**Philippine Bidding Documents**

Procurement of GOODS

Government of the Republic of the Philippines

**Third Edition**

**October 2009**

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***Section I. Invitation to Bid***

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Section I. Invitation to Bid

|  |  |
| --- | --- |
|  | Republic of the Philippines  BACOLOD WATER DISTRICT  Bacolod Lanao del Norte  **TIN 004-367-022**  **CCC No. 543**  **Telefax # 062-227-2041**  [www.bwdldn.gov.ph](http://www.bwdldn.gov.ph) |

**Invitation to Bid**

**PROCUREMENT OF VARIOUS CONSTRUCTION MATERIALS**

1. The Bacolod Water District, intends to apply the sum of Two Million One Hundred Eighty Four Thousand Two Hundred Thirty Three Pesos (Php2,276,120.50) being the Approved Budget for the Contract (ABC) to payments under the contract in the Procurement of Various construction Materials. Bids received in excess of the ABC shall be automatically rejected at bid opening**.**

|  |  |  |
| --- | --- | --- |
| **Lot No.** | **Description** | **ABC** |
| **1** | **Supply and Delivery of Construction Materials** | **Php 1,567,372.00** |
| **2** | **Supply and Delivery of Materials for Tile Works** | **Php 110,454.00** |
| **3** | **Supply and Delivery of Materials for Painting Works** | **Php 165,352.00** |
| **4** | **Supply , Delivery and Installation of Glass Works** | **Php 432,942.50** |

1. The Bacolod Water District now invites bids for the procurement of Various Construction materials on a per lot basis. Delivery of the Goods is required 7-15 CD after receipt of the notice to proceed. Bidders should have completed, within one year 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.

|  |  |
| --- | --- |
| **Lot** | **Completion Date** |
| **1** | **Within one hundred (100) calendar days from receipt of Notice to Proceed** |
| **2** | **Within seven (7) calendar days from advice of procuring entity** |
| **3** | **Within seven (7) calendar days from advice of procuring entity** |
| **4** | **Within fifteen (15) calendar days from advice of procuring entity** |

1. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of the Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act
2. Interested bidders may obtain further information from Bacolod Water District and inspect the Bidding Documents at the address given below at the Bids & Awards Office from 8-12 a.m. and 1-5 p.m. from November 8-14, 2016.

A complete set of Bidding Documents may be purchased by interested Bidders from November 8-14, 2016 from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount as follows:

|  |  |  |
| --- | --- | --- |
| **Lot No.** | **ABC** | **Cost of Bidding Documents** |
| 1 | **Php 1,567,372.00** | Php 1,500.00 |
| 2 | **Php 110,454.00** | Php 500.00 |
| 3 | **Php 165,352.00** | Php 500.00 |
| 4 | **Php 432,942.50** | Php 500.00 |

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 nonrefundable fee for the Bidding Documents not later than the submission of their bids.

1. The Bacolod Water District will hold a Pre-Bid Conference on November 11, 2016, 10:00 a.m. at the BAC Office. The Pre-Bid Conference shall be open to all interested parties.
2. Bids must be delivered to the address below on or before November 28, 2016. All Bids must be accompanied by a bid security in any of the acceptable form and in the amount stated in ITB . Bid opening shall be on November 28, 2016, 10:00 a.m. at BAC Office, Bacolod Water District, Poblacion, Bacolod, Lanao del Norte. 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.
3. The Bacolod Water District 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, without thereby incurring any liability to the affected bidder or bidders.
4. For further information, please refer to:

JASMIN G. ALANGILAN

BAC Member/Secretary

Tel. No. 063-227-2041

E-mail Add. [bacwdldn@yahoo.com](mailto:bacwdldn@yahoo.com)

www.bwdldn.gov.ph

ZAIDIE C. LIGUTOM

BAC Chairman

**Section II Intstruction to Bidders**

**INSTRUCTIONS TO BIDDERS**

**1.PREPARATION OF BIDS**

1. Language of Bid

The bid , as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English.

1. Documents Comprising the Bid:

During the opening of bids(21November 2016), bidders shall submit one(1) sealed envelope/package containing three (3) sealed envelopes/packages for the original bid and copies of the original.

The contents of the envelopes/packages must be properly organized and arranged in the order listed below. Each document must be properly labeled and tagged/ tabbed to facilitate evaluation.

**THE FIRST ENVELOPE/PACKAGE** shall contain the following eligibility documents: (Items “a” to “p”)

B.1 Legal, Technical and Financial Documents

Class “A” Documents:

1. Registration certificate from the Securities and Exchange Commission (SEC)

Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration;

1. Other appropriate licenses as may be required by the procuring entity concerned, such as Articles of Partnership or Incorporation, for the purposes of checking the citizenship of the partners/owners.
2. Valid Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located.
3. BIR Tax Clearance valid at least up to the date of the opening of the bid offer

***Technical Documents***

1. Bid security (original receipt and one (1) photocopy of the official receipt). Please refer to Section H of this document for detailed instruction.
2. Bidding documents Fee (original receipt and one(1) photocopy of the official receipt)
3. Authority of signatory/representative (if the person attending the public bidding is not the owner or president of the company, a sample for the Authority document is included in the later part of this document)
4. Omnibus Sworn Statement stating that:
5. Office address of the bidder:
6. The signatory is the duly authorized representative of the prospective bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the prospective bidder in the bidding with the duly notarized Secretaries Certificate attesting to such fact, if the prospective bidder is a corporation,partnership, cooperative, or joint venture;
7. It is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices,corporations, of LGUs, including foreign government/foreign or International financing institution whose blacklisting rules have been recognized by the GPPB,
8. 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;
9. It is authorizing the Head of the Procuring Entity or his duly authorized representative(s) to verify all the documents submitted;
10. The bidder is not related to the Head of 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 consultants by consanguinity or affinity up to the third civil degree;
11. The bidder complies with existing labor laws and standards;
12. The bidder is aware of and has undertaken the following responsibilities as a bidder:
13. Carefully examine all of the Bidding Documents;
14. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
15. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
16. Inquire or secure Supplemental/Bid Bullentin(s) issued for the [Name of the Project];
17. The 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.

A sample of the above described Omnibus Sworn Statement is also included in the latter

part of this document.

1. Statement of all its ongoing and completed government and private contracts, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following name of the contract; date of the contract; kinds of Goods; amount of contract and value of outstanding contracts; date of delivery; and end-user’s acceptance or official receipt(s) issued for the contract if completed.

j.

