

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Procurement of TVL Tools and Equipment

PROCURING ENTITY:

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF EDUCATION
Cordillera Administrative Region
SCHOOLS DIVISION OF BAGUIO CITY
#82 Military Cut-Off, Baguio City
Tel. No.: 446-0275 Fax: (074) 442-7819

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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Schedule of Requirements; Section VII. Technical Specifications, and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII. Bidding Forms.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, 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, except for the notes introducing Section VIII. Bidding Forms where the information is useful for the Bidder. 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 Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. 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, BDS, SCC, Schedule of Requirements, and Specifications are not part of

¹ Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VIII. Bidding Forms since these provide important guidance to Bidders.

- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (e) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

TABLE OF CONTENTS

SECTION I. INVITATION TO BID.....	5
SECTION II. INSTRUCTIONS TO BIDDERS	10
SECTION III. BID DATA SHEET	41
SECTION IV. GENERAL CONDITIONS OF CONTRACT	46
SECTION V. SPECIAL CONDITIONS OF CONTRACT	63
SECTION VI. SCHEDULE OF REQUIREMENTS.....	70
SECTION VII. TECHNICAL SPECIFICATIONS.....	71
SECTION VIII. BIDDING FORMS.....	74
SECTION IX. FOREIGN-ASSISTED PROJECTS.....	88

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement;
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned; and
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Section 21.2.1(c) of the IRR of RA 9184².

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids;
- (b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- (c) The deadline for the submission and receipt of bids from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated in the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

² Two years after the effectivity of the 2016 Revised IRR of R.A. No. 9184 on 28 October 2016, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a procuring entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.

For foreign-assisted projects, the Invitation to Bid to be used is provided in Section IX- Foreign-Assisted Projects.



Department of Education
Cordillera Administrative Region
SCHOOLS DIVISION OF BAGUIO CITY
82 Military Cut-Off, Baguio City
Telefax No. (074) 442-7819



INVITATION TO BID FOR

- (1) *Procurement of TVL Tools and Equipment in Automotive Servicing (NC I)*
- (2) *Procurement of TVL Tools and Equipment for Cookery (NCII)*
- (3) *Procurement of TVL Tools and Equipment for Food and Beverage*
- (4) *Procurement of TVL Tools and Equipment Bread and Pastry Production*

Bid Reference No. 001, s.2019

1. The *Department of Education, Schools Division of Baguio City* intends to apply the sum of:

Lot No.	Approved Budget for the Contract (ABC)	Name/Identification/Number of Contract
1	One Million Three Hundred Ninety Two Thousand One Hundred Ninety Pesos (Php1,392,190.00)	Procurement of TVL Tools and Equipment in Automotive Servicing (NC I)
2	One Million Two Hundred Eight Thousand Nine Hundred Fifty Two Pesos and 50/100 (Php1,208,952.50)	Procurement of TVL Tools and Equipment for Cookery (NCII)
3	Five Hundred Ninety Five Thousand Seven Hundred Forty Three Pesos and 10/100 (Php595,743.10)	Procurement of TVL Tools and Equipment for Food and Beverage
4	Six Hundred Fifty Seven Thousand Two Hundred Eighty One Pesos and 28/100 (Php657,281.28)	Procurement of TVL Tools and Equipment Bread and Pastry Production

being the Approved Budget for the Contract (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 Education, Schools Division of Baguio City* now invites bids for *the procurement of tools and equipment for TVL, as the case may be, for each*

*corresponding lot abovementioned.*³ Delivery of the Goods is required *on the date of the activity*. Bidders should have completed, within *at least 6 months* 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) 9184, otherwise known as the “Government Procurement Reform Act”.

In addition,

- (i) 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 5183.
4. Interested bidders may obtain further information from ***Department of Education, Schools Division of Baguio City, # 82 Military Cu-Off, Baguio City*** and inspect the Bidding Documents at **www.depedpines.com** or the address given during *Monday to Friday 8:00 AM - 5:00 PM*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***February 4, 2019*** from the address 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 Four Thousand Pesos only (P4,000.00)*.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *Department of Education SDO Baguio City* will hold a Pre-Bid Conference⁴ on ***February 12, 2019, 9:00 AM*** at *DepED, Schools Division of Baguio City Conference Hall, # 82 Military Cut-Off, Baguio City*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before ***February 26, 2019, 8:45 AM***. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

³ See Attachment 1 for the provided brief description of the type(s) of Goods, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

⁴May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Bid opening shall be on **February 26, 2019, 9:00 AM** at *DepED, Schools Division of Baguio City Conference Hall, # 82 Military Cut-Off, Baguio City*. 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.

8. The *Department of Education, Schools Division of Baguio City* 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 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

SORAYA T. FACULO, Ph.D.

BAC Chairperson

Department of Education, Schools Division of Baguio City

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Website: www.depedpines.com

SORAYA T. FACULO

BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification and on the award of contract.

This Section also contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail, information or requirements included in Section II which are specific to each procurement.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). 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.

TABLE OF CONTENTS

A. GENERAL	13
1. Scope of Bid	13
2. Source of Funds	13
3. Corrupt, Fraudulent, Collusive, and Coercive Practices	13
4. Conflict of Interest	14
5. Eligible Bidders	16
6. Bidder's Responsibilities	17
7. Origin of Goods	19
8. Subcontracts	19
B. CONTENTS OF BIDDING DOCUMENTS	20
9. Pre-Bid Conference	20
10. Clarification and Amendment of Bidding Documents	20
C. PREPARATION OF BIDS	21
11. Language of Bid	21
12. Documents Comprising the Bid: Eligibility and Technical Components	21
13. Documents Comprising the Bid: Financial Component	23
14. Alternative Bids	24
15. Bid Prices	24
16. Bid Currencies	26
17. Bid Validity	26
18. Bid Security	27
19. Format and Signing of Bids	29
20. Sealing and Marking of Bids	29
D. SUBMISSION AND OPENING OF BIDS	30
21. Deadline for Submission of Bids	30
22. Late Bids	30
23. Modification and Withdrawal of Bids	31
24. Opening and Preliminary Examination of Bids	31
E. EVALUATION AND COMPARISON OF BIDS	33
25. Process to be Confidential	33
26. Clarification of Bids	33
27. Domestic Preference	33

28.	Detailed Evaluation and Comparison of Bids	34
29.	Post-Qualification.....	35
30.	Reservation Clause	36
F.	AWARD OF CONTRACT.....	37
31.	Contract Award	37
32.	Signing of the Contract	38
33.	Performance Security	39
34.	Notice to Proceed	40
35.	Protest Mechanism.....	37

A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

The Procuring Entity has a budget or has received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, 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. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 3.

4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of

interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines; and
 - (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.

- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

- (a) Eligibility Documents –

Class "A" Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement 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

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (ii.8) date of delivery; and
- (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized

statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. 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 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, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A

bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any

government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;

- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 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”.
- 20.2. 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.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the **BDS**.

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall

not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with ITB Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of

Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
 - (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required

under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

26. Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
 - (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
 - (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
 - (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0)

or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.

28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

29. Post-Qualification

29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.

29.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as

ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
 - (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;
 - (c) Signing of the contract as provided in **ITB** Clause 32; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

<p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

33.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

34. Notice to Proceed

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

35. Protest Mechanism

Decisions of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section IX- Foreign-Assisted Projects.

Bid Data Sheet

ITB Clause											
1.1	<p>The Procuring Entity is <i>Department of Education, Schools Division of Baguio City</i></p> <p>The name of the Contract is :</p> <p>(1) Procurement of TVL Tools and Equipment in Automotive Servicing (NC I)</p> <p>(2) Procurement of TVL Tools and Equipment for Cookery (NCII)</p> <p>(3) Procurement of TVL Tools and Equipment for Food and Beverage</p> <p>(4) Procurement of TVL Tools and Equipment Bread and Pastry Production</p> <p>The identification number of the Contract is <i>001, s. 2019.</i></p>										
1.2	No further instructions.										
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>FY 2018 GAA</i> in the <i>accumulated</i> amount of :</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>One Million Three Hundred Ninety Two Thousand One Hundred Ninety Pesos (Php1,392,190.00)</td> </tr> <tr> <td style="text-align: center;">2</td> <td>One Million Two Hundred Eight Thousand Nine Hundred Fifty Two Pesos and 50/100 (Php1,208,952.50)</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Five Hundred Ninety Five Thousand Seven Hundred Forty Three Pesos and 10/100 (Php595,743.10)</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Six Hundred Fifty Seven Thousand Two Hundred Eighty One Pesos and 28/100 (Php657,281.28)</td> </tr> </tbody> </table> <p>NOTE: <i>In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.</i></p>	Lot No.	Approved Budget for the Contract (ABC)	1	One Million Three Hundred Ninety Two Thousand One Hundred Ninety Pesos (Php1,392,190.00)	2	One Million Two Hundred Eight Thousand Nine Hundred Fifty Two Pesos and 50/100 (Php1,208,952.50)	3	Five Hundred Ninety Five Thousand Seven Hundred Forty Three Pesos and 10/100 (Php595,743.10)	4	Six Hundred Fifty Seven Thousand Two Hundred Eighty One Pesos and 28/100 (Php657,281.28)
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4	Six Hundred Fifty Seven Thousand Two Hundred Eighty One Pesos and 28/100 (Php657,281.28)										

	<p>The name of the Project is:</p> <p><i>(1) Procurement of TVL Tools and Equipment in Automotive Servicing (NC I)</i></p> <p><i>(2) Procurement of TVL Tools and Equipment for Cookery (NCII)</i></p> <p><i>(3) Procurement of TVL Tools and Equipment for Food and Beverage</i></p> <p><i>(4) Procurement of TVL Tools and Equipment Bread and Pastry Production</i></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	<i>For the procurement of Non-expendable Supplies and Services: The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</i>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	Not applicable.
10.1	<p>The Procuring Entity's address is:</p> <p style="text-align: center;"><i>Department of Education, Schools Division of Baguio City # 82 Military Cut-Off, Baguio City</i></p> <p style="text-align: center;"><i>SORAYA T. FACULO, Ph.D.</i> <i>BAC Chairperson (074) 442-7819 depedbaguioicity@gmail.com</i></p>
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within 6 <i>months</i> prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.

13.1(b)	No further instructions.										
13.1(c)	No additional requirements.										
13.2	<p>The ABC is :</p> <table border="1"> <thead> <tr> <th>Lot No.</th> <th>Approved Budget for the Contract (ABC)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>One Million Three Hundred Ninety Two Thousand One Hundred Ninety Pesos (Php1,392,190.00)</td> </tr> <tr> <td>2</td> <td>One Million Two Hundred Eight Thousand Nine Hundred Fifty Two Pesos and 50/100 (Php1,208,952.50)</td> </tr> <tr> <td>3</td> <td>Five Hundred Ninety Five Thousand Seven Hundred Forty Three Pesos and 10/100 (Php595,743.10)</td> </tr> <tr> <td>4</td> <td>Six Hundred Fifty Seven Thousand Two Hundred Eighty One Pesos and 28/100 (Php657,281.28)</td> </tr> </tbody> </table> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>	Lot No.	Approved Budget for the Contract (ABC)	1	One Million Three Hundred Ninety Two Thousand One Hundred Ninety Pesos (Php1,392,190.00)	2	One Million Two Hundred Eight Thousand Nine Hundred Fifty Two Pesos and 50/100 (Php1,208,952.50)	3	Five Hundred Ninety Five Thousand Seven Hundred Forty Three Pesos and 10/100 (Php595,743.10)	4	Six Hundred Fifty Seven Thousand Two Hundred Eighty One Pesos and 28/100 (Php657,281.28)
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15.4(a)(iv)	No incidental services are required.										
15.4(b)	Not applicable										
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.										
16.3	Not applicable										
17.1	Bids will be valid until.										
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than P_____ [Insert 2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than P_____ [Insert 5% of ABC] if bid security is in Surety Bond. 										
18.2	The bid security shall be valid until <i>120 days</i> from the scheduled opening of bids										
20.3	Each Bidder shall submit <i>One</i> original and <i>One</i> copy of the first and second components of its bid.										
21	The address for submission of bids is										

	<p style="text-align: center;">Department of Education, Schools Division of Baguio, 82 Military Cut Off, Baguio City</p> <p>The deadline for submission of bids is <i>February 26, 2019 8:45 AM.</i></p>
24.1	<p>The place of bid opening is</p> <p style="text-align: center;">Department of Education, Schools Division of Baguio, Conference Hall 82 Military Cut Off, Baguio City</p> <p>The date and time of bid opening is <i>February 26, 2019 9:00 AM.</i></p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p>Grouping and Evaluation of Lots –</p> <p><i>Lots should be formed of similar items that are likely to attract the maximum competition. A lot is the quantity and number of items that will be included in a single contract. For example:</i></p> <p><i>Option 1 – Each item to be evaluated and compared with other Bids separately and recommended for contract award separately.</i></p> <p><i>Option 2 - All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p> <p><i>Option 3 - Similar items, to be grouped together to form several lots that shall be evaluated and awarded as separate contracts.</i></p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
28.4	No further instructions.
29.2	<i>No additional requirement.</i>
32.4(f)	<i>No additional requirement.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

TABLE OF CONTENTS

1. DEFINITIONS	49
2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	50
3. INSPECTION AND AUDIT BY THE FUNDING SOURCE	51
4. GOVERNING LAW AND LANGUAGE.....	51
5. NOTICES.....	51
6. SCOPE OF CONTRACT.....	52
7. SUBCONTRACTING.....	52
8. PROCURING ENTITY’S RESPONSIBILITIES.....	52
9. PRICES	52
10. PAYMENT.....	53
11. ADVANCE PAYMENT AND TERMS OF PAYMENT	53
12. TAXES AND DUTIES.....	54
13. PERFORMANCE SECURITY	54
14. USE OF CONTRACT DOCUMENTS AND INFORMATION.....	55
15. STANDARDS.....	55
16. INSPECTION AND TESTS.....	55
17. WARRANTY.....	56
18. DELAYS IN THE SUPPLIER’S PERFORMANCE	57
19. LIQUIDATED DAMAGES	57
20. SETTLEMENT OF DISPUTES	57
21. LIABILITY OF THE SUPPLIER.....	58
22. FORCE MAJEURE.....	58
23. TERMINATION FOR DEFAULT.....	58
24. TERMINATION FOR INSOLVENCY	59
25. TERMINATION FOR CONVENIENCE	59
26. TERMINATION FOR UNLAWFUL ACTS	60
27. PROCEDURES FOR TERMINATION OF CONTRACTS.....	60
28. ASSIGNMENT OF RIGHTS.....	61

29. CONTRACT AMENDMENT 62
30. APPLICATION..... 62

1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The “Funding Source” means the organization named in the SCC.
- (k) “The Project Site,” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an

administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the

SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
- 6.2. 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this 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.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon

prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to **GCC** Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1. 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 the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

- (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1. 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. The **SCC** and Section VII. 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.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity 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 alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. 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, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity

may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1. The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity 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 the *force majeure*.

23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of

Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:

- (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
 - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
 - (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section IX-Foreign-Assisted Projects.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is <i>Department of Education, Schools Division of Baguio City</i> .
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is</p> <p>the Government of the Philippines (GOP) through <i>FY 2018 GAA (Acticity Code AC-18-TECS-TEC-HRTD-038)</i>.</p> <p>NOTE: <i>In the case of National Government Agencies, the General Appropriations Act and/or continuing appropriations; in the case of Government-Owned and/or –Controlled Corporations, Government Financial Institutions, and State Universities and Colleges, the Corporate Budget for the contract approved by the governing Boards; in the case of Local Government Units, the Budget for the contract approved by the respective Sanggunian.</i></p>
1.1(k)	The Project Site is <i>Department of Education, Schools Division of Baguio City, # 82 Military Cut-Off, Baguio City</i>
2.1	No further instructions.
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p style="text-align: center;"><i>Department of Education, Schools Division of Baguio City # 82 Military Cut-Off, Baguio City</i></p> <p style="text-align: center;">SORAYA T. FACULO, Ph.D. <i>BAC Chairperson Telefax No. (074) 442 7819</i></p> <p>The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered at Department of Education, Schools Division of Baguio City, # 82 Military Cut-Off,</i></p>

Baguio 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:

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier’s factory inspection report;
- (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.

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:

Select appropriate requirements and delete the rest.

- (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;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of

the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in Section VI. Schedule of Requirements and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *One (1) Year*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *a* month of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the

GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

Transportation –

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall

	<p>be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</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>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable.
10.5	Payment using LC is not allowed.”
11.3	Maintain the GCC Clause.
13.4(c)	No further instructions.
16.1	Inspections and tests will be conducted upon delivery of goods
17.3	<p><i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p><i>If the Goods pertain to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
17.4	The period for correction of defects in the warranty period is <i>30 days</i> .
21.1	No additional provision.

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

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured.. Only if this is done will the objectives of transparency, equity, efficiency, fairness and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.”

References to brand names cannot be used when the Funding Source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Quantity	Item	Specification	Statement of Compliance
			<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).</p>
		Please see attached Specifications.	
xxxxxx Nothing Follows xxxxxx			

Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause 15 with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB** Clause 18.1.

