

**Supply and delivery of various supplies  
for the implementation of Diversified  
Livelihood Batch 3 - 2**

(GF-NLFO-21-03-04)

for

Department of Labor and Employment Regional  
Office No. VIII

March 11, 2021

## Glossary of 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.

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**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.

**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)

**UN** – United Nations.

## Section I. Invitation to Bid

### **INVITATION TO BID FOR *Supply and delivery of various supplies for the implementation of Diversified Livelihood Batch 3 - 2020***

1. The *Department of Labor and Employment Regional Office No. VIII*, through the funding year 2021 intends to apply the sum of PhP247,000.00 for Fabrication of Pedicab, units, PhP19,000.00 for Nego-kart, food cart, unit, PhP6,800.00 for Burger griller, with deep fryer, stainless steel, gas-operated, unit, PhP31,500.00 for Weighing scale, at least 10 kgs., good quality, units, PhP58,000.00 for Stove, double burner, with LPG hose and regulator, pcs, PhP17,600.00 for Casserole, for stovetop, round shape with cover, aluminum/stainless, durable, pcs, PhP20,000.00 for Rice cooker, at least 1.8 liters capacity, unit, PhP34,000.00 for Chest freezer, at least 4 cu.ft. with temperature control, with drain, grip handle, with wire basket, PhP6,200.00 for Cellphone, dual SIM, with loader SIM Card, unit, PhP6,900.00 for Globe load, load, PhP6,900.00 for Smart Load, load, PhP15,750.00 for LPG Gas, at least 11 kgs with tank, tanks, PhP20,000.00 for Sewing Machine with motor, unit, PhP3,000.00 for Hair Straightening Iron, unit, PhP2,500.00 for Electric Hair Blower, unit, PhP2,500.00 for Hair Straightening Medicine, set, PhP4,700.00 for Make-up kit, assorted, with box, set, PhP3,500.00 for Manicure and Pedicure set, set, PhP1,500.00 for Mirror, wall-mounted at least 2 x 3 feet, with frame, set, PhP2,300.00 for Automatic Hair Curler, unit, PhP5,000.00 for Digital Weighing Scale, with price computing, at least 10 kgs capacity, display window (weight, unit, PhP4,500.00 for Plastic Heat Sealer Machine, good quality, unit, PhP3,000.00 for Cooler box, insulated, plastic, at least 20 liters, unit, PhP10,000.00 for Refrigerator, at least 1.8 cu ft, unit, PhP36,000.00 for Welding Machine, at least 300 amperes, unit, PhP15,000.00 for Electric Hand Drill, at least 200 watts, unit, PhP9,000.00 for Electric Cutter, handheld, unit, PhP15,000.00 for Incubator-hatcher machine, digital, automatic turning, good quality, unit, PhP40,000.00 for Tractor engine, at least 10 hp, unit, PhP38,700.00 for Monobloc table or plastic table, pcs, PhP61,200.00 for Monobloc chair or plastic chair, pcs, PhP3,600.00 for Wooden folding table, pcs, PhP393,360.00 for Rice, white, well-milled, good quality, 50 kgs, sacks, PhP13,920.00 for Softdrinks, 200ml, cases, PhP18,240.00 for Softdrinks, 300ml, cases, PhP22,392.00 for Softdrinks, 8oz (375ml), cases, PhP24,864.00 for Softdrinks , 1 Liter, cases, PhP1,600.00 for Developer Feeds for chicks, kgs, PhP3,000.00 for Vitamins, soluble powder, 150g, units, PhP2,100.00 for Water bottle, round blue, at least 5-gal , for water refilling, bottles, PhP1,400.00 for Vinegar, 1-gallon, gallons, PhP3,200.00 for Liquid Seasoning, 1-gallon, gallons, PhP2,800.00 for Pineapple juice, 1-gallon, gallons, being the ABC to payments under the contract for each lot/item. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The Department of Labor and Employment Regional Office No. VIII now invites bids for Supply and delivery of various supplies for the implementation of Diversified Livelihood Batch 3 - 2020. Delivery of the Goods is required within 30 calendar days from receipt of Notice of Award. Bidders should have completed, within 2 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 IRR of RA No. 9184, otherwise known as the *“Government Procurement Reform Act”*.