Proof that the bidder has completed (within the recent 2 years) at least 2 similar

contracts and the largest of these similar contracts must be equivalent to at least

half of the percentage of the ABC.

k. Summary Sheet of Lots to be bid on with the corresponding Approved Budget for the Contracts (ABC’s) for the computation of Bid security-Annex A

l. Questionnaire for Prospective Bidders (Additional Requirement for Eligibility, Memorandum No. AAS-09-22)

m. Any other document related to the financial component of the bid such as brochures/manuals/illustrations/catalogues/literatures/plan/certification/warranty/samples(if applicable)-submit two(2) copies each for the original bid and only one (1) copy for copy1 and Copy2, indicate Lot No. and Item No., company name

Financial Documents

n. Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be ealier than two(2) years from bid submission;

o. NFCC computation (Refer to Section C of this document for detailed instruction);

And

Class “B” Document:

p. If applicable, the Joint Venture Agreement 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

Bidders who are registered and have previously submitted up to date Class A documents may submit a declaration that such documents are submitted and on file with the BAC. However, documents “d”,”e”,”g”,”n”, and any other newly updated document must be submitted with the bid.

**B.2 THE SECOND ENVELOPE /PACKAGE** or financial component of the bid shall contain the following:

1. The duly accomplished Financial Bid Form showing the price quotation. All bids that exceed the ABC shall not be accepted.
2. Soft-copy of the filled-up bid form (in excel file)- for the original bid envelope only

GUIDELINES IN FILLING-UP THE BID FORM

If the first envelope/package lacks the above stated requirements, the second envelope/package will be returned to the bidder unopened. The bid form must be fully accomplished. Necessary documents such as brochures, catalogues, illustrations, etc. should be provided and labeled properly. Bidders submitting incomplete bid documents will be disqualified

The bid must be legibly written in the prescribed Bidder’s Tender Form. In case the bid is illegible, the determination and decision of the BAC will be final. All erasures shall be countersigned

Technical specifications (e.g. brand, model no., dimensions, country of origin, etc.) must be written in the bid form even if it is of the same specification stated in the item description. Statements such as “As BWD Specification/Requirement or Comply” are not acceptable. If bid is a counter offer, complete description of the items being offered must be indicated and supporting documents should also be presented. **No entry should be left blank.**

In case of discrepancies in the bid, the following shall prevail (Sec.32.2.3)

-words over figures

-unit prices over total prices

-bill of quantities over detailed estimates

***C.NFCC Computation***

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) (K)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contract yet to be started coinciding with the contract to be bid….

Where :K=10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The values of the bidder’s current assets and current liabilities shall be based on the data submitted to the BIR.

***D.Alternative Bids***

***E. Bid Prices***

The bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, and the total amount.

The bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price in indicated, the same shall be considered as non-responsive, but specifying a “0” (zero) for the said item would mean that it is being offered for free to the Government.

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.

***F.Bid Currencies***

Prices shall be quoted in Philippine Pesos.

***G.Bid Validity***

Bids shall remain valid for and shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

***H.Bid Security***

Upon singing and execution of the contract pursuant to ITB Clause O, and the posting of the performance security pursuant to ITB Clause O, 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 O.

The bid security may be forfeited:

1. If a bidder:
2. Withdraws its bid during the period of bid validity specified in ITB Clause G;
3. Fails to submit the requirements within the prescribed period or a finding against their veracity as stated in ITB Clause 6;
4. Submission of eligibility requirements containing false information or falsified documents;
5. Submission of the 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;
6. Allowing the use of one’s name, or using the name of another for purposes of public bidding;
7. 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 Lowest Calculated and Responsive Bid;
8. Refusal or failure to post the required performance security within the prescribed time;
9. 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;
10. Any document attempt by a bidder to unduly influence the outcome of the bidding in his favor;
11. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
12. 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.
13. If the successful Bidder:
14. Fails to sign the contract in accordance with ITB Clause 31
15. Fails to furnish performance security in accordance with ITB Clause 8.

|  |  |
| --- | --- |
| **Form of Bid Security** | **Amount of Bid Security (Equal to percentage of the ABC)** |
| **Cash or cashier’s/manager’s check issued by a universal or Commercial Bank.**  **If the bidders opt to submit cashier’s/manager’s check the payee shall be the Bacolod Water District.** | **Two percent (2%)** |
| **Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.**  **If the bidders opt to submit Surety Bond the conditions of the obligations shall include Section 23.1(b),34.2,40.1, and 69.1 except 69.1(f) of the Revised IRR of RA 9184.** | **Five percent (5%)** |
| **Bid Securing Declaration** |  |

Bidders shall pay directly to the Cashier’s Office the required bid amount before the opening of bids. The original receipt together with a photocopy of it shall be included in the first envelope/package. After the opening of bids the original receipt shall be returned to the bidder.

If posted in the form of Cashier’s/Manager’s Check, the bid bond shall be in the name of Bacolod Water District and must be issued by a bank which has branches in Iligan City.

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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period.

***I.Format and Signing of Bids***

Bidders shall submit their bids through their duly authorized representative using the appropriate form on or before the deadline specified in the invitation.

Forms 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.

The bidder shall prepare and submit an original and copies of the first and second envelopes/packages.

In the first envelope/package, the eligibility documents shall be initialed by the duly authorized representative/s of the bidder in each and every page. The printed name and the complete signature of the bidder or his duly authorized representative must be in all pages of the financial documents (second envelope/package).

***J.Sealing and marking of Bids***

Bidders shall enclose their original eligibility and technical documents in one sealed envelope/package marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope/package marked “ORIGINAL – FINANCIAL COMPONENT”, sealing them all in an outer envelope/package marked “ORIGINAL BID”.

Copies of the first and second envelopes/packages shall be similarly sealed duly marking the inner envelopes/packages as “ COPY NO. 1 or 2 – TECHINCAL COMPONENT” and “COPY NO 1 or 2 FINANCIAL COMPONENT” and the outer envelope/packages as “COPY NO. 1 and 2”, respectively. These envelopes/packages containing the original and the copies shall then be enclosed in one single envelope/package.

All envelopes/packages shall bear the following information:

a.Bid number and Title in capital letters; date of submission/opening of bids

b.Name and address of the Bidder in capital letters;

c.Must be addressed to the Chair, BAC, Bacolod Water District

d.Written warning “DO NOT OPEN BEFORE…..” the date and time for the opening of bids,

e.Sealed and signed across the envelope/package flaps

If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.



***2.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 invitation. In case the bidder does not intend to witness the opening of bids, he may submit the first and second envelopes/packages before bid opening at the BAC Secretariat Office. These envelopes/packages shall be stamped received by the BAC Secretariat indicating date and time submitted and name of company representative who submitted the bid documents. The BAC Secretariat will also issue an acknowledgement receipt only for early submissions.

***3. LATE BIDS***

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, shall be declared “Late” and shall not be accepted by the Procuring Entity.

***4.MODIFICATION AND WITHDRAWAL OF BIDS***

A bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. A bidder shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly indentified, linked to its original bid and marked as a “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.

A bidder may through a letter, withdraw its bid before the deadline for the receipt 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. Withdrawal of bids after the applicable deadline shall be subjected to appropriate sanctions as prescribed in the implementing guidelines of the R.A. 9184.