The **Contract Agreement Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted Bid resulting from price corrections. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB** Clause 4.2. Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

TABLE OF CONTENTS

BID FORM..... 77
CONTRACT AGREEMENT FORM..... 80
OMNIBUS SWORN STATEMENT..... 82
BANK GUARANTEE FORM FOR ADVANCE PAYMENT 86
BID SECURING DECLARATION FORM87

Bid Form

Date: _____
Invitation to Bid⁵ N^o: _____

To: FEDERICO P. MARTIN, Ed.D., CESO VI
Schools Division Superintendent
Department of Education, Schools Division of Baguio City
82 Military Cut-Off, Baguio City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:⁶

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

⁵ If ADB, JICA and WB funded projects, use IFB.

⁶ Applicable only if the Funding Source is the ADB, JICA or WB.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity].*

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____, Invitation to Bid⁷ Number ____. Page ____ of _____.

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁷ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid⁸ Number ____ Page of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁸ If ADB, JICA and WB funded projects, use IFB.

Contract Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. **Select one, delete the other:**

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

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

2. **Select one, delete the other:**

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. **Select one, delete the rest:**

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____, 20__ at _____, Philippines.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION Invitation to Bid: *[Insert Reference number]*

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

I/We⁹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

⁹ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Section IX. Foreign-Assisted Projects

Notes on Foreign-Assisted Projects

This Section is intended to assist the Procuring Entity in providing the specific information for foreign-assisted projects of the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank.

- (a) If the Funding Source is ADB, the Procuring Entity should use the ADB Bid Data Sheet and the ADB Special Conditions of Contract..
- (b) If the Funding Source is JICA, the Procuring Entity should use Section III. Bid Data Sheet and Section V. Special Conditions of Contract, both of the GOP.
- (c) If the Funding Source is World Bank, the Procuring Entity should use the World Bank Bid Data Sheet and the World Bank Special Conditions of Contract of the GOP.

The Procuring Entity shall use these PBDs with minimum changes as necessary to address project-specific conditions. Any such changes shall be introduced only through the Bid Data Sheet or through the Special Conditions of Contract, and not by introducing changes in the standard wording of the Instructions to Bidders and the General Conditions of Contract.

The Procuring Entity shall allow the Bidders sufficient time to study the Bidding Documents, prepare and complete responsive bids, and submit their bids. A period of at least twenty (20) days for bid preparation shall be required.

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1 (c) of the IRR of R.A. 9184¹⁰;
- (b) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids; and
- (c) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned from the time the Invitation to Bid is advertised until

¹⁰ Two years after the effectivity of the 2016 Revised IRR of RA 9184, on _____, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a procuring entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general circulation.

the deadline for the submission and receipt of bids, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids.
- (b) The place where the Bidding Documents may be acquired or the website where it may be downloaded.
- (c) The deadline for the submission and receipt of bids; and
- (d) Any important bid evaluation criteria.

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

Notes on the Bid Data Sheet

This Section is intended to assist the Procuring Entity in providing the specific information in relation to the corresponding clauses in the ITB, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding Bid price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II. Instructions to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II. Instructions to Bidders as necessitated by the circumstances of the specific procurement, must also be incorporated.

Notes on the Special Conditions of the Contract

Similar to the Section III. Bid Data Sheet, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods procured. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV. General Conditions of

Contract must be incorporated.

- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

Table of Contents

INVITATION TO BID FOR FOREIGN-ASSISTED PROJECTSERROR! BOOKMARK NOT DEFINED.

ASIAN DEVELOPMENT BANK BID DATA SHEETERROR! BOOKMARK NOT DEFINED.

ASIAN DEVELOPMENT BANK SPECIAL CONDITIONS OF CONTRACTERROR! BOOKMARK NOT D

WORLD BANK BID DATA SHEETERROR! BOOKMARK NOT DEFINED.

WORLD BANK SPECIAL CONDITIONS OF CONTRACTERROR! BOOKMARK NOT DEFINED.

Invitation to Bid for Foreign-Assisted Projects

[Letterhead of the Procuring Entity] **INVITATION TO BID FOR *[Insert name of Project]***

1. The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Grant]* from the *[state the foreign government/foreign or international financing institution, (e.g. Asian Development Bank, Japan International Cooperative Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Grant]* to payments under the contract for *[insert name/no. of contract]*.

Select this for lot-procurement:

The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Grant]* from the *[state the foreign government/foreign or international financing institution, (e.g. Asian Development Bank, Japan International Cooperative Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Grant]* to payments under the contract for *[insert name/no. of contract]* for Lot *[insert number and identification of lot]*.

2. The *[insert name of Procuring Entity]* now invites bids for *[insert brief description of Goods to be procured]*.¹¹ Delivery of the Goods is required *[insert the required delivery date or expected contract duration]*. Bidders should have completed, within *[insert relevant period]* 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 Sub-section 5, Section II. Instructions to Bidders and the corresponding *{[insert Asian Development Bank or World Bank, as appropriate]}* Bid Data Sheet.
3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”, with some amendments, as stated in these Bidding Documents and is open to all Bidders from eligible source countries as defined in the applicable procurement guidelines of the *[state the foreign government/foreign or international financing institution concerned (e.g. Asian Development Bank, Japan International Cooperation Agency, or World Bank)]*. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The approved budget for the contract (ABC) *{in case of lot-procurement, insert: “for Lot [insert number and identification]”}* is *[insert here the amount of the ABC]*.

[If ADB-funded project, ABC may be published, but it shall not be stated or implied that bid prices may not exceed ABC.]

¹¹ A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

4. Interested bidders may obtain further information from *[insert name of the Procuring Entity]* and inspect the Bidding Documents at the address given below during *[insert office hours]*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *[insert date of availability of Bidding Documents]* from the address below *{[Insert if necessary: and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB¹², in the amount of [insert amount in Pesos]. Note: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issues by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.}*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) *{[insert and the website of the Procuring Entity, as applicable]}* provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *[insert name of the Procuring Entity]* will hold a Pre-Bid Conference¹³ on *[insert time and date]* at *[insert address for Pre-Bid Conference, if applicable]*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before *[insert time and date]*. All Bids must be accompanied by a bid security in the amount of _____ in *[insert the acceptable form]*.

Bid opening shall be on *[insert time and date]* at *[insert address for Bid opening]*. 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.

8. *[Insert such other necessary information deemed relevant by the Procuring Entity]*
9. The *[insert name of the Procuring Entity]* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

[Insert name of officer]
[Insert name of office]

¹² For ADB-funded projects, the cost of bidding documents must be nominal, and may not be in accordance with the Guidelines issued by the GPPB. As such, the text “, pursuant to the latest Guidelines issued by the GPPB,” shall be deleted.

¹³ May be deleted in case the ABC is less than One Million Pesos (PhP 1,000,000.00) where the Procuring Entity may not hold a pre-bid conference.

[Insert postal address] and/or [Insert street address]

[Insert telephone number, indicate city code]

[Insert contact's email address]

[Insert facsimile number]

[Insert website address, if applicable]

*[Insert Name and Signature of the BAC
Chairperson or the Authorized
Representative of the BAC Chairperson]*

Asian Development Bank Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <i>[insert name of Procuring Entity]</i>
1.2	The lot(s) and reference is/are: <i>[insert name]</i>
2	<p>The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is: <i>[Insert the name of the project]</i></p> <p>Payments by the Foreign Funding Source will be made only at the request of the Procuring Entity and upon approval by the Funding Source in accordance with the terms and conditions of Loan <i>{[or Grant, or Financing]}</i> Agreement No. _____ (hereinafter called the "Financing Agreement"), and will be subject in all respect to the terms and conditions of that Financing Agreement and the applicable law. No party other than the Procuring Entity shall derive any rights from the Financing Agreement or have any claim to the funds.</p>
3.1	<p>ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of</p>

	<p>this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <ul style="list-style-type: none">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e)
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	<p>materially impeding ADB's contractual rights of audit or access to information; and</p> <p>(vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p>
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	<p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.</p>
5.1	<p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p> <p>An Eligible Bidder shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.</p>
5.2	<p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p>
5.4	<p>Instruction is the same as the GOP Bid Data Sheet</p>
7	<p>Eligible goods and services shall have their origin in eligible source countries as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p> <p>For the purpose of this Clause, origin means the country where the goods have been grown in, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p>

8.1	Instruction is the same as the GOP Bid Data Sheet
8.2	Instruction is the same as the GOP Bid Data Sheet
9.1	Instruction is the same as the GOP Bid Data Sheet
10.1	Instruction is the same as the GOP Bid Data Sheet
12.1	<p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <ul style="list-style-type: none"> i. Registration Certification of the Company; ii. List and copy of relevant contracts that comply to the experience requirement as specified in ITB Clause 5.4; iii. Audited financial statement for the past two years; iv. Committed Line of Credit from a universal or commercial bank, in accordance with ITB Clause 5.5 v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract; <p>b. Technical Documents</p> <ul style="list-style-type: none"> vi. Bid Security or Bid Securing Declaration as required in the ITB 18; vii. Conformity with the technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; viii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms. <p>Foreign bidders may submit the equivalent documents, if any, issued by the</p>

	country of the foreign bidder.
12.1(a)(ii)	Instruction is the same as the GOP Bid Data Sheet
13.1	Instruction is the same as the GOP Bid Data Sheet
13.1(b)	Domestic preference is not applicable
13.1(c)	Instruction is the same as the GOP Bid Data Sheet
13.2	ABC does not apply as ceiling for bid prices
15.4(a)(iv)	Instruction is the same as the GOP Bid Data Sheet
15.4(b)	Instruction is the same as the GOP Bid Data Sheet
16.1(b)	Instruction is the same as the GOP Bid Data Sheet
16.3	Instruction is the same as the GOP Bid Data Sheet
17.1	Instruction is the same as the GOP Bid Data Sheet
18.1	Instruction is the same as the GOP Bid Data Sheet
18.2	Instruction is the same as the GOP Bid Data Sheet
20.3	Instruction is the same as the GOP Bid Data Sheet
21	Instruction is the same as the GOP Bid Data Sheet
24.1	<p>The BAC shall open the bids in public on <i>[insert date and time of bid opening]</i>, at <i>[insert place of bid opening]</i>.</p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids</p>

	shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS and the procuring entity's websites.
24.2	During Bid opening, if the first envelope lacks any of the documents listed in the ADB BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. Only the unopened second envelope shall be returned to the Bidder.
24.3	The BAC shall immediately open the financial proposals in the second envelope of the responsive bids. The bid price shall be read and recorded.
27.1	Domestic preference is not applicable
28.3(a)	Instruction is the same as the GOP Bid Data Sheet
28.3(b)	Instruction is the same as the GOP Bid Data Sheet
28.4	ABC does not apply as ceiling for bid prices
29.2	Instruction is the same as the GOP Bid Data Sheet
32.4(f)	Instruction is the same as the GOP Bid Data Sheet

Asian Development Bank Special Conditions of Contract

The ADB adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clause 1.1(j) (Funding Source) and GCC Clause 2.1 (Corrupt, Fraudulent, Collusive, and Coercive Practices) which shall read as follows:

SCC Clause	
1.1(j)	The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i> .
2.1	<p>ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="padding-left: 40px;">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p style="padding-left: 40px;">(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB’s contractual rights of audit or access to information; and

(vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or

<p>obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.</p>
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World Bank Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <i>[insert name of purchasing organization]</i>
1.2	The lot(s) and reference is/are: <i>[insert name]</i>
2	The Funding Source is the World Bank through <i>[indicate the Loan/Grant No.]</i> in the amount of <i>[insert amount of funds]</i> . The name of the Project is: <i>[Insert the name of the project]</i>
3.1	The World Bank Guidelines on Anti-Corruption, as stated in the Loan Agreement and as annexed to the World Bank Standard Conditions of Contract, shall be adopted.
5.1	No further instruction.
5.2	The Loan/Grant Agreement provides that procurement shall follow the Bank's Procurement Guidelines and Section 1.8 thereof permits the participation of firm from all countries except for those mentioned in Section 1.10 thereof."
5.4	Instruction is the same as the GOP Bid Data Sheet
7	Instruction is the same as the GOP Bid Data Sheet
8.1	Instruction is the same as the GOP Bid Data Sheet
8.2	Instruction is the same as the GOP Bid Data Sheet
9.1	Instruction is the same as the GOP Bid Data Sheet
10.1	Instruction is the same as the GOP Bid Data Sheet
12.1	<p>During Bid opening, if the first bid envelope lacks any of the following documents, the bid shall be declared non-responsive.</p> <p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <p>i. Registration Certification of the Company; ii. List of relevant contracts that comply to experience requirement as</p>

	<p>specified in ITB Clause 5.4;</p> <p>iii. Audited financial statement for the past 2 years;</p> <p>iv. Line of Credit from a universal or commercial bank, in accordance with ITB Clause 5.5;</p> <p>v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract.</p> <p>b. Technical Document</p> <p>v. Bid Security or bid securing declaration as required in ITB 18;</p> <p>vi. Conformity with the technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents;</p> <p>vii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>
12.1(a)(ii)	Instruction is the same as the GOP Bid Data Sheet
13.1	Instruction is the same as the GOP Bid Data Sheet
13.1(b)	Domestic preference is not applicable.
13.2	<p>ABC does not generally apply as a ceiling for bid prices.</p> <p>However, subject to prior concurrence of the World Bank, a ceiling may be applied to bid prices provided the following conditions are met:</p> <p>a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.</p> <p>b) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of works) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.</p> <p>c) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.</p>

	<p>d) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.</p> <p>e) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.</p>
15.4(a)(iv)	Instruction is the same as the GOP Bid Data Sheet
15.4(b)	Instruction is the same as the GOP Bid Data Sheet
16.1(b)	Instruction is the same as the GOP Bid Data Sheet
16.3	Instruction is the same as the GOP Bid Data Sheet
17.1	Instruction is the same as the GOP Bid Data Sheet
18.1	Instruction is the same as the GOP Bid Data Sheet
18.2	Instruction is the same as the GOP Bid Data Sheet
20.3	Instruction is the same as the GOP Bid Data Sheet
21	Instruction is the same as the GOP Bid Data Sheet
24.1	<p>The BAC shall open the bids in public on <i>[insert date and time of bid opening]</i>, at <i>[insert place of bid opening]</i>.</p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS and the procuring entity's websites.</p>
24.2	During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity.
24.3	The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders.
27.1	No domestic preference is applicable.
28.3(a)	Instruction is the same as the GOP Bid Data Sheet
28.3(b)	Instruction is the same as the GOP Bid Data Sheet
28.4	<i>Follow Clause ITB No. 13.2 on whether ABC as a price ceiling will apply.</i>

29.2	Instruction is the same as the GOP Bid Data Sheet
32.4(f)	Instruction is the same as the GOP Bid Data Sheet

World Bank Special Conditions of Contract

The World Bank adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clause 2.1 (Corrupt, Fraudulent, Collusive, and Coercive Practices) which shall read as follows:

SCC Clause	
1.1(j)	The World Bank is the Funding Source through Loan Agreement No._____
1.1(k)	Instruction is the same as the GOP SCC
2.1	Adopted is Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants dated October 15, 2006 and Revised in January 2011, that is Annex to the SCC.
6.2	Instruction is the same as the GOP SCC
10.4	Instruction is the same as the GOP SCC
10.5	Instruction is the same as the GOP SCC
11.3	Instruction is the same as the GOP SCC
13.4(c)	Instruction is the same as the GOP SCC
16.1	Instruction is the same as the GOP SCC
17.3	Instruction is the same as the GOP SCC
17.4	Instruction is the same as the GOP SCC
21.1	Instruction is the same as the GOP SCC



Republic of the Philippines
DEPARTMENT OF EDUCATION
Cordillera Administrative Region
SCHOOLS DIVISION OF BAGUIO CITY
Upper Session Road Ext., Baguio City
Tel. No.: 446-1488 Fax: (074) 442-7819



Additional Instructions

The following are the additional instructions to bidders:

1. Follow the Sealing and Marking of Bids (Two-Envelope System) (ANNEX A).
2. All bidders are required to request to join bidding from PhilGEPS for the project.
3. All representatives of interested bidders (sole proprietorship, partnership, or corporation) should submit an authorization from proprietor, general manager or the board of directors.
4. Bidders are advised to get the updated checklist of documents to be submitted during the opening of bids. Copy of which is hereto attached. (ANNEX B)
5. For the bid security, cash is discouraged. Bidders may also opt to submit Bid Security Declaration (BSD) aside from those enumerated in item 18.1 of the BDS.
6. As to the synchronization of time of deadline for the submission of bids, bidders are instructed to follow the time at the Division Office Biometric Machine.
7. Those who bought bid documents are required to notify the BAC if they decide not to participate in the opening of bids.
8. The procuring entity shall conduct **SAMPLE EVALUATION** during the post qualification evaluation of the goods for procurement based on the following:
 - (1) Technical specifications; and
 - (2) Bureau of Learning Resources (BLR) – Cebu Inspection and Test Protocol
9. The procuring entity shall conduct a two-layered inspection, thus:
 - (1) **PRE-DELIVERY INSPECTION**
 - a. Using the BLR – Cebu Inspection and Test Protocol, conduct a 100% pre-delivery visual and dimensional inspection at the warehouse of the supplier prior to the delivery to the recipient schools based on the technical specifications and the approved and accepted samples;

- b. Printed graduations and/or markings must be clear and legible and in standard form and could not be easily scratched off/peeled off;
- c. All markings/labels must be incorrect spelling
- d. A functionality test must be done to validate the level of performance and accuracy of the equipment;
- e. Quality control product markings are required. If not available, the Supplier is required to submit quality assurance certificate/s issued by the manufacturer/s;
- f. Non-compliance with the technical specifications and/or approved sample will be the basis for the rejection of goods;
- g. Turnover rejected goods to the Supplier for replacement. The replacement goods will be subjected to the same inspection and test procedures;
- h. Procuring entity inspectors to seal the package of the goods that passed the inspection and test by signing and providing date across the sealing tapes; QC passed stickers on the goods that passed the QC inspection shall be provided.

