

Section IV. General Conditions of Contract

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1. Definitions

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

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

or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

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

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

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

5. Notices

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

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

6. Scope of Contract

- 6.1. The Goods and Related Services to be provided shall be as specified in Schedule of Requirements.
- 6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

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

9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.

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

10. Payment

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

11. Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:
- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount

valid until the Goods are delivered and in the form provided in Section IX. Bidding Forms.

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

12. Taxes and Duties

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

13. Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the SCC.

- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

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

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the

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

16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with

such attendance including, but not limited to, all traveling and board and lodging expenses.

- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

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

18. Delays in the Supplier's Performance

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

19. Liquidated Damages

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

20. Settlement of Disputes

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

arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

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

22. Force Majeure

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

23. Termination for Default

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

24. Termination for Insolvency

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

25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically

impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

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

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

26. Termination for Unlawful Acts

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

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

27. Procedures for Termination of Contracts

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

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

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

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause																																									
1.1(g)	The Procuring Entity is BASES CONVERSION AND DEVELOPMENT AUTHORITY																																								
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .																																								
1.1(j)	<p>The Funding Source is</p> <p>The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget in the amount not to exceed the following ABC's:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Qty.</th> <th style="text-align: center;">Unit Cost</th> <th style="text-align: center;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Barcode Printer</td> <td style="text-align: center;">2</td> <td style="text-align: right;">30,000.00</td> <td style="text-align: right;">60,000.00</td> </tr> <tr> <td style="text-align: center;">B</td> <td>Barcode Scanner</td> <td style="text-align: center;">1</td> <td style="text-align: right;">140,000.00</td> <td style="text-align: right;">140,000.00</td> </tr> <tr> <td style="text-align: center;">C</td> <td>1. Projector</td> <td style="text-align: center;">5</td> <td style="text-align: right;">70,000.00</td> <td style="text-align: right;">350,000.00</td> </tr> <tr> <td></td> <td>2. Short Throw Projector</td> <td style="text-align: center;">1</td> <td style="text-align: right;">70,000.00</td> <td style="text-align: right;">70,000.00</td> </tr> <tr> <td style="text-align: center;">D</td> <td>Wireless LAN Access Point</td> <td style="text-align: center;">4</td> <td style="text-align: right;">55,000.00</td> <td style="text-align: right;">220,000.00</td> </tr> <tr> <td style="text-align: center;">E</td> <td>Data Center UPS</td> <td style="text-align: center;">1</td> <td style="text-align: right;">900,000.00</td> <td style="text-align: right;">900,000.00</td> </tr> <tr> <td colspan="3"></td> <td style="text-align: right;">Total:</td> <td style="text-align: right;"><u>1,740,000.00</u></td> </tr> </tbody> </table>	Lot	Description	Qty.	Unit Cost	Total	A	Barcode Printer	2	30,000.00	60,000.00	B	Barcode Scanner	1	140,000.00	140,000.00	C	1. Projector	5	70,000.00	350,000.00		2. Short Throw Projector	1	70,000.00	70,000.00	D	Wireless LAN Access Point	4	55,000.00	220,000.00	E	Data Center UPS	1	900,000.00	900,000.00				Total:	<u>1,740,000.00</u>
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			Total:	<u>1,740,000.00</u>																																					
1.1(k)	The Project Site is at: BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st St. corner 2nd Avenue, Bonifacio Global City, Taguig City																																								
2.1	No further instructions.																																								
5.1	<p>The Procuring Entity's address for Notices is: BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. corner 2nd Avenue, Bonifacio Global City, Taguig City</p> <p>The Supplier's address for Notices is: _____</p>																																								
6.2	<p>The Contract shall be issued in the form of a Purchase Order (PO).</p> <p>Delivery of the GOODS shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements.</p>																																								
10.4	Payment to the Supplier shall be made in Philippine Peso.																																								
10.5	Payment using LC is not allowed.																																								
11.3	Maintain the GCC Clause.																																								
13.4(c)	No further instructions.																																								
16.1	None.																																								
17.3	<i>Please refer to the Technical Specifications.</i>																																								

17.4	Please see Technical Specifications on the details of service during warranty.
21.1	<i>If the Supplier is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity"</i>

Section VI. Schedule of Requirements

Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Barcode Printer	2		Within 10 - 60 calendar days from receipt of Purchase Order
2	Barcode Scanner	1		
3	Projector	5		
4	Short Throw Projector	1		
5	Wireless LAN Access Point	4		
6	Data Center UPS	1		