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. Interested Bidders may obtain further information from Department of Labor and Employment Regional Office No. VIII and inspect the Bidding Documents at the address given below during 9:00 AM to 3:00 PM.
5. A complete set of Bidding Documents may be acquired by interested Bidders on March 11, 2021 from the given address and website below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP 500.00/lot. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The Department of Labor and Employment Regional Office No. VIII will hold a Pre-Bid Conference on March 19, 2021 2:00 PM at DOLE Conference Room, Second Floor, DOLE Bldg., DOLE Compound, Trece Martires St., Tacloban City, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before April 5, 2021 1:30 PM. 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 April 5, 2021 2:00 PM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The Department of Labor and Employment Regional Office No. VIII reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35.6 and 41 of the 2016 revised IRR RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Atty. Cecilio I. Baleña  
Department of Labor and Employment Regional Office No. VIII  
DOLE Bldg., DOLE Compound, Trece Martires St., Tacloban City  
Email: doletacloban@yahoo.com  
Telephone: 053 832 0697  
Fax No: Not Applicable  
ro8.dole.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: [www.gppbgovph.com](http://www.gppbgovph.com)

For online bid submission: [www.gppbgovph.com](http://www.gppbgovph.com)

A handwritten signature in black ink, consisting of a large, stylized letter 'C' with a diagonal stroke through it, followed by a smaller 'I' and a final flourish.

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Atty. Cecilio I. Baleña



## **Section II. Instruction to Bidders**

### **1. Scope of Bid**

The Procuring Entity, Department of Labor and Employment Regional Office No. VIII wishes to receive Bids for the Supply and delivery of various supplies for the implementation of Diversified Livelihood Batch 3 - 2020, with identification number GF-NLFO-21-03-04.

The Procurement Project (referred to herein as "Project") is composed of 3 lots, the details of which are described in Section VII (Technical Specifications).

### **2. Source of Funds**

2.1 The GOP through the source of funding as indicated below for 2021 in the amount of PhP1,237,530.00.

2.2 The source of funding is: NGA, the General Appropriations Act or Special Appropriations

### **3. Bidding Requirements**

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual 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 invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

### **4. Corrupt, Fraudulent, Collusive, and Coercive Practices**

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

### **5. Eligible Bidders**

5.1 Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

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

5.3 Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of expendable supplies: The Bidder must have completed a single contract

that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC

5.4 The Bidders shall comply with the eligibility criteria under Sections 23.4.1 and 23.4.2 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

7.2 In the event that any subcontractor is found by any Procuring Entity to be ineligible, the subcontracting of such portion of the Project shall be disallowed.

7.3 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **Invitation to Bid**.

## **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 the address or through electronic mail indicated in the BDS, 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 2 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 from the DTI, SEC, or CDA issued in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.
- 11.3 Any bid exceeding the ABC indicated in paragraph 1 of the **Invitation to Bid** 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 the BDS.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - ii. The price of other (incidental) services, if any, as listed in **Section VII. Technical Specifications.**

## 13. Bid and Payment Currencies

- 13.1 For Goods that the Bidder will supply from outside the Philippines, the 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, whole or in part, 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 August 3, 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 requests additional two (2) hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

#### **16. Deadline for Submission of Bids**

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

#### **17. Opening and Preliminary Examination of Bids**

17.1 The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **Invitation to Bid**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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 Entity's Bids and Awards Committee shall immediately conduct a detailed

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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.

evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The Bids and Awards Committee 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 may be awarded as follows:

Option 1 - One Project having several items that shall be awarded as one contract.

Option 2 - One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

Option 3 - One Project having several items, which shall be awarded as separate contracts per item.

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 Bids and Awards Committee 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 documents are indicated in the **BDS**.