(2) FINAL INSPECTION AND ACCEPTANCE AT THE RECIPIENT SCHOOLS

- a. Using the BLR – Cebu Inspection and Test Protocol, conduct inventory and final acceptance, 100% visual and dimensional re-inspection and re-test of the delivered goods based on the technical specifications and the approved and accepted samples; goods shall not be accepted with broken seal or open package;
- b. A functionality test must be done to validate the level of performance and accuracy of the equipment;
- c. Non-compliance with the technical specifications and/or approved sample will be the basis for the rejection of goods;

10. Bidders who do not meet the requirements specified in the Bid Documents and this Supplemental Bid Bulletin will automatically be disqualified.

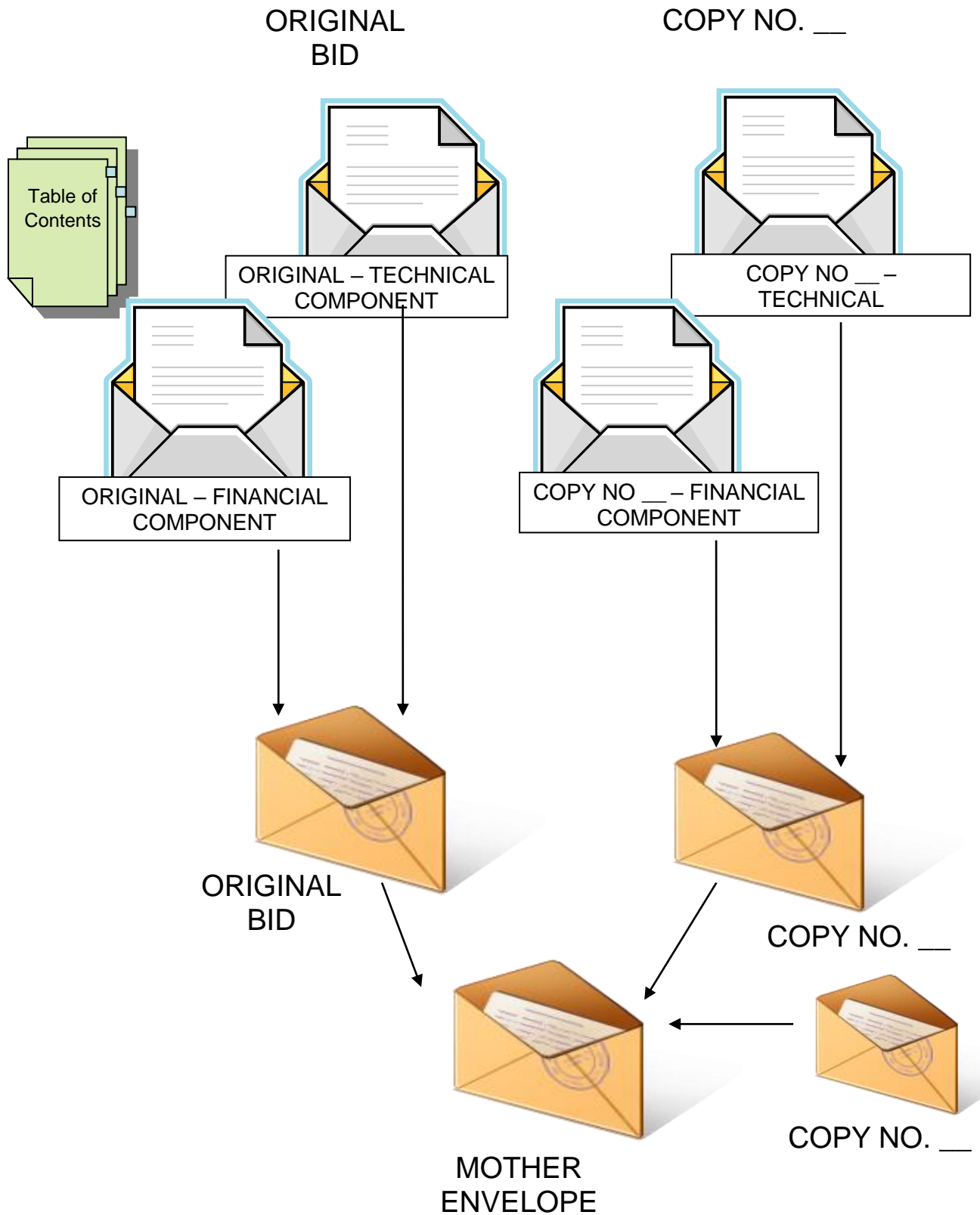
11. Failure on the part of the bidders to comply with the foregoing instructions or additional requirements shall be a ground for the bidder to be disqualified to join the bidding process.

For Guidance and information of all concerned.

SORAYA T. FACULO, Ph.D.
BAC – Chairman

ANNEX A

Envelope Sealing Illustration



ANNEX B



Republic of the Philippines
DEPARTMENT OF EDUCATION
Cordillera Administrative Region
SCHOOLS DIVISION OF BAGUIO CITY
Upper Session Road Ext., Baguio City
Tel. No.: 446-1488 Fax: (074) 442-7819



Contractor/Prospective Bidder: _____

Checklist of the Eligibility-Technical and the Financial Component Documents for Bidders

I. Technical Component Envelope

Eligibility Requirements

Class "A" Documents

Legal Documents

- PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- Duly signed Statement of all 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;
- Duly signed Statement Identifying Bidder's Single Largest Completed Contract similar to the contract to be bid, in accordance with ITB Clause 5.4

The two statements required shall indicate for each contract the following:

- Name of the contract;
- Date of the contract;
- Contract duration;
- Owner's name and address;
- Kind of Goods/Service;
- For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- Date of completion or delivery;
- end user's acceptance, or official receipt(s), or sales invoice, issued for the contract, if completed, which shall be attached to the statements.

- NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class “B” Documents

- Valid and duly signed joint venture agreement pursuant to ITB 5.1, 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. If JVA is not applicable, submit a document stating that Joint Venture Agreement is “NOT APPLICABLE.”

a. Technical Documents

- Original copy of Bid Security, in accordance with ITB Clause 18;
- Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- Original and duly signed copy of Omnibus Sworn Statement in accordance with Section VIII. Bidding Forms.

NUMBER OF COPIES OF TECHNICAL COMPONENT IN SEPARATE ENVELOPES

- One (1) original copy and
- Two (2) additional copy

I. FINANCIAL COMPONENT ENVELOPE

- Original copy of duly signed Financial Bid Form

NUMBER OF COPIES OF FINANCIAL COMPONENT ENVELOPES

- One (1) original copy and
- Two (2) additional copy

The Bidder is responsible to double check the full description of above requirements in the bidding documents issued by the Procuring Entity.

The bidders are required to provide a Table of Contents and corresponding tab/label for each submitted technical and financial components to help ensure completeness of submission by the bidders and facilitate examination by the BAC.

SORAYA T. FACULO
BAC Chairman

JULIET SANNAD
BAC Vice Chairman

FERNANDO ELEPONGA
BAC Member

ROBERTO R.GONZALES
BAC Member

FRANCISCO C. COPSIYAN
BAC Member

Head BAC TWG

PMO/End User

Representative

Representative



ATTACHMENT 1 TO INVITATION TO BID

TECHNICAL SPECIFICATIONS

<i>LOT NO. 1 – Procurement of TVL Tools and Equipment in Automotive Servicing (NC I)</i>				
Unit	Item Description	Quantity	Unit Cost	Total Cost
	EQUIPMENT			
UNIT	Diesel Engine with manual transmission	1		-
	The item shall have the following specifications:			
	Surplus engine to be used for instruction purposes with the following specs.			
	1) Design: Inline 4-cylinder engine			
	2) Fuel Pump System: Rotary VE pump			
	3) Overhead cam, rocker arm type			
	4) Valves per Cylinder: 4			
	5) Fuel: Diesel			
	6) Emissions Standard: Euro 2			
	7) All sensors should be functional			
	8) Fuel system: CRDI (Common Rail Direct Injection)			
	9) Quick start (perfect timing)			
	10) Fast starting starter			
	11) Glow plug with continuity to the coil			
	12) No oil leak, combustion leak, and head gasket leak			
	13) Radiator: 2 tubes			
	14) Make: Year 2005 and up			
	15) Must be in good running condition			
	16) Provide engine stand with rollers, engine bracket, and engine support(rubber), (design provided)			
	17) 1 year warranty(parts) 5 years (service)			
	18) Should have available spare parts nationwide for a period of 5 years (minimum).			
	19) With Service centers located in major cities in the Philippines.			
	Gasoline Engine with manual transmission	1		-
	The item shall have the following specifications:			
	Surplus engine to be used for instruction purposes with the following specs.			
	1) Design: Inline 4-cylinder engine			

	2) Fuel system: EFI (Electronic Fuel Injection)			
	3) Ignition System: Inductive type			
	4) Overhead cam, bucket type (not hydraulic)			
	5) Displacement: 1.390 cu. cm., (42.769 Hp)			
	6) Valves per Cylinder: 4			
	7) Fuel: Unleaded Gasoline			
	8) Emissions Standard: Euro 2			
	9) No oil leak, combustion leak, and head gasket leak			
	10) Quick start (perfect timing)			
	11) Fast starting starter			
	12) Radiator type: 2 tubes			
	13) Make: Year 2005 and up			
	14) Must be in good running condition			
	15) Provide engine stand with rollers, engine bracket, and engine support (rubber), (design provided)			
	16) 1 year warranty (parts) 5 years (service)			
	17) Should have available spare parts nationwide for a period of 5 years (minimum).			
unit	Surplus Motor Vehicle	1		-
	Diesel engine with 4 pistons, 8 valves, currently registered, good running condition, with ABS, Model 2005 and above. No leakage on engine, transmission and differential, Any color			
			Sub-total	0.00
Units	(Surplus) Gasoline Engine , 8 valves, carbureted type, Good. Running condition , Complete Accesories	3		-
Units	(Surplus) Gasoline Engine , 16 valves, carburetor type. Good Running Condition , Complete Accessories	3		-
Units	(Surplus) Transmission , Any Brand / Type	5		-
Units	(Surplus) Differential , Any Brand / Type	5		-
Units	(Surplus) Diesel Engine with transmission, any brand / type, with complete accessories and parts. Belt type, Good running condition.	4		-
Units	(Surplus)Radiator - 2 tube with upper and lower hose	5		-
			Sub-total	-
	TOTAL ABC			1,392,190.00

LOT NO. 2 – Procurement of TVL Tools and Equipment for Cookery (NC II)

Unit	Item Description	Quantity	Unit Cost	Total Cost
				-
piece	Commercial Heavy Duty Blender Mixer	6		-
	<p>1. Material: Housing- ABS material with alloy gear 2. Dimensions: L=3. Item specifications: 3HP motor, 900 minimum operating wattage, Voltage: AC 220-240V, Frequency: 50-60hz 4. Variable speed knob control; Pulse switch; Manual on and off switch 5. Blade: 6 blade assembly that are specifically designed with different angles to create the 6. Tamper: used through the lid when blending is required 7. Jug: 2Liters; Copolyester jug designed for dry and wet blending; Food grade, unbreakable and compression-resistant jar 8. Food mat: Nonslip rubber material 9. Item must be locally available and safe to usesmoothest blend; Stainless steel; Rotating speed: 300,000/min</p>			-
piece	Food Processor	14		-
	<p>1. Material: 1500cc blender plastic jugwith handle: 1L/6cups capacity (minimum); 2. Food grade stainless steel chopping and shredding blades 3. 2-speed with pulse; 4. Double safety lock, suction footing; 5. Power: 450W, Voltage: 220-240V ac 60Hz; 6. Item must be locally available and safe to use</p>			-
set	Hand Mixer	8		-
	<p>1. Material: Die cast Metal food grade 2. 350 wattage (minimum); 220-240 Voltage 3. Dimensions: length- 19cm (minimum) Width- 13cm (minimum) Height- 21cm (minimum) 4. Attachments: Stainless steel; Twin beaters and twin kneaders; 5. Speed: 5 speeds plus pulse or turbo; 6. Cable: 1meter (minimum), sure grip handle, parts are dishwasher safe, 7. Item has release button 8. Item must be locally available and branded</p>			-
piece	Cast Iron Square Grill Pan	15		-
	<p>1. Material: Cast Iron, non-stick, pre seasoned surface 2. Dimensions(minimum): L-11", W- 11", H-2"; Hand length: 5"; 3. Item must be locally available, safe to use and branded</p>			-
piece	Salad Spinner	11		-

	1. Material: Heavy duty plastic; 2. Dimensions (minimum): H- 22cm; Diameter: 24.5cm 3.Capacity: 5L 4. Item must have a water filling hole and outlet port, add and drain water without removing the lid 5. Round handle, easy to spin handle knob; 6. Locks to securely close spinner 7. Item must be locally available, safe to use and branded			
piece	Strainer medium	23		-
	1. Material: 201 Stainless steel;2. Dimensions: Diameter- 14cm, Depth- 4.7cm, Handle Length- 12.9cm 3. Item must have finer mesh, 4. Item must be locally available, safe to use and branded			-
set	Measuring Glass (250ml)	17		-
	1. Material:tempered glass:freezer and microwave safe 2. Holds upto 250ml with 25ml increment and with specific metric and english system, with permanent graduation mark3.with handle and spout for easy pouring 4. The item must locally available and branded			-
set	Cleaver Knife	13		-
	1. Material: 6" stainless steel blade with 3mm blade thickness, blade width 88cm overall length 10" 2. Cutting edge: Straight, pointed end ; Full tang with bolster; 3. Handle: full steel 4. The item must locally available and branded			-
set	Sets Mixing Bowl	27		-
	1. Material: Staineless Steel 2. Each set must consist of the following capacities: 1pc-0.80L, 1pc-1.2L, 1pc-1.5L, 1pc-2L, 1pc-3L, 1pc-4L 3. Item must be locally available and branded			-
piece	braising pan-medium	6		-
	The item shall have the following specifications: 1) Material : Enameled cast iron 2) Diameter : 28 cm 3) Capacity : 4 Liters (Approximate) 4) Height : 9.5 to 10 cm 5) With stainless steel cover, welded handle on both sides 6) Handle Lenght : 10 cm (minimum) 7) Handle diameter : 8 to 10 mm 8) Thickness : 4 to 4.5 mm 9) Dishwasher safe 10) Warranty period of 1 year 11) The item must be branded.			-
piece	Dinner Plate 10"	40		-
	1.Material: Fine porcelain, plain white 2. Dimensions: Inner Diameter 20-22cm, Outer diameter: 25.4cm 3. Thickness: 5mm – 6mm 4. Smooth and glossy surface 5.Dishwasher safe and non toxic 6. The item must be safe, locally available and branded.			-
piece	Appetizer Plate 9"	46		-

	1.Material: Fine porcelain, plain white 2. Dimensions: Inner Diameter 19cm, Outer diameter: 22.86cm 3. Thickness: 5mm – 6mm 4. Smooth and glossy surface 5.Dishwasher safe and non toxic 6. The item must be safe, locally available and branded.			-
piece	Salad Plate 7”	46		-
	1.Material: Fine porcelain, plain white 2. Dimensions: Inner Diameter 15cm, Outer diameter: 18cm 3. Thickness: 5mm – 6mm 4. Smooth and glossy surface 5.Dishwasher safe and non toxic 6. The item must be safe, locally available and branded.			-
piece	Dessert Plate 8”	44		-
	1.Material: Fine porcelain, plain white 2. Dimensions: Inner Diameter 16.5cm, Outer diameter: 20cm 3. Thickness: 5mm – 6mm 4. Smooth and glossy surface 5.Dishwasher safe and non toxic 6. The item must be safe, locally available and branded.			-
set	Ramekin 2oz, 4oz, 6oz	36		-
	1.Material: Fine porcelain bakeware 2. 2oz = Diameter: 2, 3/4", Height: 1, 1/2"; 4oz=Diameter: 3, 1/4", Height: 1, 7/8"; 6oz= Diameter: 3, 3/4", Height: 2" 3. Thickness: 7.5mm (minimum) 4. Item must not contain sharp edges and rough surface. 5. Item must be locally available and branded			-
piece	Bouillon cup with Under liner	64		-
	1.Material: Fine porcelain, plain white 2. Dimensions: Cup Diameter 95-100mm, Saucer diameter: 139-145mm 3. Capacity: 8-12oz 4. Thickness: 5mm – 6mm 5. Smooth and glossy surface 6.Dishwasher safe and non toxic 7. The item must be safe, locally available and branded.			-
piece	Can Opener	8		-
	1. Material: Carbon alloy stainless steel 2. Dimensions: L- 20cm, W- 5cm 3. Easy grip and non slip handle. 4. High temperature resistance 5. The item must be safe, locally available and branded.			-
piece	Chef's Knife	40		-
	1. Material: 8" high carbon steel blade with 2.5mm blade thickness; overall length 12" 2. Cutting edge: Straight, pointed end ; Full tang with bolster; 3. Handle: Riveted PP(Polypropylene) 4. The item must locally available and branded			-
piece	Utility knife	42		-

