

LOT 3 – SUPPLY AND DELIVERY OF HOUSEHOLDS/OFFICE EQUIPMENT AND SUPPLIES

Lot 3 - Attachment 1

SUPPLY AND DELIVERY SCHEDULE of Households/Office Equipment and Supplies

INSTRUCTIONS TO BIDDER:

- (1) Submit a fully priced **Supply, Delivery and Price Schedule**. All rows and columns must be filled out according to your offer.
- (2) If your proposed delivery schedule/(s) exceed/(s) the required delivery schedule/(s) set out below, please provide justification / explanation.

	Item	Description	Unit	Qty	Unit Price	Total Price	Delivery Schedule
1	Refrigerator	Type: Top Freezer Direct Capacity: 9.4 cu ft Compressor: Cool Inverter Compressor Warranty: 10 years Certification: Energy Star from Department of Energy (DOLE) Warranty: 1 year (general)	piece	1			Within thirty (30) working days from the date of signing of the contract
2	Tower Aircon	Nominal Size: 3.0 TR (Tons of Refrigeration) Refrigerant: R410A Cooling Capacity: 37,980 kJ/Hr Energy Efficiency Ratio (EER): 9.2 kJ/W-Hr Certification: Energy Star from DOLE Warranty: <ul style="list-style-type: none"> • Parts and Services: 1 year • Compressor Motor: 5 years <i>Note: Quotation should include installation and commissioning</i>	piece	4			Within thirty (30) working days from the date of signing of the contract
3	Split type Aircon	Capacity: 2.5 hp Type: Split Type (Ceiling suspended) Compressor Type: Inverter Certification: Energy Star from DOLE Warranty: <ul style="list-style-type: none"> • Parts and Services: 1 year • Compressor Motor: 5 years <i>Note: Quotation should include installation and commissioning</i>	set	2			Within thirty (30) working days from the date of signing of the contract
4	Paper Shredder	Intake Capacity: Shreds 30 sheets of paper or more Capability: Heavy-duty, can shred	set	1			Within thirty (30) working days from the date of signing of

	Item	Description	Unit	Qty	Unit Price	Total Price	Delivery Schedule
		staples, paper clips, credit cards, and more Bin Capacity: Between 16 and 36 gallons Warranty: 1 year					the contract
5	Microwave	Capacity: 30 liters Control Panel: Glass Touch Door: Glass Warranty: <ul style="list-style-type: none"> • Parts and Services: 1 year • Compressor Motor: 2 years on magnetron 	set	1			Within thirty (30) working days from the date of signing of the contract
6	Water Dispenser	Type: Freestanding, Bottom Loading Features: Hot Water, Normal Water, Cold Water Additional Features: Fast Cooling, Low Noise Operation Warranty: 1 year	set	2			Within thirty (30) working days from the date of signing of the contract
7	Dinnerware and Silverwares	<u>Dinner Plates</u> Size: 12" diameter Material: Ceramic Color: White Quantity: 24 pieces <u>Glasses</u> Type: Regular Drinking Glasses Color: Clear Quantity: 24 pieces <u>Cups and Saucers Set</u> Cup Size: 90 ml Material: Ceramic Color: White Quantity: 24 sets (24 cups + 24 saucers) <u>Silverware Set</u> Pieces: Knives, Spoons, Forks Quantity: 24 sets (each set includes 1 knife, 1 spoon, 1 fork)	set	24			Within thirty (30) working days from the date of signing of the contract

Lot 3 - Attachment 2

TECHNICAL SPECIFICATIONS Households/Office Equipment and Supplies

INSTRUCTION TO BIDDER:

- (1) **All rows and columns must be completely filled out** according to your offer. Do not leave any row or column blank.
- (2) If your offered technical specifications are different from the preferred technical specifications, **please provide justification / explanation.**

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
1	Refrigerator	Type: Top Freezer Direct Capacity: 9.4 cu ft Compressor: Cool Inverter Compressor Warranty: 10 years Certification: Energy Star from Department of Energy (DOLE) Warranty: 1 year (general)	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of ten (10) years for compressor, and minimum of one (1) year for parts and services, from delivery and TESDA's acceptance]</i>
2	Tower Aircon	Nominal Size: 3.0 TR (Tons of Refrigeration) Refrigerant: R410A Cooling Capacity: 37,980 kJ/Hr Energy Efficiency Ratio (EER): 9.2 kJ/W-Hr Certification: Energy Star from DOLE Warranty: <ul style="list-style-type: none"> • Parts and Services: 1 year • Compressor Motor: 5 years <i>Note: Quotation should include installation and commissioning</i>	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of five (5) years for compressor, and minimum of one (1) year for parts and services, from delivery and TESDA's acceptance]</i>
3	Split type Aircon	Capacity: 2.5 hp Type: Split Type (Ceiling suspended) Compressor Type: Inverter	<i>[please fill out with your offered specifications]</i>	<i>[please fill out with your offered accessories, if any, otherwise write "N/A"]</i>	<i>[please fill out with your offered spare parts, if any, otherwise write "N/A"]</i>	<i>[please fill out if any, otherwise write "N/A"]</i>	<i>[Warranty should be for a minimum of five (5) years for compressor, and minimum of one (1) year for parts and services, from delivery and TESDA's acceptance]</i>