***5.EVALUATION AND COMPARISON OF BIDS***

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.

Criteria For Evaluation

1. Completeness and compliance/conformity of the submitted bid documents including necessary supporting documents such as brochures, certificates, catalogue, illustrations, etc.
2. Responsiveness of bids to the tender documents based among other considerations, on the following:

* The bid offer
* Quality, sufficiency and necessity of product/service being offered
* Compliance with government regulations
* Background, past performance and number of years in the industry (at least two years) of the bidders.

***Per Lot Bidding***

The bids will be evaluated on a per lot basis. In case no qualified bid for the lot is received, the bids will be evaluated on per item basis.

Items bid out per lot shall be awarded to the winning bidder under only one (1) contract for the entire lot. The bidder is warned that violation of any bidding rule with respect to an item in the lot shall be deemed a violation of the terms pertaining to the entire lot.

The Bacolod Water District reserves the right to make the appropriate determination of preference among bids as may best suit its purposes.

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 the 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. Prices being offered are considered net and include government taxes, import fees and/or duties, if any, and incidental expenses, including freight charge. The contractor shall certify and agree that, if for any reason or another, it secures a waiver or refund of all or any portion of the said taxes, fees, etc the refund or waiver obtained shall be paid back to Bacolod Water District.

***6. POST-QUALIFICATION***

The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted as well as other information as the Procuring Entity deems necessary and appropriate using a non-discretionary “pass/fail” criterion.

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 Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price whichever is lower. 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 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 Lowest Calculated Responsive Bid is determined for contract award.

***7. Signing of the Contract***

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.

Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.

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.

The following documents shall form part of the contract:

(rr) Contract Agreement;

(ss) Bidding Documents;

(tt) Winning bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(uu) Performance Security

***8.PERFORMANCE SECURITY***

Upon award, the winning bidder is required to deposit a performance bond whose form and amount are as follows:

|  |  |
| --- | --- |
| **Form of Performance Security** | **Amount of Performance Security (Equal to percentage of the Contract)** |
| **Cash or cashier’s/manager’s check issued by a universal or Commercial Bank.**  **If the bidders opt to submit cashier’s/manager’s check the payee shall be the Bacolod Water District.** | **Five percent (5%)** |
| **Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.** | **Thirty percent (30%)** |

The performance bond shall be in the name of the Bacolod Water District. Failure to post the performance bond within 10 days after receipt of the notice of award shall mean a refusal to accept the order or contract which is sufficient cause for the forfeiture of the bidder’s bond.

The supplier’s performance bond will be released in accordance with the provisions of Act No. 9184 and subject to the provisions of the contract.

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 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 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.

**SPECIAL PROVISIONS**

The issuance of the prescribed bidding form mentioned herein shall not be construed as full and final recognition of the bidder’s competence, nor shall any previous recognition of competence be necessarily accepted without question for this particular bidding. The Bacolod Water District reserves the right to review the competence and qualification of the bidders anytime before the award of contract by further verification of the bidders’ pre-qualification documents, or by any other satisfactory means. The competence of a bidder shall include adequate preparation of the bid documents, financial ability to undertake proper and efficient performance of the services and/or delivery of supplies or equipment for which the bids are submitted.

*Section III. Bid Data Sheet*

**Bid Data Sheet**

|  |  |
| --- | --- |
| ITB Clause |  |
| 0 | The Procuring Entity is Bacolod Water District |
| 0 | The reference is/are:  Various Construction Materials |
|  | The Funding Source is  Landbank of the Philippines in the amount of Two Million Two Hundred Seventy Six Thousand One Hundred Twenty Pesos and Fifty Centavos Only (Php 2,276,120.50)  The name of the Project is:  Various Construction Materials |
|  | No further instructions. |
|  | No further instructions. |
|  | No further instructions. |
|  | The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause (a)(i), a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC. |
|  | No further instructions. |
|  | Subcontracting is not allowed |
|  | Not applicable. |
|  | No further instructions. |
|  |  |
| (j) | The statement of all ongoing and completed government and private contracts shall include all such contracts within five (5) years prior to the deadline for the submission and receipt of bids. |
|  |  |
|  | No further instructions. |
|  | The ABC is Two Million Two Hundred Seventy Six Thousand One Hundred Twenty Pesos and Fifty Centavos Only (Php 2,276,120.50). Any Bid with a financial proposal exceeding this amount shall not be accepted. |
|  | No incidental services are required. |
|  | No incidental services are required. |
|  | The Bid prices for Goods supplied from outside of the Philippines shall be quoted in the Philippine Pesos. |
|  | Not applicable. |
|  | Bids will be valid until the end of the contract. |
|  | The bid security shall be in the following amount:  1.Lot 1- The amount of Thirty One Thousand Three Hundred Forty Seven Pesos and Forty Four Centavos (Php 31,347.44) (2% of ABC), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;  Lot 2- The amount of Two Thousand Two Hundred Nine Pesos and Eight Centavos (Php 2,209.08) (2% of ABC), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;  Lot 3- The amount of Three Thousand Three Hundred Seven Pesos and Four Centavos (Php 3,307.04) (2% of ABC), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;  Lot 4- The amount of Eight Thousand Six Hundred Fifty Eight Pesos and Eighty Five Centavos (Php 8,658.85) (2% of ABC), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;  2.Lot 1- The amount of Seventy Eight Thousand Three Hundred Sixty Eight Pesos and Sixty Centavos (Php 78,368.6) (5% of ABC), if bid security is in Surety Bond;  Lot 2- The amount of Five Thousand Five Hundred Twenty Two Pesos and Seventy Centavos (Php 5,522.7) (5% of ABC), if bid security is in Surety Bond;  Lot 3- The amount of Eight Thousand Two Hundred Sixty Seven Pesos and Sixty Centavos (Php 8,267.6) (5% of ABC), if bid security is in Surety Bond;  Lot 4- The amount of Twenty One Thousand Six Hundred Forty Seven Pesos and Twelve Centavos (Php 21,647.12) (5% of ABC), if bid security is in Surety Bond; or  3.Any combination of the foregoing proportionate to the share of form with respect to total amount of security. |
|  | The bid security shall be valid until 120 days. |
|  | Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid. |
|  | The address for submission of bids is  The Bids and Awards Committee  Bacolod Water District  The deadline for Submission of Bids is  November 23, 2016 |
|  | No further instructions. |
|  | No further instructions. |
|  | No further instructions. |
|  | Bid modification is allowed. |
| 0 | No further instructions. |
|  | No further instructions. |
|  | Bidders have options to submit manually filed tax returns or tax returns file through the Electronic Filing and Payments System (EFPS).  NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission. |
|  | List licenses and permits relevant to the Project and the corresponding law requiring it. |
|  | List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity. |

Section IV. General Conditions of Contract

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### Definitions

* + 1. In this Contract, the following terms shall be interpreted as indicated:
       1. “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.
       2. “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
       3. “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.
       4. “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.
       5. “GCC” means the General Conditions of Contract contained in this Section.
       6. “SCC” means the Special Conditions of Contract.
       7. “The Procuring Entity” means the organization purchasing the Goods, as named in the [SCC](#scc1_1g).
       8. “The Procuring Entity’s country” is the Philippines.
       9. “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the [SCC](#scc1_1i).
       10. The “Funding Source” means the organization named in the [SCC](#scc1_1j).
       11. “The Project Site,” where applicable, means the place or places named in the [SCC](#scc1_1k).
       12. “Day” means calendar day.
       13. The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
       14. “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity 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.