	1. Material: 5" - 6" high carbon steel blade with 2.5mm blade thickness; overall length 12" 2. Cutting edge: Straight, pointed end ; Full tang with bolster; 3. Handle: Riveted PP(Polypropylene) 5. The item must locally available and branded				-
piece	Colander (small)	9			-
	1. Material: Stainless steel, rust-resistant 2.Dimensions: Diameter- 8" Depth: 6"; 3.Handle: welded on both side; size: 3"-4"; Diameter: 8mm-10mm 4. Thickness: 1.8mm-2mm 5. The item must locally available and branded				-
piece	Colander (medium)	10			-
	1. Material: Stainless steel, rust-resistant 2.Dimensions(minimum): Diameter- 10" Depth: 6"; 3.Handle: welded on both side; size: 3"-4"; Diameter: 8mm-10mm 4. Thickness: 1.8mm-2mm 5. The item must locally available and branded				-
piece	Sauce Pan	24			-
	1. Material: Stainless steel gauge 14 (minimum) 2. Dimensions: Diameter- 7 (minimum), Height- 4" (minimum) 3. Capacity: 4quarts (minimum) 4. With stainless cover and welded handle 5. Item must be locally available and branded				-
piece	Pastry Brush	28			-
	1. Material: Silicon Bristles, food grade in any color; 2. Handle: hard plastic or silicon 3. Dimensions: Length of bristles-1.5" (minimum) Length of handle: minimum of 5" 4.Item must be locally available and branded				-
piece	Wooden Spoon	20			-
	1. Material: Beechwood or equivalent 2. DimensionsLength: 12" (minimum) Width:2.6" l(minimum) Depth: 1mm (minimum) 3. No hole or slot within the spoon 4. Smooth surface finish with no sharp edges 5. The item must be safe, locally available and branded.				-
piece	Gas Oven	6			-
	1. Material: 100% Porcelain enamelled Body 2. Dimensions (minimum): Height-33cm, Depth- 42cm, Width- 39.5cm 3. Oven type: gas oven 4. Capacity(minimum): 49 Liters; 5. Accessories: Oven net, oven tray; 6. Thermostat control; 7. The item must be safe, locally available and branded.				-
piece	Frying Pan, Small	10			-

	The item shall have the following specifications: 1) Material : Enameled cast iron 2) Diameter : 28 cm 3) Capacity : 4 Liters (Approximate) 4) Height : 9.5 to 10 cm 5) With stainless steel cover, welded handle on both sides 6) Handle Length : 10 2) Thickness: 3 mm (minimum) 3) Dimensions (Dia. x H): 20 cm (minimum) x 3.8 cm (minimum)) 4) Handle Material: Stainless Steel 5) Handle length: 18 cm (minimum)) 6) The material used must be non-toxic 7) The item must be branded			
piece	Ice Cream Scooper	6		-
	The item shall have the following specifications: 1) Materials : Stainless Steel 2) Scoop diameter : 4 to 6 cm 3) Handle length : 10 to 12 cm 4) Easy grip and durable 5) The item must be branded.			
piece	Kitchen Scissors	2		-
	The item shall have the following specifications: 1) Blade Material : Stainless Steel 2) Handle Material : Easy grip heavy duty Acrylonitrile Butadiene Styrene (ABS) Plastic 4) The plastic material used must be non-toxic 5) The item must be branded.			
piece	Plate rack	2		-
	The item shall have the following specifications: 1) Rack Material: Stainless Steel 2) Dimensions: Length: 35 cm x Width: 61 cm x Height: 162 cm 3) Tube Diameter: 25 mm x 1.0 mm thick 4) Wire Gap: 20 mm 5) No. of Shelving : 5 6) Wire diameter : 5.8 mm , Heavy duty wire shelving 7) With 4 rubber caster 10 cm (minimum) 8) Loading weight per shelf: 400 lb. 9) Easy to assemble and dismantle 10) The item must be branded.			
piece	Pressure cooker medium	4		-
	The item shall have the following specifications: 1) Body material: Stainless steel , 2.5 mm thick 2) Diameter= 28 cm (minimum) 3) With handle 4) Capacity : 10 quarts 5) With Pressure regulator that maintains the proper cooking pressure 6) It has a safety features prevent excessive pressure build-up 7) Comes with an English manual that contain: Operation guide, safety guide, maintenance / troubleshooting procedure. 8) 1 year warranty(parts & service) 9) Must be branded.			
piece	Stainless steel rack (3 shelves)	2		-

	The item shall have the following specifications: 1) Material: Stainless Steel 2) Number of shelvings : 3 shelves 3) Round Tube Legs : 38 mm diameter 4) Dimension : Length: 183 cm x Width: 45.7 cm x Height: 160 cm 5) Tube Thickness: 0.8 mm 6) Stainless steel wire shelving 7) Adjustable legs 8) Easy to assemble and dismantle 9) The item must be branded.			
piece	Tenderizer, medium	10		-
	The item shall have the following specifications: 1) Material : Cast aluminum 2) Overall Length : 20 to 22 cm 3) Dual-sided hammer, square head : 6 cm 4) Ridged surface with rows of dull, pyramid-shaped spikes 5) Weight : 250 g to 500 g 6) The item must be branded.			
piece	Frying Pan, Large	6		-
	The item shall have the following specifications: 1) Pan Material: Aluminum core fused in between two layers Stainless Steel 2) Thickness: 3 mm 3) Dimensions (Dia. x H): 30 cm (minimum) x 5 cm (minimum) 4) Handle Material: Stainless Steel 5) Handle length: 20 cm (minimum) 6) The item must be branded.			
piece	Baking tray, small	12		0
	The item shall have the following specifications: 1) Material : Stainless Steel 2) Dimension : 35 cm x 26 cm x 2 cm (minimum) 3) Body thickness : 0.7- 1.0 mm 4) Washable 5) The item must be branded.			
piece	Weighing scale, 1 kilogram digital	6		-
	The item shall have the following specifications: 1) Materials : Engineering Plastic 2) Capacity : 1 kilogram 3) Accuracy: 1 gram 4) Four Digit LCD Display 5) Auto Power off 6) 7) Battery Operated, Double AAA Batteries Size : (L x W x H, cm) 24 cm x 17 cm x 4 cm 8) Warranty period of 1 year 9) The item must be branded.			
piece	Wire skimmer, small	5		-
	The item shall have the following specifications: 1) Type : Skimmer, wire (with diamond mesh) 2) Material : Stainless steel, polished 3) Overall Length : 43 cm 4) Skimmer Head Diameter : 12 cm 5) Handle has loop for hanging 6) Washable 7) The item must be branded.			
piece	Deep Fat Fryer	2		-

	<p>The item shall have the following specifications: 3 Litre Chip Pan Basket Fry Stainless Steel 2000W Non-Domestic Product No Model 13/183 Type Deep Fat Fryer Material Stainless Steel, Colour Silver Dimensions Weight 3 kg Width 22.7cm Height 24.7cm</p>			
piece	condiment cabinet	2		-
	<p>The item shall have the following specifications: Material: stainless steel; with stainless steel step ledge and acrylic condiment tray; back panel with opening to access chase(optional filler for back panel opening available). One removable base shelf; cabinet body length- 48 “; cabinet Body depths 30”; internal heavy duty sipprt included in all 48 inches length cabinets; end filler panels available; counter top; the item must be locally available; the item must be branded</p>			
piece	salamander griller	2		-
	<p>The item shall have the following specifications: body: stainless steel; Liner; enamled steel; poer type: electric; 3 adjustable levels; infrared heating element; temeperature rane: 50 to 300 degrees c; baking sheet can be lift; handle can be lift up; voltage 210 to 230V, 50 to 60 Hz; toast rack and shelf supports: chrome plated steel: power:2 Kw to 2.8 Kw, with power indicator,temperature indicators, working ready imdicators; temeperatures controller; thermal protector; dimension size W(61cm) X D (35cm) (minimum); cooking area: 45 cm X 30 cm, non-slip rubberized feet; with English manual; food grade; the item must be locally available; the item must be branded</p>			
piece	Casserole, medium	8		-
	<p>The item shall have the following specifications: 1) Material: Stainless steel 2) Diameter: 26 cm to 28 cm 3) Capacity: 8 liters 4) With stainless steel cover 5) Welded handle on both sides, size: 7.5 cm (minimum) 6) Handle diameter: 8 mm to 10 mm 7) Thickness: 3 mm thick 8) Dishwasher safe 9) Food Grade 10) The item must be branded</p>			
piece	oven toaster, 40 L	2		-

	The item shall have the following specifications: Size (cm):36(L) x 60(W) x 25-30(H),Wattage:1100W;Body material:Metal;Colour:White Capacity:40L			
piece	egg ring	10		-
	The item shall have the following specifications: These Egg Rings have folding handles for easy storage,Nonstick finish,Each ring measures 3.75" diameter,Set of 2,Features:Construction:Carbon Steel;Interior Construction;Non-stick;Non-Stick;Dishwasher safe;Oven Temperature Threshold;430 Degrees:Heat Resistant;Handles:Specifications:Color:METAL;Product Depth (in);3.75;Product Width (in)3.75'Product Diameter (in);3.75.Product Type			
piece	Turner,3" x 6"	6		-
	The item shall have the following specifications: 1) Type : Slotted turner/spatula (Tapered) 2) Material : Stainless steel with plastic handle (Polypropylene) 3) Size (LxW) : 6 inches x 3 inches (minimum) 4) Handle length : 5 inches (minimum) 5) Non-toxic 6) Washable 7) The item must be branded.			
piece	Pepper and salt mill	4		-
	The item shall have the following specifications: 1) BODY : Wood 2) Grinding Mechanism: Stainless Steel 3) SIZE: (L x W x H) : 22 cm x 5 cm x 5 cm 4) Screw Cap at the top of the mill to adjust the thickness of peeper or spices 5) The item must be branded.			
piece	Carving fork	12		-
	The item shall have the following specifications: 1) Prong Material : Stainless steel 2) Handle material : Plastic, Polypropylene 3) Total blade length - 6.5 inches to 7 inches 4) Number of Prongs : 2 prong 5) Comes with square- shaped prongs and piercing tips 6) The plastic material used must be non-toxic 7) The item must be branded.			
piece	Casserole, small	20		-
	The item shall have the following specifications: 1) Material: Stainless Steel 2) Diameter: 20 to 24 cm 3) Capacity: 6 Liters 4) With stainless steel cover 5) Welded handle on both sides, size: 7.5 cm (minimum) 6) Handle diameter: 8 to 10 mm 7) Thickness: 2 to 3 mm 8) Dishwasher safe 9) Food Grade 10) The item must be branded			
piece	skimmer fine	4		-

	type: skimmer(with round holes), material: stainless steel, polished; overall length 12" plus 1", skimmer head diameter 4"(approx.): diameter of holes 5mm (approx.); handle has hole for hanging; Washable: the item must be locally available, the item must be branded.			
piece	wire whisk, medium	10		-
	wire whisk, medium- material stainless steel, dimenasons: (LxWxH) 8" x 1.5" x 1.5" (plus .5") handle length 4" 9 lus .5 J no. of wires 7 wire diameter 2mm (plus .5") washable; the item must be locally available ; the item must be branded.			
piece	Reach-in Refrigerator	2		-
	Reach-in Refrigerator- type: single door refrigerator; material; powder-coated steel exterior and interior, transparent glass door, with steel handle capacity: 12 cu ft.(minimum),: dimension; (LxDxH) 24" x 23" x62"(plus 2"); Number of shelves: 3 : power supply;220v t0 240 V AC,50/60kzs: operating temperature: 32°F(7°F); adjustable wire shelves; comes with English user's manual; the item must be locally available and the item must be branded			
piece	stock pan burner	2		-
	stock pan burner- body material: stainless steel; burner material: cast iron; number of ring 3 (minimum); head capacity:55 MJ/hr(minimum); Gas pressure:2.75 kpa (minimum); Fitting size:1/4"(minimum); Power source: LPG; comes with regulator,hose,clamp and English manual; the item must be locally available; the item must be branded.			
piece	stainless steel rack (5 shleves)	4		-
	stainless steel rack (5 shleves)- Material: stainless steel; 4 shelves; round tube legs:38mm diamewtr; length: 2000mm; width: 500mm; Heoght: 1550mm; tube thickness:0.8 mm; plate thickness:0.7 mm; adjustable legs; easy to assemble and dismantle; the item must be locally available and must be branded.			
piece	first aid cabinet	2		-
	CABINET MATERIAL: stainless steel; polished; DOOR MATERIAL: frosted glass: DOOR TYPE: hinged; with magnetic catch. NUMBER OF SHELVES:2; DIMENSIONS: (L x W x H) 30cm X 30 cm X 10 cm(minimum); wall mounted crews for installation; includes lock with 2 keys; the item must be locally available ; the item must be branded.			
piece	strainer, chinois,medium	8		-

	material: stainless steel; strainer diameter 8 " to (plus .5"); strainer depth: 8.5"(plus.5") width: 2mm (approx.), fine mesh, handle has provisions for hanging; washable ; the item must be locally available and the item must be branded.			
piece	commercial stand mixer	2		-
	<p>575-watts of powerBowl-lift design (versus tilt head) 6-quart polished stainless steel wide-mouth bowl with contoured handle (smaller 3-quart bowl available optionally)Direct drive transmissionAll steel gears, All-metal constructionCommercial-style motor protectionStand Mixer Purchase Includes: Burnished PowerKnead Spiral Dough Hook, burnished flat beater, stainless steel wire whip, and pouring shield.Assembled with Pride in the USAStand Mixer Dimensions: Height 16.5" Width 11.3" Depth 14.6"commercial stand mixer- Mixer body dimension: width 63/4(minimum) Height 14" (minimum) Body material: stainless steel; attachment includes;: stainless steel bowl' metal wire whip, .</p> <p>The bowl must be equipped with safety stainless steel bowl guard, stabilizer anf locking handles; speed control lever offers to mixing speeds; mixing speed 98 rpm(approximate); dough weigh capacity 6 kgs(minimum) rated volate and refquency: 220V/240V,50-60hz;Rated Power: 325W(minimum) Length poer cord: 1.5 M (minimum)and comes with flat blade attachment plug. The equipment is a gear driven transmission; tilt up heads provides easyv access to bowls or beaters. The item must be safe to use by the High school students, must be locally available and delivery must be with warranty.</p>			
piece	2 Layered Working Table	15		
	<p>1. Material: Pure Stainless Steel 2. 16 gauge type 304 stainless steel top that offers greater durability and corrosion-resistance 3. 18-gauge type 430 stainless undershelf 4. 15/8" stainless legs with adjustable metal bullet feet with rubber caps 5. Capacity (approximately): top shelf- 640lbs, undershelf- 410lbs 6. Dimensions L-30", W- 72", H 34"; 7. Item must be locally available and safe to use, no sharp edges</p>			
piece	tilting round pan	8		

	tilting round pan- Material: anodized aluminum; thickness: 1/18(minimum); Depth: # to 5 “; Set must contain the following volume Capacities: 6” 1.5 L (minimum), 8”-1-2 L (minimum), 10”-2.6 L (minimum) 12”-3.3 L (minimum). 16 “- 4.2L (minimum); rolled edge for better strength and smooth surfaces with no shard edges; food grade; the materials used must be non-toxic. The item must be locally available and the item must be branded			
piece	muffin pan- medium	10		
	Material: anodized aluminum non-stick; thickness: 2/32” (minimum) Cup diameter- 31/4”; Length”: 13.75”; depth: 2” (minimum); number of caps in s tray 12 cup; extended cups for easy grip and smooth surface with no sharp edges.; food grade; the materials used must be non-toxic, the item must not contain sharp edges that might cause injury by high school students.			
piece	waffle maker-	4		
	Product Description: Four Square Belgian Waffle Maker- Non-stick Family Size Retro Waffler Iron w Adjustable Browning Control-Beeps When Ready: Feature; Extra Large Four Square Waffle Maker- Patented True Tone Technology BEEPS WHEN YOUR WAFFLE IS READY!:Four Piece Waffle Iron - routine; Four Slice Waffler with brushed stainless steel housing; Stands upright for easy storage ;Product Dimensions (LxWxH) : 25x34x11cm ; 998 g; Package Dimensions (LxWxH): 46x36x22cm ; 998 g.			
piece	Double Boiler, medium 16 quarts	6		
	The item shall have the following specifications: 1) Material: Aluminum 2) Diameter : 28 cm (minimum) 3) Capacity: 16 quarts (minimum) 4) Come with two handle side to side 5) With flat bottom and helper handle 6) The item must be branded			
piece	Dessert Plates 7"	20		
	1. Material: Porcelain with no design 2. Supply must have 7 inches diameter 3. Color: White 4. Diameter, Inner : 152.4 mm to 165.1 mm 5. Outer Diameter: 177.8 mm to 203.2 mm 6. Thickness :5 mm to 6 mm 7. Smooth and Glossy Surfaces 8.The item must have good quality			

piece	Dinner Plates 10"	20		
	<ol style="list-style-type: none"> 1. Material: Porcelain with no design 2. Color: White 3. Inner Diameter : 200 mm to 215 mm 4. Outer Diameter: 254 mm 5. Thickness: 5 mm to 6 mm 6. Smooth and Glossy Surfaces 7.The item must have good quality 			
piece	Fish Plates 9"	20		
	<ol style="list-style-type: none"> 1. Material: Porcelain with no design 2. Supply shall have a 9 inches in diameter 3. Color: White 4. Diameter, Inner : 165 mm to 190 mm (minimum) 5. Outer Diameter: 203 mm to 228 mm (minimum) 6. Thickness: 5 mm to 6 mm 7. Smooth and Glossy Surfaces 8.The item must have good quality 			
piece	SALAD PLATES 8"	4		
	<ol style="list-style-type: none"> 1. Material: Porcelain with no design 2. Supply must be a set consisting of on (1) each: 7 inches and 8 inches plates 3. Color: White 4. Diameter, Inner :152.4 mm to 165.1 mm 5. Outer Diameter: 177.8 mm to 203.2 mm 6. Thickness: 5 mm to 6 mm 7. Smooth and Glossy Surfaces 8. The item must have good quality. 			
piece	Show/Service/Base Plates 12"	15		
	<ol style="list-style-type: none"> 1. Material: Porcelain with no design 2. Supply must be 14 inches diameter plate 3. Color: White 4 Diameter, Inner : 228.6 mm to 254 mm 5. Outer Diameter: 279.4 mm to 355.6 mm 6.Thickness: 5 mm to 6 mm 7. Smooth and Glossy Surfaces 8.The item must have good quality. 			
set	Hand Held Mandolin Slicer	6		
	<ol style="list-style-type: none"> 1. Material: Stainless steel blade, ABS plastic frame, ABS plastic box 2. Stainless steel blade includes: slicer, dicer, stripper, julliene cut, potato chips slice etc. 			