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
		Certification: Energy Star from DOLE Warranty: <ul style="list-style-type: none"> Parts and Services: 1 year Compressor Motor: 5 years <i>Note: Quotation should include installation and commissioning</i>		<i>write "N/A"</i>	<i>"N/A"</i>		<i>(1) year for parts and services, from delivery and TESDA's acceptance]</i>
4	Paper Shredder	Intake Capacity: Shreds 30 sheets of paper or more Capability: Heavy-duty, can shred staples, paper clips, credit cards, and more Bin Capacity: Between 16 and 36 gallons Warranty: 1 year	<i>[please fill out with your offered specifications]</i>	N/A	N/A	N/A	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
5	Microwave	Capacity: 30 liters Control Panel: Glass Touch Door: Glass Warranty: <ul style="list-style-type: none"> Parts and Services: 1 year Compressor Motor: 2 years on magnetron 	<i>[please fill out with your offered specifications]</i>	N/A	N/A	N/A	<i>[Warranty should be for a minimum of two (2) years for magnetron, and minimum of one (1) year for parts and services, from delivery and TESDA's acceptance]</i>
6	Water Dispenser	Type: Freestanding, Bottom Loading Features: Hot Water, Normal Water, Cold Water Additional Features: Fast Cooling, Low Noise Operation Warranty: 1 year	<i>[please fill out with your offered specifications]</i>	N/A	N/A	N/A	<i>[Warranty should be for a minimum of one (1) year from delivery and TESDA's acceptance]</i>
7	Dinnerware and Silverwares	<u>Dinner Plates</u> Size: 12" diameter Material: Ceramic Color: White Quantity: 24 pieces <u>Glasses</u> Type: Regular Drinking Glasses Color: Clear Quantity: 24 pieces	<i>[please fill out with your offered specifications]</i>	N/A	N/A	N/A	N/A

Item No.	Name of the Equipment	Preferred Technical Specifications	Offered Technical Specifications	Accessories (if any)	Spare Parts (if any)	Installation and Training	Warranty of Equipment/parts
		<p><u>Cups and Saucers Set</u> Cup Size: 90 ml Material: Ceramic Color: White Quantity: 24 sets (24 cups + 24 saucers)</p> <p><u>Silverware Set</u> Pieces: Knives, Spoons, Forks Quantity: 24 sets (each set includes 1 knife, 1 spoon, 1 fork)</p>					

**FORM OF QUOTATION
(Households/Office Equipment and Supplies)**

To: **TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY**
Central Office, East Service Road, South
Luzon Expressway,
Fort Bonifacio, Western Bicutan, Taguig City

We offer to execute the **Supply and delivery of Households/Office Equipment and Supplies (G401-C)** accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [*amount in words and numbers*] (_____) [*name of currency*]_____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.

Name of Purchaser : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

CONTRACT

Name of Country: Philippines

Project Name: Loan 4268-PHI: Supporting Innovation in Philippine Technical and Vocational Education and Training System (SIPTVETS) Project

Name of Contract: Supply and delivery of Households/Office Equipment and Supplies

Contract Number: G401-C

This Contract is entered into on ___[date]___ day of ___[month]___, ___[year], between ___[name of Purchaser]___ (hereinafter called "the Purchaser") on the one part, and ___[name of Supplier]___ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for _____ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of ___[amount in words]___ [amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation, with Supply and Delivery Schedule;**
 - b) **Contract Terms and Conditions;** and
 - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of **Republic of the Philippines** on the date indicated above.

<p>Signature and seal of the Purchaser: For and on behalf of</p> <hr/> <p>Name of Authorized Representative</p>	<p>Signature and seal of the Supplier: For and on behalf of</p> <hr/> <p>Name of Authorized Representative</p>
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CONTRACT TERMS AND CONDITIONS

Project Name: Supply and delivery of Households/Office Equipment and Supplies
Purchaser: Technical Education and Skills Development Authority
Package No.: G401-C

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of [ADB's Anticorruption Policy](#) (1998, as amended to date) and [Integrity Principles and Guidelines](#) (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding _____ months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

9. Delivery and Documents

9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

11.1 Payment of the contract price shall be made in the following manner:

- (a) 90% within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and
- (b) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

13. Defects

13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the _____ [*arbitration law or rules of the Purchaser's country*].

15. Failure to Perform

15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

16. Force Majeure

16.1 The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

(a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(b) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

17. Termination Due to Integrity Violation

17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,

- (a) the Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
- (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.