motorcycle/Small Engine					50				:	50
14	Motorcycle/Small Engine Servicing NC II - Service Motorcycle/Small Engine System	25									25
15	Carpentry NC II	25				75	25	50			175
16	Construction Painting NC II							_	50		50
17	Masonry NC I	25				50					75
18	Masonry NC II	25					:		100		125

Lot		DISTRIBUTION PER REGION									
No.		CAR	11	[1]	IV-A	MIMAROPA	V	VII	IX	XI	Grand Total
19	PV Systems Installation NC II					25	47				72
20	Tile Setting NC II	25	21	49		75					170
21	Electronics Products Assembly and Servicing NC II - Assemble Electronics Products	25				50	49				124
22	Electrical Installation and Maintenance NC II		23	50	24	25	219		125	225	691
23	Electronics Products Assembly and Servicing NC II - Service Consumer Electronic Products and Systems					50	23				73
24	Dressmaking NC II	25	45	21		25		25	50		191
25	Tailoring NC II			20							20
26	Shielded Metal Arc Welding (SMAW) NC I	76		160	50	150		122	75		633
27	Shielded Metal Arc Welding (SMAW) NC II	45	20	178	123	175	25		50		616
28	Bread and Pastry Production NC II	310	95	280	439	25		526	200	423	2,298
29	Cookery NC II	25	43	20		125		50	45	75	383
	Total	1,386	547	1,116	636	1,225	593	823	745	1,273	8,344

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder	Signature over Printed Name of	Date
• •	Authorized Representative	

			CORDILLERA ADMINISTRATIVE REGION (CAR)							
NO.	LOT / QUALIFICATION	Abra	Apayao	Baguio City & Benguet	Ifugao	Kalinga	Mountain Province	TOTAL		
1	Animal Production (Poultry-Chicken) NC II	25				42		67		
3	Animal Production (Swine) NC II	25						25		
5	Agricultural Crops Production NC II - Plant Crops		50		27			77		
7	Organic Agriculture Production NC II - Produce Organic Concoctions and Extracts		25			50		75		
8	Organic Agriculture Production NC II - Produce Organic Fertilizer		25					25		
9	Organic Agriculture Production NC II - Raise Organic Hogs		75			50		125		
10	Organic Agriculture Production NC II - Raise Organic Small Ruminants		50					50		
11	Automotive Servicing NC I			25				25		
12	Driving NC II			171	25		90	286		
14	Motorcycle/Small Engine Servicing NC II - Service Motorcycle/Small Engine System				25			25		
15	Carpentry NC II				25			25		
17	Masonry NC I				25			25		
18	Masonry NC II					25		25		
20	Tile Setting NC II				25			25		
21	Electronics Products Assembly and Servicing NC II - Assemble Electronics Products			25				25		
24	Dressmaking NC II	25						25		
26	Shielded Metal Arc Welding (SMAW) NC I			53	23			76		
27	Shielded Metal Arc Welding (SMAW) NC II			25			20	45		
28	Bread and Pastry Production NC II	50	50	75	20	45	70	310		
29	Cookery NC II	25						25		
TOTAL		150	275	374	195	212	180	1,386		

LOT NO.						
	LOT / QUALIFICATION	Cagayan	Isabela	Nueva Vizcaya	Quirino	TOTAL
4	Animal Production (Poultry- Chicken) NC II - Perform Pre-Lay and Lay Activities		50			50
6	Agricultural Crops Production NC III - Prepare Land for Agricultural Crops Production		48			48
7	Organic Agriculture Production NC II - Produce Organic Concoctions and Extracts	49	25			74
10	Organic Agriculture Production NC II - Raise Organic Small Ruminants			17		17
12	Driving NC II	46	45		20	111
20	Tile Setting NC II				21	21
22	Electrical Installation and Maintenance NC II	23				23
24	Dressmaking NC II		45			45
27	Shielded Metal Arc Welding (SMAW) NC II			20		20
28	Bread and Pastry Production NC II	50	45			95
29	Cookery NC II	23	20			43
TOTAL		191	278	37	41	547

LOT NO.	LOT / QUALIFICATION	REGION III							
		Aurora	Bataan	Bulacan	Nueva Ecija	Pampanga	Tarlac	Zambales	TOTAL
3	Animal Production (Swine) NC II	20							20
5	Agricultural Crops Production NC II - Plant Crops						149		149
9	Organic Agriculture Production NC II - Raise Organic Hogs					50	25		75
11	Automotive Servicing NC I				20				20
12	Driving NC II	24					50		74
20	Tile Setting NC II		24			25			49
22	Electrical Installation and Maintenance NC II						50		50
24	Dressmaking NC II				21				21
25	Tailoring NC II				20				20