	<p>3. All attachments/tools/ blades can be put in the box</p> <p>4. Transparent collector/box</p> <p>5. food grade, safe and must be locally available</p>			
piece	Casserole 22cm	10		
	<p>1. Material: gauge 14 aluminum 2.Dimensions: L- 46.5 W-28cm H-13cm Diameter: 22cm 3.With two revited handle on the side 4. 3 layer non-stick coating. 5. Food grade, safe to use</p>			
piece	Rectangular glass oven pan	10		
	<p>1. Material: tempered glass (bakeware) 2. Dimensions: 9"x13" 3. Freezer and oven safe 4. Food grade, safe and must be locally available</p>			
piece	Open Base Working Table	3		
	<p>1. Material: Pure Stainless steel 2. 16 gauge type 304 stainless steel top that offers greater durability and corrosion-resistance 3. 15/8" stainless legs with adjustable metal bullet feet with rubber caps 4. 4legs for even weight distribution 5. Holds approximately 1,000lb.</p> <p>6. Dimensions: L-30", W- 72", H 34"; 7. Item must be locally available and safe to use, no sharp edges</p>			
piece	Rubber Scrapper	5		
	<p>1.Material: Silicon blade(head) & plastic Handle 2.Color:any color 3.Dimensions:Head length: 4" (minimum) Head width: 3" (minimum); Handle length: 10" to 12" 4. Item must be locally available and branded</p>			
piece	Open Shelved Cabinet	4		
	<p>1. Material: Hardwood Surface laminated formica minimum 3/4" thickness (walnut color) 2. Dimensions (minimum): L 4ft W-2ft H-4ft; 3. Must have 3 layers shelf with 12inches shelf height 4. No sharp sdages and rough surface, non-toxic, safe to use and locally available.</p>			
piece	Wire Whisk	4		
	<p>1. Material: Stainless Steel 2. Dimensions: Overall Length 12", Whip length: 7", Handle length: 5" Width 2.5"3. Number of wires: 8, Diameter 2mm washable 4. Item must be locally available and branded</p>			
piece	2 Burner Glass top Gas stove	6		
	<p>1.Material: Stainless and tempered glass top</p> <p>2. Dimensions: L- 71cm, W- 39cm, H- 12cm</p>			

	<p>3. Item must have an automatic ignition</p> <p>4 2 gas efficient brass capped cast iron burners</p> <p>5. Uses LPG; 6. Item must be safe to use, locally available and branded</p>			
piece	Kitchen Trolley 3 layers	3		0.00
	<p>1. Material: Stainless Steel 2. Dimensions: Length: 103cm (minimum); Width: 50cm (minimum); Height: 98cm (minimum)</p> <p>3.Type: 3 tier round tube service trolley 4.Wheels: 4 wheels (2 brake wheels); wheel diameter: 100mm; wheel type: swivel TPR castors; rubber-tipped projection attached to each castor 5. 3 shelves/layer thickness: 8mm (minimum); In between height: 20mm 6. Tubes thickness: 9mm (minimum) 7. Maximum loading per tray/shelf: 50kg 8. Item must not have sharp edges and must have smooth surface 9. Item must be safe, locally available and branded</p>			
set	Stand Mixer	5		0.00
	<p>1.Material: Metal ,food grade 2. 1000 wattage; 220-240 Voltage 3. Dimensions: length- 38.5cm (minimum) Width- 24cm (minimum) Height- 35.5cm (minimum)</p> <p>4. Attachments: Stainless steel bowl, dough hook, beater/whisk, paddle; 5. Speed: 6 speeds; 6. Cable: 2meter (minimum), parts are dishwasher safe, 7. Item has electronic speed control, fold control and total mixing action; 8. Capacity: 5 Liters 9.Item must be locally available and branded.</p>			
piece	White Board	3		0.00
	1.Material: White borad with aluminum frame 2. Dimensions: L 4ft x W 5ft 3. No sharp edges and rough surface 4. Safe to use and locally available			
piece	Cork board	3		0.00
	1. Material: Cork board with aluminum frame 2. Dimensions: L 4ft x W 3ft 3. No sharp edges and rough surface 4. Safe to use and locally available			
piece	Weighing scale (2kgs)	2		0.00
	1. Material: Plastic 2. Mechanism: spring lever type 3.Capacity: 2kgs/4.4lbs 4. Measurement: Gram and Kg 5. Food grade, safe for food, branded and must be locally available			
piece	Measuring Cup for liquid (500ml)	5		0.00
	1. Material:tempered glass:freezer and microwave safe 2. Holds upto 500ml with 25ml increment and with specific metric and english system, with permanent graduation mark3.with handle and spout for easy pouring			

piece	5 gallons water bottle 1. Material: Plastic, suitable for storage water 2. Capacity: 5 liters 3. Item must be safe, locally available and branded	3		0.00
piece	Table Top Water Dispenser (no hot and cold) 1. Material: Plastic 2. Dimensions: 25cm x 27cm 3. Food grade high quality material and safe to use; 4. Removable tap, easy cleaning ; 5. Suitable for all kinds of water bottle; 6. Single faucet 7. Item must be locally available and branded	2		0.00
piece	Storage Box 95L 1. Material: Hard plastic 2. Dimension (approximately): L 67, W46, H41cm 3. Capacity: 95Liters 4. Snap lock on both sides 5. Item must be locally available, safe and branded	3		0.00
piece	Storage Box 70L 1. Material: Hard plastic 2. Dimension (approximately): L 50" H31cm 3. Capacity: 70Liters 4. Snap lock on both sides 5. Item must be locally available, safe and branded	6		0.00
piece	Table Top Water Dispenser 1. Material: Plastic 2. Dimensions: 25cm x 27cm 3. Food grade high quality material and safe to use; 4. Removable tap, easy cleaning ; 5. Suitable for all kinds of water bottle; 6. Single faucet 7. Item must be locally available and branded	1		0.00
piece	Storage Box 120L 1. Material: Hard plastic 2. Dimension (approx): W52, 3646, H44cm 3. Capacity: 120Liters 4. Snap lock on both sides 5. Item must be locally available, safe and branded	3		0.00
TOTAL				1,208,952.50

LOT NO. 3 – Procurement of TVL Tools and Equipment for Food and Beverage

Unit	Item Description	Quantity	Unit Cost	Total Cost
Pcs	BILL FOLDERS	8		
	The item shall have the following specifications:			
	1. Material: Leather Hard-cover, folder			
	2. Height: 200 mm			
	3. Width: 240 mm if opened, 120 mm if closed			
	4. Thickness: 2.5 mm to 3 mm			
	5. Color: Black			
	6. With Check and pen holder			
7. The item must have good quality				
Set	BOUILLON CUPS AND UNDERLINER, 12 OZ	65		
	The item shall have the following specifications:			
	1. Material: Porcelain with two handle no design			
	2. Color: White			
	3. Cup diameter: 95 mm to 100 mm; S Underliner Diameter: 139 mm to 145 mm			
	4. Thickness of Saucer: 3 mm to 4 mm			
	5. Saucer should have a ring at the center that could fit the bottom of the cup			
	6. Smooth and Glossy Surfaces			
7. The item must have good quality.				
Pcs	BUTTER KNIVES	78		
	The item shall have the following specifications:			
	1. Material: Stainless Steel w/ highly polished appearance			
	2. Over-all Length: 140 mm to 150 mm			
	3. Handle Thickness: 3 mm to 5 mm			
	4. W/ Dull edge and rounded tip			
5. The item must have good quality.				
Pcs	Brandy Snifter	30		
	The item shall have the following specifications:			
	1. Material: Clear Crystal Glass			
	2. Dimension : Height: 9 1/4 inches, Top diameter: 2 inches, Bottom diameter: 2 5/8 inches			
	3. Capacity: 250 mL. (minimum)			
	4. Thickness: 1/16 inch. to 1/8 inch.			
5. The item must be of good quality.				
Pcs	Cocktail Forks	73		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel, highly polished, w/ plain design, rounded tip handle			
	2. Over-all Length: 114.3 mm to 165.1 mm			
	3. Width: 25.4 mm (minimum)			
4. Handle Thickness: 2 mm to 4 mm				

	5. Handle Length: 82.55 mm			
	6. Small, narrow, 3 tines			
	7. Color: Silver			
	8. The item must have good quality.			
Pcs	Coffee Pots, 2 Pints	5		
	The item shall have the following specifications:			
	1.Material: Porcelain with no design with cover			
	2. Capacity: 950 ml (2 pint)			
	3. Outside Diameter : 101.6 mm (approximate dimension)			
	4.Over-all Height: 223.52 mm (minimum)			
	5.Thickness: 0.8 mm (minimum)			
	6. Rounded handle with spout			
7.The item must have good quality.				
Pcs	Martini Glass	30		
	The item shall have the following specifications:			
	1.Material: Clear Glass			
	2. Capacity: 12 oz to 14 oz			
	3. Thickness: 1/8 inch. (minimum)			
4.The item must have good quality.				
Pcs	Creamer Containers	20		
	The item shall have the following specifications:			
	1. Material: Porcelain with no design, has a cover/ lid			
	2.Diameter: 57.15 mm diameter (approximate dimension)			
	3. Height: 88.9 mm to 107.95 mm (approximate dimension)			
	4. Color: White			
	5. Appearance: Glossy white			
6.The item must have good quality				
Pcs	Demi Tasse Spoon	59		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel,highly polished ,w/ plain design, rounded tip handle			
	2. Over-all Length: 95.5 mm to 114.5 mm			
	3. Handle Thickness: 2 mm to 4 mm			
	4. Handle Length - 57.5mm (minimum)			
	5. Color: Silver			
6. The item must have good quality				
Set	Demi-Tasse Cup 3-1/3 oz and underliner	32		
	The item shall have the following specifications:			
	1. Material: Porcelain with no design			
	2. Color: White			
	3. Capacity: 100 ml (3-1/3 oz.)			
	4. Cup Height: 69.85 mm (minimum)			
	5. Top diameter: 50.8 mm to 63.5 mm			
6. Bottom diameter: 43.18 mm (approximate dimension)				

	7. Thickness: 3 mm to 5 mm			
	8. Smooth and Glossy Surfaces			
	9.The item must have good quality			
Pcs	Dessert Forks	88		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel, highly polished,with plain design, rounded tip handle			
	2. Length: 152 mm to 160 mm			
	3. Width: 25.4 mm			
	4. Handle Thickness: 2 mm to 4 mm			
	5. Number of Tines: 4			
	6. Shorter handle - 139.7mm (minimum)			
	7. Color: Silver			
8. The item must have good quality.				
Pcs	Dessert Plates 7"	80		
	The item shall have the following specifications:			
	1. Material: Porcelain with no design			
	2. Supply must have 7 inches diameter			
	3. Color: White			
	4. Diameter, Inner : 152.4 mm to 165.1 mm			
	5. Outer Diameter: 177.8 mm to 203.2 mm			
	6. Thickness :5 mm to 6 mm			
	7. Smooth and Glossy Surfaces			
8.The item must have good quality				
Pcs	Dessert Spoon	107		
	The item shall have the following specifications:			
	1. Material/Appearance : Stainless Steel, highly polished ,with plain design, rounded tip handle			
	2. Over-all Length: 155 mm to 165 mm			
	3. Thickness: 2 mm to 4 mm			
	4. Shorter handle - 127.0 mm (minimum)			
	5. Color: Silver			
6. The item must have good quality.				
Pcs	Dinner Forks	114		
	The item shall have the following specifications:			
	1.Material/appearance: Stainless steel, highly polished, with 4 tines			
	2.Over-all Length: 127 mm to 177.8mm			
	3. Thickness of handle : 3 mm to 4 mm			
	4. Color: Silver			
5.The item must have good quality				
Pcs	Dinner Knives	90		
	The item shall have the following specifications:			
	1. Material/appearance: Stainless Steel blade , highly polished			
	2. Handle Material: Stainless Steel			
	3. Overall Length: 195.5 to 120.5 mm			

	4. Blade Thickness: 2.5 mm to 4 mm			
	5. Handle thickness: 5 mm to 6 mm			
	6. Serrated blade with rounded tip			
	7. The item must have good quality.			
Pcs	Dinner Plates 10"	90		
	The item shall have the following specifications:			
	1. Material: Porcelain with no design			
	2. Color: White			
	3. Inner Diameter : 200 mm to 215 mm			
	4. Outer Diameter: 254 mm			
	5. Thickness: 5 mm to 6 mm			
	6. Smooth and Glossy Surfaces			
7.The item must have good quality				
Pcs	Fish Fork	90		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel, highly polished, with plain design, rounded tip handle			
	2. Over-all Length: 184.15 mm to 215.9 mm			
	3.Fork Width: 1.6 mm to 1.8 mm			
	4. Fork Thickness: 1 mm to 2 mm			
	5. Number of Tines: 4			
	6. Length Handle: 120 mm			
	7. Handle Thickness: 2 mm to 4 mm			
	8. Color: Silver			
9. The item must have good quality.				
Pcs	Fish Knives	90		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel, highly polished w/ plain design, rounded tip handle			
	2. Overall Length: 215.9 mm (minimum)			
	3. Width blade: 2.54 mm (minimum)			
	4. Thickness of blade : 2 mm to 4 mm			
	5. Thickness of Handle: 5 mm to 6 mm			
	6. Wide blade, dull edge, tip made with a notched point			
	7. Color: Silver			
8.The item must have good quality.				
Pcs	Fish Plates 9"	80		
	The item shall have the following specifications:			
	1. Material: Porcelain with no design			
	2. Supply shall have a 9 inches in diameter			
	3. Color: White			
	4. Diameter, Inner : 165 mm to 190 mm (minimum)			
	5. Outer Diameter: 203 mm to 228 mm (minimum)			
6. Thickness: 5 mm to 6 mm				

	7. Smooth and Glossy Surfaces			
	8.The item must have good quality			
Set	Ice Bucket, 2 liters with Tongs	6		
	The item shall have the following specifications:			
	Set includes:			
	A. Ice bucket:			
	1. Material: Double walled stainless steel bucket			
	2. Diameter: 160 mm			
	3. Height: 150 mm			
	4. Thickness of bucket: 2 mm (minimum)			
	5. Capacity: 2 liters (minimum)			
	6. The item must have good quality.			
	B. Ice Tongs			
	1.Material: Stainless Steel			
	2.Dimension: Over-All Length: 150 mm (minimum) Thickness: 0.5 mm TO 0.7 mm			
3.The item must be of good quality.				
Pcs	Juice/Hi-Ball Glasses	60		
	The item shall have the following specifications:			
	1.Material: Clear Glass			
	2. Height: 6 inches			
	3. Bottom Diameter: 2.25 inches to 2.75 inches			
	4. Top Diameter: 2.25 inches to 2.75 inches			
	5.Thickness: 1/8 inch. (minimum)			
	6. Capacity: 10 oz. To 12 oz.			
	7. Dishwasher Safe			
8.The item must be branded and good quality				
Pcs	LONG SPOONS	67		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel, higly polished, with plain design, rounded tip handle			
	2. Over-all Length: 178 mm to 229 mm			
	3. Handle Thickness: 2 mm to 4 mm			
	4. Long Handle - 152.4 mm to 190.5 mm			
	5. Color: Silver			
6.The item must have good quality				
Pcs	OYSTER FORK	50		
	The item shall have the following specifications:			
	1.Material: Stainless Steel, with high polish apearance, and with plain design			
	2. Length: 101 mm to 127 mm			
	3. Thickness: 2 mm to 4 mm			
	4. Silver Color with two short wide curved tines			
5.The item must have good quality				