### Section III. Bid Data Sheet

ITB Clause					
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. Lot 1 - refers to contracts involving fabrication of pedicabs/nego karts/frying equipment. Lots 2 and 3 - refers to contracts involving supply and delivery of general merchandise products</p> <p style="margin-left: 40px;">b. completed within 2 years prior to the deadline for the submission and receipt of bids.</p>				
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than PhP 24,750.60, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than PhP 61,876.50, if bid security is in Surety Bond.</p>				
19.3	Lot No	Item No	Description	ABC	Quantity
	1	1	Fabrication of Pedicab, units	247,000.00	13
	1	2	Nego-kart, food cart, unit	19,000.00	1
	1	3	Burger griller, with deep fryer, stainless steel, gas-operated, unit	6,800.00	1
	2	1	Weighing scale, at least 10 kgs., good quality, units	31,500.00	21
	2	2	Stove, double burner, with LPG hose and regulator, pcs	58,000.00	10
	2	3	Casserole, for stovetop, round shape with cover, aluminum/stainless, durable, pcs	17,600.00	40
	2	4	Rice cooker, at least 1.8 liters capacity, unit	20,000.00	10
	2	5	Chest freezer, at least 4 cu.ft. with temperature control, with drain, grip handle, with wire basket	34,000.00	2
	2	6	Cellphone, dual SIM, with loader SIM Card, unit	6,200.00	1
	2	7	Globe load, load	6,900.00	6000
	2	8	Smart Load, load	6,900.00	6000
	2	9	LGP Gas, at least 11 kgs with tank, tanks	15,750.00	5
	2	10	Sewing Machine with motor, unit	20,000.00	1
	2	11	Hair Straightening Iron, unit	3,000.00	1
	2	12	Electric Hair Blower, unit	2,500.00	1
	2	13	Hair Straightening Medicine, set	2,500.00	1
	2	14	Make-up kit, assorted, with box, set	4,700.00	1
	2	15	Manicure and Pedicure set, set	3,500.00	1
	2	16	Mirror, wall-mounted at least 2 x 3 feet, with frame, set	1,500.00	1

2	17	Automatic Hair Curler, unit	2,300.00	1
2	18	Digital Weighing Scale, with price computing, at least 10 kgs capacity, display window (weight, unit	5,000.00	1
2	19	Plastic Heat Sealer Machine, good quality, unit	4,500.00	1
2	20	Cooler box, insulated, plastic, at least 20 liters, unit	3,000.00	1
2	21	Refrigerator, at least 1.8 cu ft, unit	10,000.00	1
2	22	Welding Machine, at least 300 amperes, unit	36,000.00	3
2	23	Electric Hand Drill, at least 200 watts, unit	15,000.00	3
2	24	Electric Cutter, handheld, unit	9,000.00	3
2	25	Incubator-hatcher machine, digital, automatic turning, good quality, unit	15,000.00	1
2	26	Tractor engine, at least 10 hp, unit	40,000.00	2
3	1	Monobloc table or plastic table, pcs	38,700.00	45
3	2	Monobloc chair or plastic chair, pcs	61,200.00	120
3	3	Wooden folding table, pcs	3,600.00	4
3	4	Rice, white, well-milled, good quality, 50 kgs, sacks	393,360.00	149
3	5	Softdrinks, 200ml, cases	13,920.00	96
3	6	Softdrinks, 300ml, cases	18,240.00	96
3	7	Softdrinks, 8oz (375ml), cases	22,392.00	72
3	8	Softdrinks , 1 Liter, cases	24,864.00	48
3	9	Developer Feeds for chicks, kgs	1,600.00	20
3	10	Vitamins, soluble powder, 150g, units	3,000.00	10
3	11	Water bottle, round blue, at least 5-gal , for water refilling, bottles	2,100.00	6
3	12	Vinegar, 1-gallon, gallons	1,400.00	4
3	13	Liquid Seasoning, 1-gallon, gallons	3,200.00	4
3	14	Pineapple juice, 1-gallon, gallons	2,800.00	4
20	Not applicable			
21	Not applicable			

## 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. This is in consonance with 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. 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 **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 from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any 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 Contract 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 Bidder 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 62.2 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