### Corrupt, Fraudulent, Collusive, and Coercive Practices

* + 1. 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:
       1. defines, for the purposes of this provision, the terms set forth below as follows:
          1. "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.
          2. "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.
          3. “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.
          4. “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;
       2. 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. 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).

### 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.

### Governing Law and Language

* + 1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.
    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.

### Notices

* + 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](#scc5_1), which shall be effective when delivered and duly received or on the notice’s effective date, whichever is later.
    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](#scc5_1) for **GCC** Clause 5.1.

### Scope of Contract

* + 1. The GOODS and Related Services to be provided shall be as specified in Section VI. Schedule of Requirements.
    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](#scc6_2).

### Subcontracting

* + 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.
    2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

### Procuring Entity’s Responsibilities

* + 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.
    2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 6.

### Prices

Prices charged by the Supplier for Goods delivered and/orservices performed under thisContract 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, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the [SCC](#scc8_1).

### Payment

* + 1. Unless otherwise specified in the [SCC](#scc9_1)**,** payments shall be made only upon a certification by the Head of the Procuring Entity 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 Entityto cover the Supplier’s warranty obligations under this Contract as described in **GCC** Clause 17.
    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](#scc6_2) provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
    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.
    4. Unless otherwise specified in the [SCC](#scc9_4), the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

### Advance Payment

* + 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.
    2. For Goods supplied from abroad, ten percent (10%) of the Contract price shall be paid within sixty (60) calendar days from signing of the contract and upon submission of a claim and a bank guarantee issued by a licensed bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
    3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

### 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.

### Performance Security

* + 1. Unless otherwise specified in the [SCC](#scc11_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 **Error! Reference source not found.**.
    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.
    3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
    4. Unless otherwise specified in the [SCC](#scc11_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:
       1. There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
       2. TheSupplier has no pending claims for labor and materials filed against it; and
       3. Other terms specified in the [SCC](#scc13_4c).
    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.

### Use of Contract Documents and Information

* + 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.
    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.

### Standards

The Goodsprovided 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.

### Inspection and Tests

* + 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](#scc14_1)and [Section VII. Technical Specifications](#_Section_VII._Technical_Specificatio) 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.
    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.
    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.
    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.
    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.

### Warranty

* + 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 Entityprovides otherwise.
    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.
    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](#scc15_3). The obligation for the warranty shall be covered by, at the Supplier’s option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the [SCC](#scc15_3). The said amounts shall only be released after the lapse of the warranty periodspecified in the [SCC](#scc15_3); 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.
    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](#scc15_5) and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
    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.

### Delays in the Supplier’s Performance

* + 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.
    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.
    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.

### 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, a sum equivalent to the percentage specified in the [SCC](#scc17_1) of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the [SCC](#scc17_1). Once the maximum is reached, the Procuring Entity shall rescind the Contractpursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

### Settlement of Disputes

* + 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.
    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.
    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.
    4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the [SCC](#scc18_4).
    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.

### Liability of the Supplier

* + 1. Subject to additional provisions, if any, set forth in the [SCC](#scc21_1), the Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
    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 Entityshall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

### Force Majeure

* + 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 its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
    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 Contractor 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 Contractor.
    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*.

### Termination for Default

* + 1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
       1. 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 contact price;
       2. 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
       3. The Supplier fails to perform any other obligation under the Contract.
    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.
    3. In case the delay in the delivery of the Goodsand/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.

### 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.

### Termination for Convenience

* + 1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity 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.
    2. The Goodsthat 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 Goodsnot yet performed and/or ready for delivery, the Procuring Entity may elect:
       1. to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
       2. 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.
    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.

### Termination for Unlawful Acts

* + 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:
       1. Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause **Error! Reference source not found.**;
       2. Drawing up or using forged documents;
       3. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
       4. Any other act analogous to the foregoing.

### Procedures for Termination of Contracts

* + 1. The following provisions shall govern the procedures for termination of this Contract:
       1. 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;
       2. Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
          1. 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;
          2. the extent of termination, whether in whole or in part;
          3. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
          4. special instructions of the Procuring Entity, if any.
       3. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
       4. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity 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 Head of the Procuring Entity shall issue an order terminating this Contract;
       5. The Procuring Entity may, at anytime before receipt of the Supplier’s verified position paper to 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;
       6. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity 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;
       7. The Head of the Procuring Entity 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 Head of the Procuring Entity; and
       8. 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.

### 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.

### 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.

### 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

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| **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. |