Pcs	PEPPER SHAKERS	25		
	The item shall have the following specifications:			
	1. Material: Porcelain			
	2. Over-all Height: 4"			
	3. Length: approximate 4"			
	4. Width: 1-1.5"			
	5. With 5 (five) small holes			
6.The item must have good quality				
Pcs	MARGARITA GLASS	24		
	The item shall have the following specifications:			
	1.Material: Clear Glass			
	2.Capacity: 22-23 oz			
	3.Over-all Length: 9 inches to 10 inches			
	4. Thickness of Glass : 1/32 inch. - 1/8 inch.			
	5. With flaired rim and slender shape			
6. The item must be branded and good quality				
Pcs	RECTANGULAR TRAYS	10		
	The item shall have the following specifications:			
	1. Material:(PE / ABS) plastic w/ rubberized surface, non-slip tray			
	2. Length: 457.2 mm (minimum)			
	3. Width: 355 mm (minimum)			
	4. Thickness: 2 mm (minimum)			
	5. Color: Black			
6.The item must have good quality				
Pcs	RED WINE GLASSES	88		
	The item shall have the following specifications:			
	1. Material: Crystal Clear Glass			
	2. Over-all Length: 220 mm			
	3. Capacity: 270 ml to 300 ml.			
	4. Shape: Balloon-shaped bowl			
	5. Bowl/body diameter: 90 mm			
	6. Rim diameter - 60 mm			
	7. Thickness: 1 mm to 1.5 mm			
	8.Stem length 90 mm			
	9.Stem diameter 7.5 mm			
	10.Base thickness 3.8 mm			
	11.Base diameter 80 mm			
12.The item must have good quality				
Pcs	ROUND TRAYS	8		
	The item shall have the following specifications:			
	1. Material: (PE/ABS) Plastic rubberized surface, non-slip/grip tight			

	2. Over-all Diameter: 355.6 mm (minimum)			
	3. Thickness: 2 mm (minimum)			
	4. Color: Black			
	5.The item must have good quality			
Pcs	SALAD FORKS	82		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel, highly polished, with 4 tines			
	2. Length: 185 mm to 190 mm			
	3. Thickness of Handle : 3 mm to 4 mm			
	4. Color: Silver			
	5.The item must have good quality			
Pcs	SALAD KNIVES	82		
	The item shall have the following specifications:			
	1. Material/Appearance: Stainless Steel, higly polished, plain design			
	2. Overall Length: 152.4mm (minimum)			
	3. Blade Thickness: 2.5 mm to 4 mm			
	4. Handle Thickness: 5 mm to 6 mm			
	5. Handle Material: Stainless Steel			
	6. Rounded tip handle			
	7.The item must have good quality			
Pcs	SALAD PLATES 7" TO 8"	71		
	The item shall have the following specifications:			
	1. Material: Porcelain with no design			
	2. Supply must be a set consisting of on (1) each: 7 inches and 8 inches plates			
	3. Color: White			
	4. Diameter, Inner :152.4 mm to 165.1 mm			
	5. Outer Diameter: 177.8 mm to 203.2 mm			
	6. Thickness: 5 mm to 6 mm			
	7. Smooth and Glossy Surfaces			
	8. The item must have good quality.			
Pcs	SALT SHAKERS	25		
	The item shall have the following specifications:			
	1. Material: Porcelain with no design			
	2. Over-all Height: 4"			
	3. Length: approximate 4"			
	4. Width: 50 mm			
	5. With 3 (three) holes			
	6.The item must have good quality			
Pcs	SERVICE FORKS	32		
	The item shall have the following specifications:			

	<p>1. Material/Appearance: Stainless steel, highly polished, w/ plain design, rounded tip handle ;</p> <p>2. Over-all Length: 228.6 mm to 254 mm</p> <p>3. Width: 25.4 mm (minimum) 4 tines</p> <p>4. Handle Thickness: 2 mm to 4 mm</p> <p>5. Handle length - 171.45 mm to 190.5 mm</p> <p>6. Color: Silver</p> <p>7. The item must be branded and have good quality.</p>			
Pcs	<p>SERVICE SPOONS</p> <p>The item shall have the following specifications:</p> <p>1. Material/Appearance: Stainless steel, highly polished, w/ plain design, rounded tip handle</p> <p>2. Over-all Length: 228.6 mm to 254.0 mm</p> <p>3. Width: 38.1 mm (minimum)</p> <p>4. Handle Thickness: 2 mm to 4 mm</p> <p>5. Handle length - 171.45 mm to 190.5 mm</p> <p>6. Color: Silver</p> <p>7. The item must have good quality.</p>	32		
Pcs	<p>Show/Service/Base Plates 12"</p> <p>The item shall have the following specifications:</p> <p>1. Material: Porcelain with no design</p> <p>2. Supply must be 12 inches diameter plate</p> <p>3. Color: White</p> <p>4 Diameter, Inner : 228.6 mm to 254 mm</p> <p>5. Outer Diameter: 279.4 mm to 355.6 mm</p> <p>6. Thickness: 5 mm to 6 mm</p> <p>7. Smooth and Glossy Surfaces</p> <p>8. The item must have good quality.</p>	93		
Set	<p>SIDE PLATES OR BREAD PLATES 6"</p> <p>The item shall have the following specifications:</p> <p>1. Material: Porcelain with no design</p> <p>2. Color: White</p> <p>3. Diameter: Inner: 101.6 mm to 127 mm</p> <p>4. Outer Diameter: 152.4 mm to 177.8 mm</p> <p>5. Thickness : 5 mm to 6mm</p> <p>5. Smooth and Glossy Surfaces</p> <p>6. The item must have good quality.</p>	82		
Pcs	<p>SOUP LADLES</p> <p>The item shall have the following specifications:</p> <p>1. Material: Stainless Steel, highly polished appearance</p> <p>2. Over-all Length: 228.6 mm</p> <p>3. Ladle Bowl Details: 63.5 mm long, 69.85 mm diameter, 12.7 mm deep</p>	8		

	4. Handle Details: 152.4 mm long x 12.7 mm to 25.4 mm wide x 2.5 mm thick			
	5.Color: Silver			
	6. Hang hole for hanging and easy access			
	7.The item must have good quality.			
Pcs	SOUP SPOONS	78		
	The item shall have the following specifications:			
	1.Material/Appearance : Stainless Steel, highly polished, w/ plain design, rounded tip handle			
	2. Over-all Length: 171.5 mm to 209.5 mm			
	3. Smaller oval shaped spoon bowl and tapers slightly to the tip			
	4. Shorter handle - 114.3 mm to 177.8 mm			
	5. Thickness: 2 mm to 4 mm			
	6.Color: Silver			
7.The item must have good quality				
Pcs	SOUP TUREEN	11		
	The item shall have the following specifications:			
	1.Material: porcelain with no design			
	2. Capacity: 3 liters			
	3. Length: 6-7 inches (minimum)			
	4. Width/ diameter: 7 1/4 inches (minimum)			
	5. Thickness: 1/32 inch.- 1/16 inch. (minimum)			
6. The item must have good quality.				
Pcs	SQUARE TABLES	6		
	The item shall have the following specifications:			
	1. Material: Pinewood 3/4 inch. thickness			
	2. Over-all Length: 30 inches			
	3. Over-all Width: 30 inches			
	4.Height: 30 inches			
	5.Leg Cross Sectional Dimension: Height 6 inches: pinewood)			
	6.Color : Wall nut			
	7.Good for 4 persons			
	8.Note: Can be Fabricated			
	9. If for fabrication, supplier must include in his offer working drawing showing dimension and specifications of materials used.			
10. All works must be according to existing standards and good engineering practice.				
11. The item must have good quality.				
Pcs	STEAK KNIVES	78		
	The item shall have the following specifications:			
	1.Material: Stainless Steel w/ highly polished appearance blade and handle			

	2. Length: 210 mm to 220 mm			
	3.Handle Thickness: 12.7 mm (minimum)			
	4. With serrated blade			
	5. The item must have good quality			
Pcs	SUGAR CONTAINERS	23		
	The item shall have the following specifications:			
	1. Material: Glass with brass lid (or equivalent)			
	2. Diameter: 76.2 mm (minimum)			
	3. Height: 139.7 mm (mimumum)			
	4. Capacity: 12 oz. (minimum)			
	5. The item must have good quality.			
Pcs	TABLE CLOTH 72"X72"	20		
	The item shall have the following specifications:			
	1. Material: Oxford Polyester Cloth			
	2.Color: Plain White			
	3. Dimension: L 72 inches x W 72 inches			
	4. The item must have good quality.			
Pcs	TABLE CLOTH 4 yards X 2 yards	20		
	The item shall have the following specifications:			
	1. Material: Oxford Polyester Cloth			
	2. Color: Plain White			
	3.Dimension; 4 yards x 2 yards			
	4.The item must have good quality			
Pcs	TABLE CLOTH 54"X54"	30		
	The item shall have the following specifications:			
	1. Material: American Cotton Twill Cloth			
	2.Dimension: 54 inches x 54 inches			
	3. Color: 10 red, 10 powder blue, 10 fuschia pink			
Pcs	TABLE NAPKINS 16"X16"	220		
	The item shall have the following specifications:			
	1. Material: Oxford Polyester Cloth			
	2.Size: L 16 inches x W 16 inches			
	3. Color: 100 Plain White, 20 light blue, 20 red, 20, green, 20 pink, 20 purple, 20 yellow			
	4. The item must have good quality.			
Pcs	TABLE SKIRTING CLOTH 20 yards	18		
	The item shall have the following specifications:			
	1. Material: Super Satin			
	2.Color: 2 red, 2 gold, 2 powder blue, 2 tangerine orange, 3 mint green, 2 baby pink, 2 fuschia pink, 3 lavender or light violet			
	3.Dimension:20 yards			
	4.The item must have good quality			
Set	TEA CUPS AND SAUCERS 6-2/3OZ	58		

	<p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Porcelain with no design 2. Color: White 3. Teacup diameter: 82.55 mm to 95.25 mm 4. Height: 50.8 mm to 63.5 mm 5. Saucer diameter: 133.35 mm to 139.7 mm with a ring at the center that could fit the bottom of the cup 6. Saucer thickness: 3 mm to 4 mm 7. Cup Thickness: 4 mm to 5 mm 8. Smooth and Glossy Surfaces 9. The item used must have good quality 			
Pcs	<p>TEA POTS, 2 PINTS</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Porcelain with no design 2. Capacity: 950 ml (2 pint) 3. Outside Diameter: 76.2 mm (minimum) 4. Over-all Height: 152.4 mm to 177.8 mm 5. Thickness: 1 mm (minimum) 6. Rounded handle with spout and cover 7. The item must have good quality. 	6		
Pcs	<p>TEASPOONS</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material/Appearance: Stainless Steel, highly polished, w/ plain design, rounded tip handle 2. Over-all Length: 120 mm to 140 mm 3. Handle Thickness: 2 mm to 4 mm 4. Short handle Length - 100 mm (minimum) 5. Color: Silver 6. The item must have good quality 	54		
Pcs	<p>TRAY STAND</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Chrome Plated Metal folding tray stand made of thick walled 1 inch. diameter steel tube 2. Length: 480 mm 3. Width: 420 mm 4. Height: 788 mm 5. The item must have good quality. 	6		
Pcs	<p>WATER GOBLETS</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Crystal Clear Glass 2. Over-all Length: 210 mm 3. Capacity: 270 ml to 300 ml 4. Rim diameter - 70 mm 5. Thickness: 1 mm to 1.5 mm 	90		

	6.Stem length : 80 mm			
	7.Stem diameter : 7 mm			
	8.Base thickness : 3.8 mm			
	9.Base diameter : 75 mm			
	10. Shape: Balloon-shaped bowl			
	11. The item must have good quality.			
	WATER PITCHERS			
	The item shall have the following specifications:			
	1.Material: Stainless Steel, highly polished appearance			
	2. Height: 177.8 mm to 228.6 mm			
Pcs	3. Top Diameter: 114.3 mm (minimum)	11		
	4. Capacity: 1.5 liter (approximate)			
	5. With pour spout			
	6. Dishwasher safe			
	7.The item must have good quality			
	WHITE WINE GLASSES			
	The item shall have the following specifications:			
	1. Material: Crystal Clear Glass			
	2. Over-all Length: 210 mm			
	3. Capacity: 270 ml to 300 ml			
	4.Rim diameter : 58 mm			
Pcs	5. Body/Bowl diameter: 80 mm	54		
	6.Thickness: 1 mm to 1.5 mm			
	7.Stem length : 80 mm			
	8.Stem diameter : 7 mm			
	9.Base thickness : 3.8 mm			
	10.Base diameter : 75 mm			
	11.The item must have good quality			
	ROOM SERVICE TROLLEY 3 LAYERS			
	1. Material: Plastic (Polypropylene)			
	2. Dimensions: Length: 103cm (minimum); Width: 50cm (minimum); Height: 98cm (minimum)			
	3.Type: 3 tier round tube service trolley			
Pcs	4.Wheels: 4 wheels (2 brake wheels); wheel diameter: 100mm; wheel type: swivel TPR castors; rubber-tipped projection attached to each castor	3		
	5. 3 shelves/layer thickness: 8mm (minimum); In between height: 20mm			
	6. Tubes thickness: 9mm (minimum)			
	7. Maximum loading per tray/shelf: 50kg			
	8. Item must not have sharp edges and must have smooth surface			
	CORKSCREW			
Pcs	1. Material: stainless steel with colored plastic (polypropylene) handle, pocket sized not butterfly	27		

	<p>2. Length: 4-5"</p> <p>3.with approximately 2 inches worm</p> <p>4. handle should be made up of colored or plain stainless steel</p> <p>5. with approximately 1-1.5 inches blade</p> <p>6. with two adjacent lever.</p>			
Pcs	<p>CHAMPAGNE FLUTE GLASS</p> <p>The item shall have the following specifications:</p> <p>1.Material: Clear Crystal Glass</p> <p>2.Dimension : Height: 9 1/4 inches, Top diameter: 2 inches, Bottom diameter: 2 5/8 inches</p> <p>3.Capacity: 250 mL. (minimum)</p> <p>4.Thickness: 1/16 inch. to 1/8 inch.</p> <p>5.The item must be of good quality.</p>	24		
Pcs	<p>DINNING CHAIR (Tiffany Chair)</p> <p>1. Material: 100% welded aluminum construction with cushion, 7 welded anti-sway crossbars between legs for superior stability, Rust free for indoor or outdoor use, no assembly required, Non-marring feet & stack buttons made from recycled plastic, UV treated paint prevents fading and discoloration, Stacks 7 chairs high for easy storage; cushion type: soft box cushion with straps</p> <p>2. Over-all Height: 915 cm</p> <p>3. Seat Height: 46 cm</p> <p>4. Seat Depth: 37 cm</p> <p>5. Seat Width: 36 cm</p> <p>6. Color: Mahogany</p> <p>7.The item must have good quality and no sharp edges</p>	12		
Set	<p>FLOWER VASE WITH PLASTIC FLOWERS</p> <p>The item shall have the following specifications:</p> <p>1.Material: Colored Glass (any color except black) with assorted plastic flowers</p> <p>2.Total Height with flowers : 215.9 mm - 250 mm (maximum)</p> <p>3.Top Diameter of vase: 95.25 mm (minimum)</p> <p>4. Bottom Diameter of vase: 69.85 mm (minimum)</p> <p>5.Thickness: 3 mm (minimum)</p> <p>6.Slim line vase</p> <p>7.The item must have good quality.</p>	12		
Pcs	<p>PILSNER GLASS / ICE TEA GLASS</p> <p>The item shall have the following specifications:</p> <p>1.Material: Clear Glass</p> <p>2.Capacity: 22 oz. to 23 oz.</p> <p>3.Over-all Length: 9 inches to 10 inches</p> <p>4. Thickness of Glass : 1/32 inch. - 1/8 inch.</p>	22		