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

Section VII. Technical Specifications

- I. Terms of Reference / Approved Technical Specifications
- II. Technical Specifications Compliance Form

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

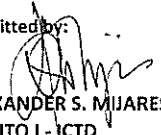
Lot	ITEMS	SPECIFICATIONS
A	2 units Barcode Printer	Barcode Printer
		• Laser print technology
		• Print Resolution: Black: 600 x 600 x 2 dpi
		• Standard Connectivity: Hi-speed 2.0 port, WiFi 802.11 b/g
		• Page Volume: 250 to 1,500 monthly
		• Media Sizes supported: Letter, Legal, Executive, postcards, envelopes
		• Media Types supported: Paper, envelopes, labels, cardstock, transparencies, postcards, checks
		• Input Capacity: 150-sheet input tray, Up to 160 sheets, Up to 15 envelopes
		• Output Capacity: 100-sheet face-down bin, 100 sheets, Up to 15 envelopes
		• Warranty: 1 year
• Complete documentation of all the components.		
B	1 unit Barcode Scanner	Barcode Scanner
		• CPU: Dual Core 1GHz OMAP 4 Processor
		• Microsoft Windows Embedded Handheld 6.5.3
		• Memory: 512 MB RAM/ 2GB Flash
		• Expansion: User accessible 32 GB SDHC card slot
		• Data Capture: Omnidirectional 1D/2D imaging engine
		• 28-, 43- and 53-key; Terminal Emulation (5250, 3270, VT)
		• Display: 3.7 in. VGA resolution; color
		• Power: Lithium-ion battery 2400 mAh
		• WLAN: WinCE/WEH: IEEE 802.11 a/b/g/n/d/h/i
		• Data Rate: 802.11a: up to 54 Mbps; 802.11b: up to 11 Mbps; 802.11g: up to 54 Mbps; 802.11n: up to 65 Mbps
		• Internal Antenna
		• Audio: High quality speaker, microphone and 2.5mm headset jack
		• Voice Directed Picking, Push-to-talk
		• All-touch Terminal Emulation
• Peripherals and accessories included		
• Warranty: 1 year		
C	5 units Projector	Projector
		• Resolution: WXGA
		• Brightness: White Light Output: 4,200 lumen -2,700 lumen eco Colour Light Output: 4,200 lumen -2,700 lumen eco
		• Contrast Ratio: 15,000:1
		• Projected Distance: Wide: 0.9 m (29 inch screen) Tele: 8.5 m (280 inch screen)
		• Image Size: 29 inches - 280 inches
		• Zoom: Digital - 1.6
		• Focal distance: 18.2 mm - 29.2 mm
		• Offset: 10 : 1
		• Connectivity: USB 2.0 Type A, USB 2.0 Type B, RS-232C, Ethernet interface (100 Base-TX / 10 Base-T) WLAN (optional), VGA In (2x), Composite In, RGB In (2x), RGB out, MHL, Stereo mini jack audio out, Stereo mini jack audio in (2x), HDMI (2x)
	• Warranty: Two (2) years on parts and services, 1 Year warranty on bulb or 1000 hours	
	• Complete with cables, manuals and documentations	
	1 Short Throw Projector	Short Throw Projector
		• Projection System: 3LCD, 3-chip technology
		• Zoom: 1 - 1.35 (Digital Zoom)
		• Screen Size: 39" to 116"
		• Projection Distance: 87" screen 0.91 m
		• Projection Lens: F Number: 1.60; Focal Length 6.4 mm
		• Offset: 9.51:1
		• Color Light Output: 3,400 Lumens; White Light Output: 3,400 Lumens
• Resolution: WXGA		
• Native Aspect Ratio: 16:10		
• Contrast Ratio: 16,000:1		
• Connectivity: Input: 1 x RCA, 1x S-Video, 2x Component, 2xD-sub 15-pin RGB, 1 x USB 2.0 type B USB Type A v.2.0, 1xUSB type B, 3x HDMI, 1x RCA audio, 2xStereo min jack, RS232C RJ45 x1 (100Mbps), Wireless; Output: D-sub 15 pin, Stereo mini jack x1 audio		
• PC Free Presentation: Photo / Motion JPEG		
• Colour Modes: Dynamic, Theatre		
• Warranty: Two (2) years on parts and services, 1 Year warranty on bulb or 1000 hours		
• Complete with carrying case, cables, manuals and documentations		