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| --- | --- |
| **Special Conditions of Contract** | |
| **GCC Clause** |  |
| 1.1(g) | The Procuring Entity is *[insert name of Procuring Entity].* |
| 1.1(i) | The Supplier is *[to be inserted at the time of contract award].* |
| 1.1(j) | The Funding Source is:  *Select one of the following, delete the other:*  *If the Funding Source is the GOP:*The Government of the Philippines (GOP) through *[indicate source of funding and year]* in theamount of *[insert amount of funds].*  ***NOTE:*** *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.*  *If the Funding Source is a foreign government/foreign or international financing institution:*The *[indicate the name of the foreign government/foreign or international financing institution]* through *[indicate the Loan/Credit/Grant No.]* in the amount of *[insert amount of funds].* |
| 1.1(k) | The Project Site is *[insert full name and address of the delivery site]. For multiple sites state “*The Project sites are defined in Section VI. Schedule of Requirements*”]* |
| 5.1 | The Procuring Entity’s address for Notices is:*[Insert address including, name of contact, fax and telephone number]*  The Supplier’s address for Notices is:*[Insert address including, name of contact, fax and telephone number]* |
| 6.2 | *List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:*  **Delivery and Documents –**  For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:  *For foreign Suppliers, state “*The delivery terms applicable to the Contract are DDP delivered *[insert place of destination].* In accordance with INCOTERMS.”  *For domestic Suppliers, state “*The delivery terms applicable to this Contract are delivered *[insert place of destination].* 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 or by domestic Suppliers:*  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:   1. Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; 2. Original and four copies delivery receipt/note, railway receipt, or truck receipt; 3. Original Supplier’s factory inspection report; 4. Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; 5. Original and four copies of the certificate of origin (for imported Goods); 6. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; 7. Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and 8. Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.   *For Goods supplied from abroad (excluding domestic Suppliers):*  Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:   1. Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; 2. Original and four copies of the negotiable, clean shipped on board bill of lading marked “freight pre-paid” and five copies of the non-negotiable bill of lading ; 3. Original Supplier’s factory inspection report; 4. Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; 5. Original and four copies of the certificate of origin (for imported Goods); 6. Delivery receipt detailing number and description of items received signed by the Procuring Entity’s representative at the Project Site; 7. Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and 8. Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.   For purposes of this Clause the Procuring Entity’s Representative at the Project Site is *[insert name(s)].*  **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.*   1. performance or supervision of on-site assembly and/or start‑up of the supplied Goods; 2. furnishing of tools required for assembly and/or maintenance of the supplied Goods; 3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 4. 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 5. 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:  *Select appropriate requirements and delete the rest.*   1. 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 2. in the event of termination of production of the spare parts:    1. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and    2. 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 *[insert here the time period specified. If not used insert time period of three times the warranty period].*  Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months 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 be included in the Contract Price.  Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered *force majeure* in accordance with **GCC** Clause 22.  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.  **Patent Rights –**  The Supplier shall indemnify the Procuring Entity against all third‑party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. |
| 9 | *Select one, delete the other.*  *If the Funding Source is the GOP or WB, state the following:*  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-A.  *For contracts of more than twelve (12) months duration funded by the ADB or the JBIC, state the following:*  Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the following formula, to be computed starting the thirteenth (13th) month:    in which:  ΔP = adjustment amount payable to the Supplier.  P0 = Contract Price (base price).  a = fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.  b = estimated percentage of labor component in the Contract Price.  c = estimated percentage of material component in the Contract Price.  L0, L1 = labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.  M0, M1 = material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.  The coefficients a, b, and c shall be specified by the Procuring Entity in the Bidding Documents. The sum of the three coefficients should be one (1) in every application of the formula.  The Bidder shall indicate the source of the indices and the base date indices in its Bid.  Base date = start of the thirteenth month.  Date of adjustment = weeks prior to date of shipment (representing the mid-point of the period of manufacture).  The above price adjustment formula shall be invoked by either party subject to the following further conditions:  (a) Price adjustment will be applied only if the resulting increase or decrease is more than \_\_\_\_ percent of the Contract Price.  *[Two percent (2%) would be an acceptable percentage.]*  (b) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Procuring Entity will however be entitled to any decrease in the prices of the Goods and Services subject to adjustment.  (c) The total adjustment under this clause shall be subject to a ceiling of plus or minus percent of the Contract Price.  *[Ten percent (10%) would be an acceptable percentage.]*  (d) If the currency in which the Contract Price (P0) is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.  (e) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.  *If the Funding Source is a foreign government/foreign or international financing institution, maintain the GCC Clause and state “*No further instructions,*” orspecify the conditions for price adjustment and the corresponding provisions therefor, if any.* |
| 10.1 | *Select one and delete the other.*  *If the Funding Source is GOP, maintain the GCC Clause and state here:* No further instructions.  *If the Funding Source is ADB, JBIC, or WB, use the following clause:*  For Goods supplied from abroad:   1. **On Contract Signature**: Ten percent (10%) 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 the Bidding Documents. 2. **On Delivery:** Seventy percent (70%) 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](#scc6_2) provision on Delivery and Documents. 3. **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](#scc6_2) provision on Delivery and Documents.   *If the Funding Source is a foreign government/foreign or international financing institution, retain the GCC Clause and state “*No further instructions*”, or specify the requirements or conditions necessary prior to payment of contract.* |
| 10.4 | *Select one and delete the other.*  *If the Funding Source is GOP, maintain the GCC Clause and state here:* No further instructions.  *If the Funding Source is a foreign government/foreign or international financing institution, state the following:*  The currency(ies) of payment shall be *[insert currencies of payment].* |
| 13.1 | *Select one, delete the other.*  *If the Funding Source is GOP, maintain the GCC Clause and state here:* No further instructions.  *If the Funding Source is a foreign government/foreign or international financing institution, maintain the GCC Clause and state “*No further instructions*,”otherwise, specify the acceptableform(s) with the corresponding amount(s) of the performance security.* |
| 13.4 | *Select one, delete the other.*  *If the Funding Source is GOP, maintain the GCC Clause and state here:* No further instructions.  *If the Funding Source is ADB, use the following clause:*After delivery and acceptance of the Goods, the performance security shall be reduced to two percent (2%) of the Contract Price to cover the Supplier’s warranty obligations in accordance with **GCC** Clause 1. |
| 13.4(c) | *Specify additional conditions, if any, that must be met prior to the release of the performance security, otherwise, state “*No further instructions*”.* |
| 16.1 | The inspections and tests that will be conducted are:*[Insert the applicable inspections and tests, if none, state “*None*”].* |
| 17.3 | *Select one, delete the other.*  *If the Funding Source is GOP and the Goods pertain to Expendable Supplies:* Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.  *If the Funding Source is GOP and the Goods pertain to Non-expendable Supplies:* One (1) year after acceptance by the Procuring Entity of the delivered Goods.  *If a warranty period of longer than one year is required and the Funding Source is the ADB, JBIC, or WB, insert the following:*  In partial modification of the provisions, the warranty period shall \_\_\_\_\_ months from date of acceptance of the Goods or (\_\_\_\_\_) months from the date of shipment, whichever occurs earlier. |
| 17.4 and 17.5 | The period for correction of defects in the warranty period is *[insert number of days].* |
| 0 | The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.  The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity shall rescind the contract, without prejudice to other courses of action and remedies open to it. |
| 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.”  *If the Funding is ADB delete the above paragraph and insert the following:*  All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.  *If the Funding Source is a foreign government/foreign or international financing institution state the applicable rule on dispute settlement.* |
| 21.1 | *State here “*No additional provision*.” or, if the Consultant is a joint venture, “*All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.” |

# 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.

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| **Item Number** | **Description** | **Quantity** | **Total** | **Delivered, Weeks/Months** |
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# Section VII. Technical Specifications

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| **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**

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| **Item** | **Specification** | **Statement of Compliance**  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 **Error! Reference source not found.** and/or **GCC** Clause 2.1(a)(ii)*.* |
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# Section VIII. Bidding Forms

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| **Notes on the BiddingForms**  The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB** Clause **Error! Reference source not found.** 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 **Error! Reference source not found.**.  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 SecurityForm** 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 **Error! Reference source not found.** failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder’s disqualification. |

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[Bid Form 6](#_Toc242246054)

[Contract Agreement Form 6](#_Toc242246055)

[Omnibus Sworn Statement Error! Bookmark not defined.](#_Toc242246056)

[Bank Guarantee Form for Advance Payment Error! Bookmark not defined.](#_Toc242246057)

#### Bid Form

Date:

Invitation to Bid[[1]](#footnote-1) No:

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

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](#bds21_2)provision for **ITB** Clause **Error! Reference source not found.** 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:[[2]](#footnote-2)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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.