	<p>5. With flaired rim and slender shape</p> <p>6. The item must be branded and good quality</p>			
Pcs	<p>SIDE TOWELS</p> <p>The item shall have the following specifications:</p> <p>1. Material: Oxford Polyester soft cloth</p> <p>2. Over-all Length: 647.7 mm</p> <p>3. Over-all Width: 444.5 mm</p> <p>4. Color: Plain White</p> <p>5. The item must have good quality.</p>	40		
Pcs	<p>SILVER PLATTER</p> <p>The item shall have the following specifications:</p> <p>1. Material: Stainless Steel</p> <p>2. Length: 12 inches (minimum)</p> <p>3. Width: 9 inches (minimum)</p> <p>4. Thickness: 1/16 inch. (minimum)</p> <p>5. The item must have good quality</p>	10		
Pcs	<p>Dinner Spoon</p> <p>The item shall have the following specifications:</p> <p>1. Material/appearance: Stainless steel, highly polished</p> <p>2. Over-all Length: 127 mm to 177.8mm</p> <p>3. Thickness of handle : 3 mm to 4 mm</p> <p>4. Color: Silver</p> <p>5. The item must have good quality</p>	114		
Pcs	<p>Salt and Pepper shaker</p> <p>The item shall have the following specifications:</p> <p>1. Material: Porcelain</p> <p>2. Over-all Height: 4"</p> <p>3. Length: aproximate 4"</p> <p>4. Width: 1-1.5"</p> <p>5. With 5 (five) small holes</p> <p>6. The item must have good quality</p>	4		
Pcs	<p>Show/Service/Base Plates 14"</p> <p>The item shall have the following specifications:</p> <p>1. Material: Porcelain with no design</p> <p>2. Supply must be 14 inches diameter plate</p> <p>3. Color: White</p> <p>4 Diameter, Inner : 228.6 mm to 254 mm</p> <p>5. Outer Diameter: 279.4 mm to 355.6 mm</p> <p>6. Thickness: 5 mm to 6 mm</p> <p>7. Smooth and Glossy Surfaces</p> <p>8. The item must have good quality.</p>	36		
Pcs	<p>TABLE CLOTH 54"X54"</p> <p>The item shall have the following specifications:</p>	6		

	<ol style="list-style-type: none"> 1. Material: Alpha Gina cloth 2. Color: 3yellow, 3royal blue 3. Dimension: L 54 inches x W 54 inches 4. The item must have good quality. 			
Pcs	<p>TABLE CLOTH 150"X 80"</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Polyester Cloth 2. Color: 4 violet 3. Dimension; 80 inches x 150 inches 4. The item must have good quality 	4		
Pcs	<p>TABLE CLOTH 72"x72"</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Alpha Gina cloth 2. Dimension: 72 inches x 72 inches 3. Color: 2red, 2pink 	4		
Pcs	<p>TABLE NAPKINS 16"X16"</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Oxford Polyester Cloth 2. Size: L 16 inches x W 16 inches 3. Color: 100 green, 150 pink, 150 blue, 100 white, 4. The item must have good quality. 	500		
Pcs	<p>TABLE SKIRTING CLOTH 30 yards</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Super Satin 2. Color: Any Color except black 3. Dimension: 2 gold, 2 pink, 2 blue, 2 green 4. The item must have good quality 	8		
Pcs	<p>SQUARE TABLES</p> <p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1. Material: Pinewood 3/4 inch. thickness 2. Over-all Length: 900 mm 3. Over-all Width: 900 mm 4. Height: 750 mm 5. Leg Cross Sectional Dimension: 45 mm L x 45 mm W (material : pinewood) 6. Natural varnished table 7. Good for 4 persons 8. Note: Can be Fabricated 9. If for fabrication, supplier must include in his offer working drawing showing dimension and specifications of materials used. 10. All works must be according to existing standards and good engineering practice. 	2		

	11. The item must have good quality.			
unit	Deck oven 5 DECK PLATE HEIGHTS Dimensions in millimetres Deck Oven 25.4mm = 1"	1		
unit	Rack oven 1 double rack oven (18" x 26" pans or 20" x 30" pans)	1		
unit	Chiller, 9 cu.ft. Chiller 220V/167W EER: 220 7-level electronic control Clean back design/ Double glass door Fan-cooled system/ Internal lamp Lighted panel/Aluminum inner lining 3 adjustable coated wire shelves Package weight (DIM weight): 188.78	2		
unit	Display Cabinet, glass door with lock 5-6 layers, 5ft in height, made of stainless steel, for utensils and breakable glass wares	2		
unit	Kitchen Trolley, 3 layers, 1. Material: Stainless Steel 2. Dimensions: Length: 103cm (minimum); Width: 50cm (minimum); Height: 98cm (minimum) ; 3. Type: 3 tier round tube service trolley 4. Wheels: 4 wheels (2 brake wheels); wheel diameter: 100mm; wheel type: swivel TPR castors; rubber-tipped projection attached to each castor 5. 3 shelves/layer thickness: 8mm (minimum); In between height: 20mm 6. Tubes thickness: 9mm (minimum) 7. Maximum loading per tray/shelf: 50kg 8. Item must not have sharp edges and must have smooth surface	2		
piece	Table Cloth 72"x72" White Material: American Cotton Twill cloth, Color White, non-toxic, locally available, is safe to be used by High School Students	6		
piece	Table Cloth 72"x72" Red Material: American Cotton Twill cloth, Color Red, non-toxic, locally available, is safe to be used by High School Students	2		
pcs	Sauce/gravy boat 1. Material: White porcelain Heat resistant 2. Dimensions: Length: 7" (minimum) Width: 2,25" (minimum) Height: 2.9" (minimum) Capacity: 6oz 3. Thickness: 5mm (minimum) 4. Item must not contain sharp edges and rough surface. 5. Item must be locally available and branded	5		
	TOTAL			595,743. 10

LOT NO. 4 – Procurement of TVL Tools and Equipment for Bread and Pastry Production

Unit	Item Description	Quantity	Unit Cost	Total Cost
Pcs	CAKE TURN TABLE	4		
	The item shall have the following specifications: 1) Material : Heavy-Duty Aluminum 2) Upper plate: 18 inches diameter and 1/2 inch thickness (minimum) 3) Base dimensions: 8 inches (minimum); 1/2 inch thickness (minimum) 4) Total height: 4 5/8 inches (minimum) 5) Stable and rotates smoothly without wobbling 6) Easy to use and clean 7) materials used must be food grade 8) the materials used must be non-toxic			
Pcs	CAKE TURN TABLE	12		
	1. Material: Food grade PP 2. Dimensions (minimum): top diameter- 28cm, bottom diameter- 22.5cm, Height- 7cm 3. Ultra smooth rotation, easy to clean and convenient to use, any color 4. Item must be locally available and branded			
pcs	Deck OVEN	1		
	Two-door refrigerator9.2 cu.ft. Two door refrigerator Inverter Technology Top Level Energy Savings ECONAVI + INVERTER Compressor Stainless Color Dimension: (HxWxD) 1449 x 600 x 611mm Features Two Door Top Mount Stylish Mettalic look Jumbo Freezer Tempered Glass Movable Ice Box Folded Tempered glass Fresh Meat Box with Lid Folding Tempered Glass Lid Hygien Ag clean			
pcs	CAKE TURN TABLE			

	<p>Turn tables, aluminum- Made of Aluminium Alloy material, food grade, safe.</p> <ul style="list-style-type: none"> - Easy to use revolving cake decorating table. - Easy to clean polish plate is perfect for cake decoration. - 7.5 inch in diameter base to keep stability on countertops. - Stainless steel bearings provide a smooth and quiet rotation. - Non-slip surface on top of the platform to keep cake in place while you decorate. - Allows icing to be applied evenly and makes additional decorating such as adding stars or basket weaving a controllable task. 				10
Set	Chopping Board Set, Color Coded 6 pcs./set				4
	<p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1) Material: Polypropylene, food grade 2) Board Size: Length: 18 inches 3) Width: 12 inches 4) Thickness: 0.75 to 1 inch 5) Color: assorted colors, 6 different colors per set 6) With hole for storage purposes 7) the materials used must be non-toxic. 				
pc	Cake Cooling Rack				10
	<ol style="list-style-type: none"> 1. Material : Food Grade, Stainless Steel 2. Dimensions Length 20" minimum, Width 14", Height 1.5cm minimum 3. Smooth finish with no sharp edges 4. The Item must be safe and locally available 				
pc	Wire cooling rack, stainless				10
	<ul style="list-style-type: none"> • Material: stainless steel • Size: 45.5cm x 26cm x 3.5cm/ 17.9" x 10.2" x 1.4" • Main Color: black • Master Class non-stick large wire cooling tray 				
Set	Decorating Tips				2
	<p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1) Materials: Stainless Steel 2) Tube Height: 1 to 1.25 inches 3) Tube diameter: 0.7 to 1 inch 4) Tube tip: Assorted designs 5) Wall Thickness: 1/32 inch (minimum) 6) Tube shape: Conical 7) the materials used must be non-toxic 				
set	Decorating Tips				4

	<p>1. Materials: stainless steel; 2. Pastry tip from #1 to #48; 1" to 1.5"; tube diameter: 0.75" to 1"; tube tip: Assorted design; Thickness: 0.8 to 1mm; Tube shape: conical; 3. The item must be locally available and branded.</p>			
Pcs	<p>Double boiler, 2 liters</p>	4		
	<p>The item shall have the following specifications: 1) Material: Stainless steel 2) Thickness: 1/16 inch (minimum) 3) Lid material: Glass 4) Handle attachment: Welded or riveted 5) Diameter: 9 1/2 inches (minimum) 6) Total Height : 9.4 inches (minimum) 7) Inset Bottom Diameter : 6 inches (minimum) 8) Inset Top Diameter : 6 inches (minimum) 9) Capacity: 2 liters (minimum) 10) must be a set which includes one (1) saucepan, one (1) boiler, and one (1) lid 11) With Stainless steel handle and smooth surfaces with no sharp edges 12) The materials used must be non-toxic.</p>			
Pcs.	<p>Dough Cutter</p>	6		
	<p>1) Material: High Quality Stainless Steel blade with comfortable grip stainless handle 2) Length: 4 inches (minimum) 3) Width: 5 1/2 inches (minimum) 4) Food grade 5) design allows item to be hung for storage 6) The materials used must be non-toxic</p>			
pcs.	<p>Dough Cutter</p> <p>1. Material: Stainless steel; 2. Number of blades: 5 3. Dimensions: Length 5", Width: 5"; 2. Handle: coated with soft rubber plastic; 4. Item must be locally available and branded</p>	6		
Set	<p>Rounded Flour Sifter</p>	12		
	<p>The item shall have the following specifications: 1) Material: Stainless steel mesh flour sifting sifter sieve strainer, 3 pieces per set 2) Thickness: minimum 1/32 inch (body) and constructed with stainless steel wire mesh # 30 bottom 3) Diameter: 6, 8, 10 inches 4) Height: 1 1/2 - 2 inches (minimum) 5) Volume markings should be seen inside and outside of the sifter 6) Capacity : 2-5 cups</p>			

	7) The materials used must be non-toxic.			
pc.	Flour Sifter No Handle	6		
	1. Material: Stainless steel, Diameter: 8" ; Depth 2"-2.5"; fine mesh: 0.25mm to 0.5mm 2. The item is free from toxic material and safe; 3. Item must be locally available and branded			
Pcs	Kitchen Knife	6		
	The item shall have the following specifications: 1) Material: Stainless steel with sharp blade 2) Handle material: Hard Plastic (Polypropelene) 3) Overall Length: 10 inches (minimum) 4) Blade Length: 5 inches (minimum) 5) Handle Length: 5 inches (minimum) 6) Thickness of Blade: 1/8 inches (minimum) 7) Blade width: 1.5 inches (minimum) 8) the materials used must be non-toxic.			
	Can Opener	6		
	1. Matrial: Carbon alloy stainless steel, 2. Dimensions: L- 20cm, W- 5cm 3. Easy grip and non slip handle. 4. High temperature resistance 5. The item must be safe, locally available and branded.			
pcs	Chef's Knife	24		
	1. Material: 8" high carbon steel blade with 2.5mm blade thickness; overall length 12" 2. Cutting edge: Straight, pointed end ; Full tang with bolster; 3. Handle: Riveted PP(Polypropylene)			
Pcs	LOAF PAN, SMALL	26		
	The item shall have the following specifications: 1) Material: Anodized Aluminum 2) Thickness: 2/32 inch (minimum) 3) Length: 8 inches (minimum) 4) Width: 4 1/2 inches (minimum) 5) Depth: 4 inches (minimum) 6) Extended sides for an easy grip and smooth surfaces with no sharp edges 7) Food grade 8) The materials used must be non-toxic.			
	Jelly Roll Pan	12		
	1. Material: Aluminum, food grade 2.Dimesions: 12"x16" 3. Safe to use with no sharp edges 4. Must be locally available and branded			
Pcs	Measuring Cup for Liquid, 250 mL	6		
	The item shall have the following specifications: 1) Material : Clear, non-porous tempered glass 2) Food grade			

	<p>3) Freezer and microwave safe</p> <p>4) Holds 250 ml , with 25 ml increment</p> <p>5) Specified metric and english system of measurement</p> <p>6) With handle & spout for easy pouring</p> <p>7) With permanent graduation markings</p>			
Pcs	Measuring Cup for Liquid, 500 mL	12		
	<p>The item shall have the following specifications:</p> <p>1)Material : Clear, non-porous glass</p> <p>2) Food grade</p> <p>3) freezer and microwave safe</p> <p>4) Holds 500 ml, with 25 or 50 ml increment and with</p> <p style="padding-left: 40px;">specified metric and english system of measurement</p> <p>5) With handle & spout for easy pouring</p> <p>6) With permanent graduation markings</p>			
set	Measuring Cups for Solid, 1/8, 1/4, 1/3, 1/2, 1 cup set	12		
	<p>The item shall have the following specifications:</p> <p>1) Material: Stainless Steel</p> <p>2) Food grade</p> <p>3) Each set includes four graduated sizes:1/8 1/4, 1/3, 1/2 and 1 cup.</p> <p>4) Clearly marked measuring guides engraved on the handle</p> <p>5) With storage ring to keep all cups together</p>			
set	Measuring Cups for Solid, 1/8, 1/4, 1/3, 1/2, 1 cup set	10		
	<p>1. Material: Stainless steel; 2. Each set includes four graduated sizes: 1/4, 1/3, 1/2, 3/4 , 1cup</p> <p>3. Measuring guides are clearly marked and engraved on the handle with storage ring 4. The item must be locally available and branded</p>			
set	Measuring Spoons	12		
	<p>The item shall have the following specifications:</p> <p>1) Material : Stainless Steel, food grade</p> <p>2) The set consists of the following sizes:</p> <p style="padding-left: 40px;">1 pc - 1 tbsp. = 15 ml</p> <p style="padding-left: 40px;">1 pc - 1/2 tbsp = 7.5 ml</p> <p style="padding-left: 40px;">1 pc - 1 tsp. = 5 ml</p> <p style="padding-left: 40px;">1 pc - 1/2 tsp. = 3 ml</p> <p style="padding-left: 40px;">1 pc - 1/4 tsp. = 2 ml</p> <p style="padding-left: 40px;">1 pc - 1/8 tsp. = 1 ml</p> <p>3) Easy-to-read standard and metric size markings on the handles</p>			

	<p>4) Handles have loops for hanging or ring storage</p> <p>5) The materials used must be non-toxic.</p>			
set	Mixing Bowl, Stainless Steel	6		
	<p>The item shall have the following specifications:</p> <p>1)Material: Stainless Steel , 0.8 mm - 1.0 mm thick</p> <p>2) Each set must consist of the following capacities</p> <p>1 pc - 0.80 liter</p> <p>1 pc - 1.5 liters</p> <p>1 pc - 3 liters</p> <p>1pc - 4 liters</p> <p>1pc - 5 liters</p> <p>1pc - 8 liters</p> <p>3) Light weight and easy to use, flat base, curved lip</p> <p>4) The materials used must be non-toxic.</p>			
set	Mixing Bowl, Stainless Steel	12		
	<p>1. Material: Staineless Steel 2. Each set must consist of the following capacities: 1pc-0.80L, 1pc-1.2L, 1pc-1.5L, 1pc-2L, 1pc-3L, 1pc-4L 3. Item must be locally available and branded</p>			
Pcs	MUFFIN PAN, MEDIUM	6		
	<p>The item shall have the following specifications:</p> <p>1) Material: Anodized Aluminum</p> <p>2) Thickness: 2/32 inch (minimum)</p> <p>3) Cup diameter (top): 3 1/4 inches</p> <p>4) Length: 13.75 inches (minimum)</p> <p>5) Width: 10.5 inches (minimum)</p> <p>6) Depth: 1 1/2 inches (minimum)</p> <p>7) Number of cups in a tray: 12 cup</p> <p>8) Extended sides for an easy grip and smooth surfaces with no sharp edges</p> <p>9) Food grade</p> <p>10) The materials used must be non-toxic.</p>			
Pcs	PALETTE KNIFE / OFFSET SPATULA	6		
	<p>The item shall have the following specifications:</p> <p>1) Blade material: Stainless steel 316</p> <p>2) Handle material: Hardwood (Smooth finish)</p> <p>3) Blade dimension</p> <p>4) Length= 7 .5 inches (minimum)</p> <p>5) Width = 1.5 inches (maximum)</p> <p>6) Thickness of Blade: 3/16 inches (minimum)</p> <p>7) Total length = 12 to 14 inches</p>			
Pcs	PASTRY BLENDER	6		
	<p>The item shall have the following specifications:</p> <p>1) Blender blade Material: Stainless Steel</p> <p>2) Number of Blades: 5</p> <p>3) Length: 5 inches (minimum)</p>			