GCC Clause	
1.1	The Procuring Entity's address for Notices is: Department of Labor and Employment Regional Office No. VIII DOLE Bldg., DOLE Compound, Trece Martires St., Tacloban City Email: doletacloban@yahoo.com Telephone: 053 832 0697 Fax No: Not Applicable
2	Additional requirements for the completion of this Contract shall be provided below.
	<b>Delivery and Documents</b>
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to the Contract are DDP delivered . In accordance with INCOTERMS.
	The delivery terms applicable to this Contract are delivered DOLE Regional Office No. VIII, Trece Martires St., Tacloban City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). The details of shipping and/or other documents to be furnished by the Supplier are as follows: 1. Original of the Supplier's invoice showing goods' description, quantity, unit price and total amount 2. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel 3. Certificate of Acceptance/Inspection Report signed by the DOLE's representative at the Project site.
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Alejo M. Labrador, Jr. Flordelis O. Ceniza Catherine T. Ambait.
	<b>Incidental Services</b>
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	<b>Spare Parts</b>
	<b>Packaging</b>
	The Supplier shall provide such packaging of the Goods as is required to prevent their

	<p>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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</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>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>
4	<p>The inspections and tests that will be conducted are:  The DOLE VIII may reject any goods or any part thereof that fail to pass any test and or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected goods or parts thereof or make alternations necessary to meet the specifications at any cost to the DOLE VIII and shall repeat the test and/or inspection, at no cost the DOLE VIII</p>

## Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Pedicab, units	13		30 calendar days
2	Nego-Kart (Food Cart), units	1		30 calendar days
3	Burger griller with deep fryer, stainless steel, gas-operated	1		30 calendar days
4	Weighing Scale, at least 10 kgs, good quality, units	21		30 calendar days
5	Stove, double burner, with LPG, Hose & Regulator, pcs	10		30 calendar days
6	Casserol, for stovetop, round shape, with cover, aluminum/ stainless, durable, pcs	40		30 calendar days
7	Rice Cooker, at least 1.8 liter capacity, units	10		30 calendar days
8	Chest Freezer, at least 4 cu ft, with temperature control, with drain, grip handle, with wire basket, units	2		30 calendar days
9	Cellphone, Dual Sim, with Loader SIM Card, units	1		30 calendar days
10	Globe load, load	6000		30 calendar days
11	Smart Load, load	6000		30 calendar days
12	LPG Gas, at least 11 kgs with tank, tanks	5		30 calendar days
13	Sewing Machine, with motor, unit	1		30 calendar days
14	Hair Straightener Iron, unit	1		30 calendar days
15	Electric Hair Blower, unit	1		30 calendar days
16	Hair Straightening Medicine, set	1		30 calendar days
17	Make-up Kit, assorted, with box, set	1		30 calendar days
18	Manicure & Pedicure Set, set	1		30 calendar days
19	Mirror, wall-mounted, at least 2 feet x 3 feet, with frame, set	1		30 calendar days
20	Automatic Hair Curler, unit	1		30 calendar days
21	Digital Weighing Scale, with price computing, at least 10 kgs. Capacity, display window (Weight, Unit Price, & Total Price), unit	1		30 calendar days
22	Plastic Heat Sealer Machine, good quality, unit	1		30 calendar days

23	Cooler Box, insulated, plastic, at least 20 liters, unit	1	30 calendar days
24	Refrigerator, at least 1.8 cu ft, unit	1	30 calendar days
25	Welding Machine, at least 300 Amperes, units	3	30 calendar days
26	Electric Hand Drill, at least 200 watts, units	3	30 calendar days
27	Electric Cutter, handheld, units	3	30 calendar days
28	Incubator-Hatcher Machine, digital, automatic turning, good quality, unit	1	30 calendar days
29	Tractor Engine, at least 10 HP, units	2	30 calendar days
30	Monobloc table or plastic table, pcs	45	30 calendar days
31	Monobloc chair or plastic chair, pcs	120	30 calendar days
32	Wooden folding table, pcs	4	30 calendar days
33	Rice, white, well-milled, good quality, 50kgs, sacks	149	30 calendar days
34	Softdrinks, 200ml, cases	96	30 calendar days
35	Softdrinks, 300ml, cases	96	30 calendar days
36	Softdrinks, 8 oz (375ml), cases	72	30 calendar days
37	Softdrinks, 1 liter, cases	48	30 calendar days
38	Developer feeds for chicks, kgs	20	30 calendar days
39	Vitamins, soluble powder, 150g, units	10	30 calendar days
40	Water bottle, round blue, at least 5-gallons, for water refilling, bottles	6	30 calendar days
41	Vinegar, 1-gallon, gallons	4	30 calendar days
42	Liquid Seasoning, 1-gallon, gallons	4	30 calendar days
43	Pineapple juice, 1-gallon, gallons	4	30 calendar days