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

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause **Error! Reference source not found.** of the Bidding Documents.

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 Bid[[3]](#footnote-3) 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) |
|  |  |  |  |  |  |  |  |  |

**For Goods Offered From Within the Philippines**

Name of Bidder . Invitation to Bid[[4]](#footnote-4) Number . Page of .

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| Item | Description | Country of origin | Quantity | Unit price exw per item | Cost of local labor, raw material, and component2 | Total price exw per item  (cols. 4 x 5) | Unit prices per item final destination and unit price of other incidental services | Sales and other taxes payable per item if Contract is awarded | Total Price delivered Final Destination  (col 8 + 9) x 4 |
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#### 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 Bid Form and the Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Special Conditions of Contract; and

(f) the Entity’s Notification 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 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]*;

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

*If a sole proprietorship:* As the owner and sole proprietor of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

*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 and/or to represent the *[Name of Bidder]*in the bidding as shown in the attached*[state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificateissued by the corporation or the members of the joint venture)]*;

1. *[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;
2. 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;
3. *[Name of Bidder]*is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
4. ***Select one, delete the rest:***

*If a sole proprietorship:* I am 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;

1. *[Name of Bidder]* complies with existing labor laws and standards; and
2. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
   1. Carefully examine all of the Bidding Documents;
   2. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
   3. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
   4. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Representative/Authorized Signatory

BAC-BWD

Envelope 1/Form 2B/2016

AUTHORITY FOR CORPORATIONS

(For One-Time Bidding)

(Letterhead of Corporation)

AUTHORITY

To: Bids and Awards Committee on Goods and Services, BWD

Re: Authority of \_\_\_\_\_ to represent \_\_\_\_\_\_\_\_\_\_\_,

Inc. for the public bidding of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on

\_\_\_\_\_ \_\_\_\_\_\_\_\_\_, 2016

In accordance with the authority vested on me by the Board of Directors (Secretary’s certificate Form-2-A), I hereby appoint Mr./Ms. \_\_\_\_\_\_\_\_\_\_\_, (position), of \_\_\_\_\_\_\_\_\_\_\_\_\_, Inc. whose signature appears below to negotiate the terms and conditions of the above-captioned bidding, post/withdraw all kinds of bonds required in the bidding process in accordance with R.A. 9184, execute, sign and deliver all documents required by the BWD necessary to participate complete the bidding process, and to do all acts and things necessary to accomplish this authority.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of authorize representative of the corporation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc.

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President/General Manager

***FORMAT BOARD RESOLUTION SUPPORTING BID-SECURING DECLARATION OF CORPORATE BIDDERS]***

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) s.s.

**SECRETARY’S CERTIFICATE**

I, **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, of legal age, being the Corporate Secretary of *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_CORPORATION* (the “**CORPORATION**”), a corporation established and existing under and by virtue of Philippine laws, with offices at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, after being sworn in accordance with law do hereby certify that at the Regular/Special Meeting of the Board of Directors of the corporation held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, at which meeting a quorum was present and acted throughout, the following Resolution was unanimously passed and adopted*:*

RESOLVED, to hereby designate and authorize the following person/s as the corporation’s representative/s in any and all bidding proceedings conducted by the UNIVERSITY OF THE PHILIPPINES LOS BAÑOS and transactions relating thereto:

NAME POSITION/RANK

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

RESOLVED, FURTHER, to fully authorize the aforementioned corporate representative/s to make binding declarations, assurances, representations and commitments in behalf of the corporation, and to execute and submit document/s, statements and declarations for and in the corporation’s behalf, including Bid-Securing Declarations as a form of bid security, as may be deemed necessary or expedient by such representative/s under the circumstances.

RESOLVED, FINALLY, that the said corporate representatives shall be tasked with lawfully doing or causing to be done in behalf of the corporation all things necessary to give effect to this Resolution, and all such acts are so hereby ratified and confirmed as binding on the corporation

I further certify that the foregoing Resolution is outstanding and effective and has not been amended, repealed or superseded to date.

Signed this \_\_\_ day of \_\_\_\_\_\_, 20\_\_, in \_\_\_\_\_\_\_\_\_\_\_\_.