	<p>4) Width: 5.25 inches (minimum) 5) Depth: 2 inches (minimum)</p> <p>6) handle material: Stainless steel handle coated with soft rubber plastic 7) Food grade 8) The materials used must be non-toxic.</p>			
pcs	PASTRY BLENDER	6		
	<p>1. Material: Stainless steel; 2. Number of blades: 5 3. Dimensions: Length 5", Width: 5"; 2. Handle: coated with soft rubber plastic; 4. Item must be locally available and branded</p>			
	PASTRY BRUSH	12		
	<p>The item shall have the following specifications: 1) Material: Natural Boar bristles 2) Handle: Wood with metal ferrule 3) Length of handle: 4 3/4 inches (minimum) 4) Length Bristle: 2 inches (minimum) 5) The materials used must be non-toxic. 6) Food grade.</p>			
	Pastry Mat	4		
	<p>1. Material: Food grade silicon rubber 2. Dimensions: L 15", W 23" 3. Item must be safe, locally available and branded</p>			
	PIE PAN # 10	6		
	<p>The item shall have the following specifications: 1) Material: Aluminum, 2 mm thick (minimum) 2) Top diameter : # 10 = 22 to 23.5 cm 3) Depth: 3.4 to 3.8 cm 4) Oven safe to 500°F / 260°C 5) Food Grade 6) Smooth finish surfaces without sharp edges 7) Extended sides for an easy grip 8 Coated with non -stick coating materials.</p>			
pcs.	Pie pan 6", 8", 10"	10		
	<p>1. Material: aluminium gauge 18, 2. Top diameter: 6", 8", 10"; Depth: 1.30" to 1.5" 3. extended sides for grip 4. Item must be locally available and branded</p>			
Pcs	RECTANGULAR PAN #10	6		
	<p>The item shall have the following specifications: 1) Material: Aluminum 2) Thickness : 1/25 inch (minimum) 3) Dimensions: # 10: 13" x 9" x 2" 4) Oven safe to 500°F / 260°C 5) Food grade 6) The materials used must be non-toxic.</p>			

	ROLLING PINS			
pcs	The item shall have the following specifications: 1) Material: Polypropylene, food grade 2) Dimensions: 2.36 inches diameter x 9.45 inches length 3) 1.57 inches root diameter x 2.76 inches (approximate dimensions) 4) Handle length: 3.15 inches 5) Smooth Surface finish with no sharp edges 6) Materials used must be food grade 7) the materials used must be non-toxic.	6		
pcs	ROLLING PINS 1. Material: Polypropylene, food grade 2. No handle 3. Dimensions: length- 9 to 10" (minimum) Diameter 2.36" (minimum) 3. Handle: 1.57" root diameter; Length : 3.15" 4. Smooth surface finish with no sharp edges 5. The item must be locally available and branded	12		
set	ROUND CAKE PAN, 6", 8" The item shall have the following specifications: 1) Material: Anodized Aluminum 2) Thickness: 1/20 inch (minimum) 3) Depth: 3 to 5 inches 4) Set must each contain the following Volume Capacities: 6 inches - 1.5 liters (minimum) 8 inches - 2.1 liters (minimum) 5) Rolled edge for better strength and smooth surface with no sharp edges 6) Food grade 7) The materials used must be non-toxic.	6		
set	Round Cake Pan 6", 8", 10" 1. Material: aluminium, gauge 18 (minimum) 2. Dimensions: Depth: 3" (minimum) Diameter and volume capacity: 6"- 1.5L (minimum), 8"- 2.1L (minimum), 10" 3. No sharp edges and rough surface; 4. Item must be locally available and branded	18		
	Macaroon/Tart tray pan 1. Material: Aluminum 2. Capacity: 1/2 oz to 3/4 oz 3. 24 holes for macaroon tart tray pan (hole size: diameter (approximately) 1 inch, depth: 1/2 inch 3. Smooth surface finish with no sharp edges 4. The item must be safe and locally available.	5		
	Straight Icing Spatula 1. Materials: stainless steel blade; Handle: Hard plastic 2. Dimensions: Blade Length: 10" (minimum), Blade width: 1" to 1.5" ; Handle: 2.5" (minimum) 3. The item must be locally available and branded.	25		

	RUBBER SCRAPER			
Pcs	<p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1) Material: Silicone blade (head) & Plastic Handle, (Polypropylene) 2) Color: Any color 3) Head length: 11.5 cm (minimum) 4) Head width: 7.0 cm (minimum) 5) Handle length : 24 to 30 cm 6) Safe working temperature : -40°F to 446°F 7) the materials used must be non-toxic. 	6		
	Rubber Scrapper			
pcs	<ol style="list-style-type: none"> 1. Material: Silicon blade(head) & plastic Handle 2. Color: any color 3. Dimensions: Head length: 4" (minimum) Head width: 3" (minimum); Handle length: 10" to 12" 4. Item must be locally available and branded 	25		
	SAUCE PAN			
Pcs	<p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1) Material: Stainless steel 2) Diameter: 16 cm 3) Height: 8 cm 4) With stainless steel cover 5) Welded handle (insulated) : 15 to 17 cm 6) Thickness: 2 mm (minimum) 7) the materials used must be non-toxic. 	4		
	Sauce Pan			
pcs	<ol style="list-style-type: none"> 1. Material: stainless steel gauge 14 minimum, 2. Dimensions: Diameter 7, minimum Height 4" minimum 3. capacity 4 quarts 4. With stainless cover and welded handle 5. Item is locally available and branded. 	4		
	Bundt pan, 2/32"9. tick resistant coating for quick release. Easy to clean. Food grade Xynflon coating. Made with carbon steel: Even heating for better browning and baking. Specially made for household use. Color: Black. Package Contents: 1-Piece Spring Form Cake Tin	10		
	SHEET PAN			
pc.	<p>The item shall have the following specifications:</p> <ol style="list-style-type: none"> 1) Material: Aluminum 2) Thickness: 1/16 inch (minimum) 3) Length: 17 inches (minimum) 4) Width: 12 inches 5) Height: 3/16 inches (minimum) 6) Smooth finish surfaces without sharp edges 7) Corrosion resistant 	13		

	<p>8) Superior heat conduction 9) Oven safe to 500°F / 260°C (maximum) 10) Heat resistant 11) Food grade</p>			
	<p>Sponge cake molder• Simple opening and closing with two grips. • Made of stainless steel, fine and durable. • Easy to use and easy to operate. • It is adjustable from 16cm to 30cm.Simple opening and closing with two grips.Made of stainless steel, fine and durable.It can be used to make cake, mousse, etc.Easy to use and easy to operate.Specifications:Materials: stainless steelColor: silverSize: 165*165*85mmPackage Include:1 x Stainless Steel Cake Ring</p>	5		
	<p>Custard cups, glassSpecification: Material: Porcelain Shape: Round Capacity: 4oz Size: 7.6x4.3cm/2.99x1.69" Color: White</p>	20		
pcs.	<p>Cookie Sheet</p>	5		
	<p>Cookie sheets, 2/32", medium</p>			
	<p>SQUARE PAN</p> <p>The item shall have the following specifications: 1) Material: Anodized Aluminum 2) Thickness: 2/32 inches (minimum) 3) Length: 8 inches (minimum) 4) Width: 8 inches(minimum) 5) Depth: 2 inches (minimum) 6) Smooth surfaces with no sharp edges 7) Oven safe to 500°F / 260°C 8) Food grade 9) The materials used must be non-toxic.</p>	6		
	<p>Weighing scale, digital 5 kilograms</p> <p>The item shall have the following specifications: 1) Materials : Engineering Plastic 2) Capacity : 5 kg 3) Accuracy: 1 gram 4) Four digit LCD display 5) Auto Power off 6) Size : (L x W x H cm) 24 cm x 17 cm x 4 cm 7) Battery Operated, two AAA Batteries 8) Warranty period of 1 year</p>	5		

	WIRE WHISK			
	The item shall have the following specifications: 1) Material - Stainless steel 2) Over all Length - 12 inches (minimum) 3) Depth - 3 inches (minimum) 4) Whip Length: 7 inches (minimum) 5) Diameter of Wire: 2/32 inches (minimum) 6) Handle Length : 5 inches (minimum) 7) Number of looped wire = 6 (minimum) 8) The materials used must be non-toxic.	6		
pcs	Wire Whisk 1. Material: Stainless Steel 2. Dimensions: Overall Length 12", Whip length: 7", Handle length: 5" Width 2.5"3. Number of wires: 8, Diameter 2mm washable 4. Item must be locally available and branded	20		
pc	WOODEN SPOON The item shall have the following specifications: 1) Material: Beechwood or equivalent 2) Length :12 inches (minimum) 3) Width: 2.6 inches (minimum) 4) Depth = 1.0 inch (minimum) 5) No hole or slot within the spoon bowl 6) Smooth surface finish with no sharp edges 7) Handle with hole for hanging storage purposes 8) The materials used must be non-toxic.	12		
	Storage Box 70L 1. Material: Hard plastic 2.Dimension(approximately): L 50" H31cm 3. Capacity: 70Liters 4. Snap lock on both sides 5. Item must be locally available, safe and branded	4		
	Storage Box 95L 1. Material: Hard plastic 2.Dimension(approximately): L 67, W46, H41cm 3. Capacity: 95Liters 4. Snap lock on both sides 5. Item must be locally available, safe and branded	2		
pc	Working Tables The item shall have the following specifications: 1) Material: Stainless Steel 2) Length: 1800 mm 3) Width: 850 mm 4) Height: 850 mm 5) Thickness : 2 mm thick	4		

	<p>6) Stainless steel table top and stainless steel undershelf 7) Tubular legs with 4 adjustable bullet feet (levelers)</p>			
pc	<p>2 Layered Working Table (with brace/support) 1. Material: Pure Stainless Steel 2. 16 gauge type 304 stainless steel top that offers greater durability and corrosion-resistance 3. 18-gauge type 430 stainless undershelf 4. 15/8" stainless legs with adjustable metal bullet feet with rubber caps 5. Capacity (approximately): top shelf- 640lbs, undershelf- 410lbs 6. Dimensions L-30", W- 72", H 34"; 7. Item must be locally available and safe to use, no sharp edges</p>	1		
pc	<p>UPRIGHT FREEZER 1. Metal Body 2. Dimensions: L:27" (approximate), W: 32" (approximate), H: 66" (approximate) 3. Freezing Capacity: 200 liters (or equivalent) 4. Power Supply: 220/440 V/ 60Hz., with power cord with flat blade attachment plug (Type A plug); 5. Power Consumption: 130 W (equivalent) 6. Must have thermostat control 7. single door 8. must be CFC (chlorofluorocarbon) free 9. material must be non-toxic 10. must be safe to use by highschool students 11. delivery must include correct instruction manual written in good english 12. must be locally available 13. local servicing must be available 14. item must be branded</p>	1		
pc	<p>REFRIGERATOR 1. Total capacity: 7.4 cu ft(approximate) 2. Material: Metal Body 3. Number of Doors: two 4. No frost 5. Power Supply: 220/240V/60Hz., with power cord with flat blade attachment plug (Type A Plug); must have thermostat control 6. Self-door closing 7. Must have thermostat control 8. must be CFC (chlorofluorocarbon) free 9. material must be non-toxic 10. must be safe to use by highschool students 11. delivery must include correct instruction manual written in good english 12. must be locally available</p>	1		

	13. local servicing must be available			
	14. item must be branded			
pc	<p>Two-Door Refrigerator</p> <p>Two-door refrigerator 9.2 cu.ft. Two door refrigerator Inverter Technology Top Level Energy Savings ECONAVI + INVERTER Compressor Stainless Color Dimension: (HxWxD) 1449 x 600 x 611mm Features Two Door Top Mount Stylish Metallic look Jumbo Freezer Tempered Glass Movable Ice Box Folded Tempered glass Fresh Meat Box with Lid Folding Tempered Glass Lid Hygien Ag clean</p>	1		
pc	<p>Commercial Stand Mixer with Complete Attachement</p> <p>1. Mixer Body Dimensions: Width 8 3/4" (minimum); Height 14" (minimum); Depth: 14 1/8" (minimum) 2. Body Material: Stainless steel 3. Attachment includes: stainless steel bowl; metal wire whip; nylon-coated flat beater; nylon-coated dough hook 4. The bowl must be equipped with safety stainless steel bowl guard, stabilizer and locking handles. 5. Speed control lever offers ten mixing speeds 6. mixer speed: 98 rpm (approximate) 7. Dough weight capacity: 5 kgs (minimum) 8. rated voltage and frequency: 220V/240V, 50-60 hz 9. Rated power: 325W (minimum) 10. Length Power Cord: 1.5 m (minimum) and comes with a flat blade attachment plug (Type A Plug) 11. the equipment is a gear driven transmission 12. Tilt-up head provides easy access to bowl/ beaters 13. material must be non-toxic 14. must be safe to use by highschool students 15. delivery must include correct instruction manual written in good english 16. must be locally available and with warranty 17. local servicing must be available 18. item must be branded</p>	4		
pc	Stand Mixer	1		

	<p>1. Material: Metal ,food grade 2. 1000 wattage; 220-240 Voltage 3. Dimensions: length- 38.5cm (minimum) Width- 24cm (minimum) Height- 35.5cm (minimum)</p> <p>4. Attachments: Stainless steel bowl, dough hook, beater/whisk, paddle; 5. Speed: 6 speeds; 6. Cable: 2meter (minimum), parts are dishwasher safe, 7. Item has electronic speed control, fold control and total mixing asction; 8. Capacity: 5 Liters 9. Item must be locally available and branded.</p>			
pc	<p>Commercial Heavy Duty Blender Mixer</p> <p>1. Material: Housing- ABS material with alloy gear 2. Dimensions: L=3. Item specifications: 3HP motor, 900 minimum operating wattage, Voltage: AC 220-240V, Frequency: 50-60hz 4. Variable speed knob control; Pulse switch; Manual on and off switch 5. Blade: 6 blade assembly that are specifically designed with different angles to create the smoothest blend; Stainless steel; Rotating speed: 300,000/min</p> <p>6. Tamper: used through the lid when blending is required 7. Jug: 2Liters; Copolyester jug designed for dry and wet blending; Food grade, unbreakable and compression-resistant jar 8. Food mat: Nonslip rubber material 9. Item must be locally available and safe to use</p>	1		
	<p>Electric Mixer</p> <p>Electric mixer, heavy duty 2.5L egg bucket capacity, 5 stalls free speed regulation, one machine multi-purpose Stir bar switch at any time, fully automatic selection of stainless steel material Safe, portable and durable</p>	3		
pcs	<p>Hand mixer</p> <p>Hand mixer, heavy duty Power capacity: 220V Type: Hand Mixer Material: ABS plastic Dimension: 11.5x20.5x16cm Less mess Easy to clean</p>	7		
	<p>Hand Mixer</p> <p>1. Material: Die cast Metal food grade 2. 350 wattage (minimum); 220-240 Voltage 3. Dimensions: length- 19cm (minimum) Width- 13cm (minimum) Height- 21cm (minimum)</p>	3		

	4. Attachments: Stainless steel; Twin beaters and twin kneaders; 5. Speed: 5 speeds plus pulse or turbo; 6. Cable: 1meter (minimum), sure grip handle, parts are dishwasher safe, 7. Item has release button 8. Item must be locally available and branded			
	Rack oven1 double rack oven (18" x 26" pans or 20" x 30" pans	1		
	Mechanical oven	1		
	Conventional oven	1		
	GAS RANGE WITH OVEN			
pcs	<ol style="list-style-type: none"> 1. Housing Material: Stainless Steel 2. Dimensions: L:20" (minimum); H:43" (minimum); W:30" (minimum) 3. Number of open burners: 4 burners 4. Oven capacity: 2.4 cu. Ft. (approximate) 5. Temperature range: 200-550 degrees Fahrenheit (93-288 degrees Celcius) 6. See-thru glass oven window 7. Fuel: LPG 8. The unit must be equipped with electronic ignition 9. Comes with four adjustable legs for levelling the unit and with tempered glass cover. 10. material must be non-toxic 11. must be safe to use by highschool students 12. delivery must include correct instruction manual written in good english 16. must be locally available and with warranty 13. local servicing must be available 14. item must be branded 	2		
	Kitchen Trolley 3 layers			
pc	<ol style="list-style-type: none"> 1. Material: Stainless Steel 2. Dimensions: Length: 103cm (minimum); Width: 50cm (minimum); Height: 98cm (minimum) 3.Type: 3 tier round tube service trolley 4.Wheels: 4 wheels (2 brake wheels); wheel diameter: 100mm; wheel type: swivel TPR castors; rubber-tipped projection attached to each castor 5. 3 shelves/layer thickness: 8mm (minimum); In between height: 20mm 6. Tubes thickness: 9mm (minimum) 7. Maximum loading per tray/shelf: 50kg 8. Item must not have sharp edges and must have smooth surface 9. Item must be safe, locally available and branded 	1		
	Stainless Steel Shelf 18" x 60"	1		

	<p>1. Material: Stainless steel finish corrosion resistant and suitable for both wet and dry environment 2. Dimensions: L- 60", W-18", H-74" 3. 4 Shelves adjustable; 4. Item includes 16pairs of split sleeves 5. Wire shelves designed 6. . Item must not have sharp edges and must have smooth surface 7. Item must be locally available and branded</p>			
pc	<p>Gas Range Oven</p>	3		
	<p>1. Material: 100% Porcelain enamelled Body 2. Dimensions (minimum): Height-33cm, Depth- 42cm, Width- 39.5cm 3. Oven type: gas oven 4. Capacity(minimum): 49 Liters; 5. Accessories: Oven net, oven tray; 6. Thermostat control; 7. The item must be safe, locally available and branded.</p>			
	TOTAL			657,281.28