## **Section VII. Technical Specifications**

# Technical Specifications

Item	Specification	Statement of Compliance (state "COMPLY" or "NOT COMPLY")
	<b>LOT 1: FABRICATED EQUIPMENT</b>	
1	13 units Pedicab	
2	1 unit Nego-Kart (Food Cart)	
3	1 unit Burger Griller, with Deep Fryer, stainless steel, gas-operated	
	<b>HARDWARE MATERIALS, EQUIPMENT, CELLPHONE LOAD, &amp; ELECTRONIC GADGETS</b>	
1	21 units Weighing Scale, at least 10 kgs, good quality	
2	10 pc Stove, double burner, with LPG, Hose & Regulator	
3	40 pcs Casserol, for stovetop, round shape, with cover, aluminum/ stainless, durable	
4	10 unit Rice Cooker, at least 1.8 liter capacity	
5	2 units Chest Freezer, at least 4 cu ft, with temperature control, with drain, grip handle, with wire basket	
6	1 units Cellphone, Dual Sim, with Loader SIM Card	
7	6000 load Globe Load	
8	6000 load Smart Load	
9	5 tanks LPG Gas, at least 11 kgs with tank	
10	1 unit Sewing Machine, with motor	
11	1 unit Hair Straightener Iron	
12	1 unit Electric Hair Blower	
13	1 set Hair Straightening Medicine	
14	1 set Make-up Kit, assorted, with box	
15	1 set Manicure & Pedicure Set	
16	1 set Mirror, wall-mounted, at least 2 feet x 3 feet, with frame	

17	1 unit Automatic Hair Curler
18	1 unit Digital Weighing Scale, with price computing, at least 10 kgs. Capacity, display window (Weight, Unit Price, & Total Price)
19	1 unit Plastic Heat Sealer Machine, good quality
20	1 unit Cooler Box, insulated, plastic, at least 20 liters
21	1 unit Refrigerator, at least 1.8 cu ft
22	3 unit Welding Machine, at least 300 Amperes
23	3 unit Electric Hand Drill, at least 200 watts
24	3 unit Electric Cutter, handheld
25	1 unit Incubator-Hatcher Machine, digital, automatic turning, good quality
26	2 unit Tractor Engine, at least 10 HP
	<b>LOT 3: GROCERY ITEMS,</b>
1	45 pcs Monobloc Table or Plastic Table
2	120 pcs Monobloc Chair or Plastic Chair
3	4 pcs Wooden Folding Table
4	149 sacks Rice, white, well-milled, good quality, 50 kgs
5	96 cases Softdrinks, 200 ml
6	96 cases Softdrinks, 300 ml
7	72 cases Softdrinks, 8 oz (375 ml)
8	48 cases Softdrinks, 1 Liter
9	20 kgs Developer Feeds for chicks
10	10 units Vitamins, soluble powder, 150 g
11	6 bottles Water Bottle, round, blue, at least 5-gallons, for water refilling
12	4 gallons Vinegar, 1-gallon
13	4 gallons Liquid Seasoning, 1-gallon
14	4 gallons Pineapple Juice, 1-gallon



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

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name of  
Authorized Representative**

\_\_\_\_\_  
**Date**

## Section VIII. Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

##### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (d) Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

##### Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;  
**and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents;  
**and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration;  
**and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;  
**and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);  
**and**  
if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder;  
**and**

##### Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding

calendar year which should not be earlier than two (2) years from the date of bid submission;

**and**

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

**or**

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

**and**

***Class "B" Documents***

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

**or**

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

**and**

**II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form;

**and**

- (b) Original of duly signed and accomplished Price Schedule(s).

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

- (c) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (d) Certification from the DTI, SEC, or CDA if the Bidder claims preference as a Domestic Bidder or Domestic Entity.