Corporate Secretary

SUBSCRIBED AND SWORN to before me this \_\_\_day of \_\_\_\_\_\_\_\_, 20\_\_, affiant exhibiting to me his/her government-issued ID: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **BILL OF QUANTITIES**   |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | |  | |  | |  | |  | |  | |  | |  | |  | | | **LOT 1** | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | | **TOTAL ABC 1,567,372.00** | |  | |  | |  | |  | |  | | | ITEM | | QTY | | UNIT | | DECRIPTION | | UNIT COST | | TOTAL COST | |  | |  | |  | | | 1 | | 30 | | pcs. | | 1/2" Thick Plywood | |  | |  | |  | |  | |  | | | 2 | | 8 | | boxes | | 4" Common Nails | |  | |  | |  | |  | |  | | | 3 | | 3 | | boxes | | 2-1/2" Common Nails | |  | |  | |  | |  | |  | | | 4 | | 1 | | box | | 1-1/2 Common Nails | |  | |  | |  | |  | |  | | | 5 | | 940 | | bags | | Portland Cement | |  | |  | |  | |  | |  | | | 6 | | 90 | | cu.m. | | 3/4 " Washed Gravel | |  | |  | |  | |  | |  | | | 7 | | 50 | | cu.m. | | Washed Sand | |  | |  | |  | |  | |  | | | 8 | | 137 | | pcs. | | 20mm Dia Deformed Bar | |  | |  | |  | |  | |  | | | 9 | | 401 | | pcs. | | 16mm Dia Deformed Bar | |  | |  | |  | |  | |  | | | 10 | | 456 | | pcs. | | 12mm Dia. 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Deformed Bar | |  | |  | |  | |  | |  | | | 12 | | 8 | | rolls | | #16 Tie Wire | |  | |  | |  | |  | |  | | | 13 | | 850 | | bags | | Premium Cement | |  | |  | |  | |  | |  | | | 14 | | 45 | | cu.m. | | Washed SAnd | |  | |  | |  | |  | |  | | | 15 | | 6000 | | pcs. | | 4" Thick CHB | |  | |  | |  | |  | |  | | | 16 | | 550 | | pcs. | | 6" Thick CHB | |  | |  | |  | |  | |  | | | 17 | | 1 | | roll | | #16 Tie Wire | |  | |  | |  | |  | |  | | | 18 | | 101 | | sq.m | | Aluminum Composite Panel | |  | |  | |  | |  | |  | | | 19 | | 75 | | pcs. | | 3/16" Thick Hardilite | |  | |  | |  | |  | |  | | | 20 | | 40 | | pcs. | | Powder Coated Wall Angle | |  | |  | |  | |  | |  | | | 21 | | 80 | | pcs. | | Powder Coated Main Tee Runner | |  | |  | |  | |  | |  | | | 22 | | 240 | | pcs. | | Powder Coated Cross Tee | |  | |  | |  | |  | |  | | | 23 | | 20 | | pcs. | | GI Single Furring | |  | |  | |  | |  | |  | | | 24 | | 10 | | pcs. | | Hardiflex Board | |  | |  | |  | |  | |  | | | 25 | | 17 | | pcs. | | 1-1/2" x 4" x 20' Metal Furring | |  | |  | |  | |  | |  | | | 26 | | 2 | | sets | | Wooden Swing Door for Low Partition | |  | |  | |  | |  | |  | | | 27 | | 15 | | pcs. | | 3" x 8' Wood Moulding | |  | |  | |  | |  | |  | | | 28 | | 15 | | pcs. | | 4" x 8' Wood Baseboard | |  | |  | |  | |  | |  | | | 29 | | 4 | | units | | .60mx2.10m CR Plastic Door | |  | |  | |  | |  | |  | | | 30 | | 9 | | sets | | Door Lock Knob branded | |  | |  | |  | |  | |  | | | 31 | | 15 | | pcs. | | Door Hinges branded | |  | |  | |  | |  | |  | | | 32 | | 4 | | kls | | 2-1/2 " Finishing Nails | |  | |  | |  | |  | |  | | | 33 | | 3 | | kls | | 2" Finishing Nails | |  | |  | |  | |  | |  | | | 34 | | 800 | | pcs. | | Hardiflex screw | |  | |  | |  | |  | |  | | | 35 | | 2 | | kls | | 1" Finishing Nails | |  | |  | |  | |  | |  | | | 36 | | 3 | | boxes | | Blind Rivets | |  | |  | |  | |  | |  | | | 37 | | 6 | | pcs. | | 2"x2"x1/4" Angle Bar | |  | |  | |  | |  | |  | | | 38 | | 13 | | pcs. | | 1-1/2"x1-1/2"x1/4" Angle Bar | |  | |  | |  | |  | |  | | | 39 | | 8 | | pcs. | | 2" Dia. Stainless Pipe | |  | |  | |  | |  | |  | | | 40 | | 24 | | pcs. | | 1" Dia. Stainless Pipe | |  | |  | |  | |  | |  | | | 41 | | 63 | | pcs. | | 1"x1"x1/4" Angle Bar | |  | |  | |  | |  | |  | | | 42 | | 4 | | pcs. | | .30m x .20m Steel Plate | |  | |  | |  | |  | |  | | | 43 | | 3 | | boxes | | Welding Rod ( 60-11) | |  | |  | |  | |  | |  | | | 44 | | 15 | | pcs. | | #26 x 7.90m R-Span Roofing (Eff.Width 1m) | |  | |  | |  | |  | |  | | | 45 | | 8 | | pcs. | | #26 x 8' Plain Color Sheet | |  | |  | |  | |  | |  | | | 46 | | 900 | | pcs. | | Texscrew | |  | |  | |  | |  | |  | | | 47 | | 350 | | pcs. | | Blind Rivets | |  | |  | |  | |  | |  | | | 48 | | 2 | | ltr | | Gutter Seal | |  | |  | |  | |  | |  | | | 49 | | 2 | | bot | | Touch-up Paint | |  | |  | |  | |  | |  | | | 50 | | 4 | | units | | Water Closet | |  | |  | |  | |  | |  | | | 51 | | 4 | | units | | Lavatory | |  | |  | |  | |  | |  | | | 52 | | 2 | | sets | | Shower Head | |  | |  | |  | |  | |  | | | 53 | | 4 | | pcs. | | Stainless Faucet | |  | |  | |  | |  | |  | | | 54 | | 2 | | pcs. | | Towel Holder | |  | |  | |  | |  | |  | | | 55 | | 4 | | pcs. | | Soap Holder | |  | |  | |  | |  | |  | | | 56 | | 4 | | pcs. | | Toilet Paper Holder | |  | |  | |  | |  | |  | | | 57 | | 26 | | pcs. | | 4" Dia. PVC Pipe S-1000 | |  | |  | |  | |  | |  | | | 58 | | 4 | | pcs. | | 4" Dia. PVC Tee | |  | |  | |  | |  | |  | | | 59 | | 9 | | pcs. | | 4" Dia. PVC Wye | |  | |  | |  | |  | |  | | | 60 | | 4 | | pcs. | | 6" Floor Drain Stainless cover | |  | |  | |  | |  | |  | | | 61 | | 4 | | pcs. | | 4" Dia. PVC P-Trap | |  | |  | |  | |  | |  | | | 62 | | 16 | | pcs. | | 4" Dia. PVC 90 Deg Elbow | |  | |  | |  | |  | |  | | | 63 | | 2 | | pcs. | | 4"x2" Dia. Reducer Elbow | |  | |  | |  | |  | |  | | | 64 | | 2 | | pcs. | | 4" Dia. 45 Deg. PVC Elbow | |  | |  | |  | |  | |  | | | 65 | | 3 | | pcs. | | 4"x2" Dia. PVC Reducer Wye | |  | |  | |  | |  | |  | | | 66 | | 7 | | pcs. | | 2" Dia. PVC Pipe S-1000 | |  | |  | |  | |  | |  | | | 67 | | 12 | | pcs. | | 4" Dia. PVC Coupling | |  | |  | |  | |  | |  | | | 68 | | 4 | | pcs. | | 2" Dia. PVC Tee | |  | |  | |  | |  | |  | | | 69 | | 4 | | pcs. | | 2" Dia. 90 Deg. PVC Elbow | |  | |  | |  | |  | |  | | | 70 | | 5 | | pcs. | | 2" Dia. 45 Deg. PVC Elbow | |  | |  | |  | |  | |  | | | 71 | | 1 | | qrt. | | Vulca Seal | |  | |  | |  | |  | |  | | | 72 | | 1 | | unit | | Panel Board w/ 11 Branches Circuit Breaker | |  | |  | |  | |  | |  | | | 73 | | 1 | | unit | | Electric Meter | |  | |  | |  | |  | |  | | | 74 | | 4 | | pcs. | | LED Flourescent Tube | |  | |  | |  | |  | |  | | | 75 | | 33 | | pcs. | | Ceiling Light Outlet or Socket | |  | |  | |  | |  | |  | | | 76 | | 8 | | sets | | Pinlight | |  | |  | |  | |  | |  | | | 77 | | 8 | | pcs. | | 20 Watts SL- Light Saver | |  | |  | |  | |  | |  | | | 78 | | 19 | | pcs. | | 18 Watts SL- Light Saver | |  | |  | |  | |  | |  | | | 79 | | 2 | | pcs. | | 9 Watts SL- Light Saver | |  | |  | |  | |  | |  | | | 80 | | 17 | | pcs. | | Duplex Convenience Outlet | |  | |  | |  | |  | |  | | | 81 | | 40 | | pcs. | | 2"x4" PVC Utility Box | |  | |  | |  | |  | |  | | | 82 | | 20 | | pcs. | | PVC Junction Box | |  | |  | |  | |  | |  | | | 83 | | 6 | | sets | | Single Pole Switch Branded | |  | |  | |  | |  | |  | | | 84 | | 2 | | sets | | Double Pole Switch Branded | |  | |  | |  | |  | |  | | | 85 | | 6 | | sets | | Triple Pole Switch Branded | |  | |  | |  | |  | |  | | | 86 | | 1 | | rolls | | #10 Stranded Electrical Wire | |  | |  | |  | |  | |  | | | 87 | | 5 | | rolls | | # 12 Stranded Electrical Wire | |  | |  | |  | |  | |  | | | 88 | | 5 | | rolls | | #14 Stranded Electrical Wire | |  | |  | |  | |  | |  | | | 89 | | 60 | | M | | #8 Stranded Electrical Wire | |  | |  | |  | |  | |  | | | 90 | | 3 | | rolls | | 1/2" Dia. Flexible Hose | |  | |  | |  | |  | |  | | | 91 | | 3 | | rolls | | 3/4" Dia. Flexible Hose | |  | |  | |  | |  | |  | | | 92 | | 6 | | rolls | | Electrical Tape (big) | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | | LOT 2 | |  | |  | | **TOTAL ABC 110,454.00** | |  | |  | |  | |  | |  | | | ITEM | | QTY | | UNIT | | DECRIPTION | | UNIT COST | | TOTAL COST | |  | |  | |  | | | 93 | | 1,115 | | pcs | | 40cm. X 40cm. Ceramic Tile | |  | |  | |  | |  | |  | | | 94 | | 130 | | pcs | | 30 cm. x 30cm. Ceramic Tile (Unglazed) | |  | |  | |  | |  | |  | | | 95 | | 150 | | pcs | | 30cm. X 30cm. Ceramic Tile (Unglazed for Steps) | |  | |  | |  | |  | |  | | | 96 | | 11 | | sq.m | | Stone Decorative Blocks | |  | |  | |  | |  | |  | | | 97 | | 420 | | pcs | | 30cm. X 30cm. Ceramic Tile | |  | |  | |  | |  | |  | | | 98 | | 40 | | bags | | Adhesive Cement | |  | |  | |  | |  | |  | | | 99 | | 45 | | bags | | ABC Grout | |  | |  | |  | |  | |  | | | 100 | | 43 | | pcs | | Tile trim | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | | **LOT 3** | |  | |  | | **TOTAL ABC 165,352.00** | |  | |  | |  | |  | |  | | | ITEM | | QTY | | UNIT | | DECRIPTION | | **UNIT COST** | | TOTAL COST | |  | |  | |  | | | 101 | | 100 | | gals | | Primer liquid Tile Paint | |  | |  | |  | |  | |  | | | 102 | | 50 | | gals | | Semi Gloss Liquid Tile paint | |  | |  | |  | |  | |  | | | 103 | | 50 | | gals | | Gloss Paint liquid Tile paint | |  | |  | |  | |  | |  | | | 104 | | 2 | | gals | | Epoxy Glue | |  | |  | |  | |  | |  | | | 105 | | 20 | | gals | | Cast | |  | |  | |  | |  | |  | | | 106 | | 14 | | gals | | Reducer | |  | |  | |  | |  | |  | | | 107 | | 12 | | gals | | Neutralizer | |  | |  | |  | |  | |  | | | 108 | | 10 | | pcs | | Roller | |  | |  | |  | |  | |  | | | 109 | | 3 | | doz | | #120 Sand Paper CM | |  | |  | |  | |  | |  | | | 110 | | 3 | | doz | | #100 Sand Paper CM | |  | |  | |  | |  | |  | | | 111 | | 6 | | pcs | | 2" Width Paint Brush | |  | |  | |  | |  | |  | | | 112 | | 4 | | pcs | | 1" Width Paint Brush | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | | **LOT 4** | |  | |  | | **TOTAL ABC 432,942.50** | |  | |  | |  | |  | |  | | | ITEM | | QTY | | UNIT | | DECRIPTION | | UNIT COST | | TOTAL COST | |  | |  | |  | | | 113 | | 37 | | sq.m | | Awning Window Bronze Glass/Powder Coated Frame | |  | |  | |  | |  | |  | | | 114 | | 2 | | sq.m | | Curtain Window Bronze Glass/Powder Coated Frame | |  | |  | |  | |  | |  | | | 115 | | 1 | | set | | Double Swing Analok Frame w/ Bronze Glass Door | |  | |  | |  | |  | |  | | | 116 | | 40 | | pcs | | 1-3/4" x 3" x 21' Analok Aluminum Frame | |  | |  | |  | |  | |  | | | 117 | | 8 | | sq.m | | Fixed Bronze Glass 1/4" Thick | |  | |  | |  | |  | |  | | |  | |  | |  | | Labor Cost | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | | - | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | | |  | |  | |  | |  | |  | |  | |  | |  | | | |  |  |  |
|  |  | | | | **TOTAL ABC 1,567,372.00** |  |  |
|  |  | | | | 3" x 8' Wood Moulding |  | - |
|  |  | | | | 4" x 8' Wood Baseboard |  | - |
|  |  | | | | .60mx2.10m CR Plastic Door |  | - |
|  |  | | | | Door Lock Knob branded |  | - |
|  |  | | | | Door Hinges branded |  | - |
|  |  | | | | 2-1/2 " Finishing Nails |  | - |
|  |  | | | | 2" Finishing Nails |  | - |
|  |  | | | | Hardiflex screw |  | - |
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|  |  | | | | **TOTAL ABC 165,352.00** |  |  |
|  |  | | | |  |  |  |
|  |  | | | | DECRIPTION | UNIT COST | TOTAL COST |
|  |  | | | | Primer liquid Tile Paint |  | - |
|  |  | | | | Semi Gloss Liquid Tile paint |  | - |
|  |  | | | | Gloss Paint liquid Tile paint |  | - |
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1. If ADB, JBIC and WB funded projects, use IFB. [↑](#footnote-ref-1)
2. Applicable only if the Funding Source is the ADB, JBIC or WB. [↑](#footnote-ref-2)
3. If ADB, JBIC and WB funded projects, use IFB. [↑](#footnote-ref-3)
4. If ADB, JBIC and WB funded projects, use IFB. [↑](#footnote-ref-4)