D	4 units Additional Wireless LAN Access Point	Wireless LAN Access Points (Ruckus ZoneFlex R700)		
		<ul style="list-style-type: none"> • Concurrent dual-band (5 GHz/2.4 GHz) support • Backward compatible with legacy 802.11 clients • 80 MHz channelization; 256-QAM modulation support; 1300 Mbps PHY rates at 5 GHz • Automatic interference avoidance, optimized for high-density environments • Space Time Block Coding for increased handset performance • Improved Maximum Ratio Combining (MRC) for best-in-class receive sensitivity • Low Density Parity Check (LDPC) for increased data throughput at all ranges • BeamFlex+ (PD-MRC) improves signal reception of mobile devices • Integrated smart antenna with over 3000 unique patterns for ultra-reliability • Unmatched Rx sensitivity down to -99 dBm • Either standalone or centrally managed • Integrated NAT and DHCP support • 2 Ethernet ports: (1) compatible with 802.3af Power over Ethernet (PoE) • Multicast IP video streaming support • Four software QoS queues per client station • Future support for advanced spectrum analysis • Up to 32 (2.4 GHz) and 16 (5 GHz) BSSIDs with unique QoS and security policies • Wall or ceiling mountable with unobtrusive design • Built in mounting options for fast and easy deployment • WPA-PSK (AES), 802.1X support for RADIUS and AD • Zero-IT and Dynamic PSK* • Admission control/load balancing* • Band steering and airtime fairness • Captive portal and guest accounts • SmartMesh Networking • High-end 802.11ac AP with BeamFlex+ • 1,300 Mbps (5GHz) 450 Mbps (2.4GHz) Maximum PHY rate • 512 Concurrent users • 3x3:3 Radio chains streams • 6dB BeamFlex gains • 15dB Maximum interference mitigation • With PoE Adapter each (10/100/1000 Mbps) <li style="padding-left: 20px;">* One (1) year warranty • With Secure Mounting Bracket each • Warranty (AP) One (1) year 		
		E	1 unit Data Center UPS	Data Center UPS
				<ul style="list-style-type: none"> 12kVA UPS, Tower, Scalable to 16kVA N+1, 220/230/240V with the following: <ul style="list-style-type: none"> • Two (2) units Rack Automatic Transfer Switch, 230 V Output, 8 x IEC 320 C13, 1 X IEC 320 C19 • Six (6) units Rack PDU, 16 A, 230 V, • One (1) unit Distribution Panel - Main: 100AT, 2P, 230V; Branches: 6 x 20AT, 3P, 230V, 10KAIC, QOB with Ground Busbar • One (1) unit ECB 100AT, 2P, 25 KAIC, 230V • Electrical Materials (cables, couplings, tapes, etc.) as needed. Scope: <ul style="list-style-type: none"> • Harnessing of power cables in the Data Center; • Installation, Configuration, Testing and Commissioning. • Electrical Lay-out for UPS input (Supply, Delivery and Install) • Electrical Lay-out for UPS output (Supply, Delivery and Install) • Supply, Delivery and Install of replacement breaker of UPS • Tagging of Electrical layout • Shall include electrical harnessing of the existing electrical lay-out to provide N+1 redundancy of the PDU's • Shall include works of equal load balancing of both old and new UPS. Warranty: 1 year <ul style="list-style-type: none"> • Technical assistance will be provided within 2 hours upon receipt of call; • Semi-annual check-up and maintenance of the major equipment such as UPS, etc., for the first year of ownership. Such services include standard cleaning, adjusting, inspection, calibration and testing procedures designed to ensure that the equipment stay in good working conditions as well as to reduce the possibility of equipment failure. It will be performed in accordance with the schedule mutually agreed upon by the representatives of both parties. • Provision of back-up unit will be provided if unit bogs down during the warranty period.


Note:

- 1 All specifications are minimum requirements. Proponents may propose equivalent or higher specifications.
- 2 Clones will not be accepted. Please propose globally-known brand.
- 3 Full replacement of defective unit should be 30 working days from receipt of notice. If full replacement is not yet possible, a service unit shall be provided by the supplier within 48 hours from receipt of notice of defective unit.
- 4 The obligation for the warranty shall be covered by Retention money in an amount equivalent to at least one percent (1%) of every progress payment.
The said amounts shall only be released after the lapse of the warranty period indicated per item of the TOR.

Submitted by:


ALEXANDER S. MIJARES
ITO I - ICTD

Noted by:


VIRGIL M. ALVAREZ
DM II - ICTD

Technical Specifications

Bidders must indicate whether the merchandise offered is "Compliant" or "Non-Compliant" to the corresponding specifications prescribed by BCDA using this form.

Lot	ITEMS	SPECIFICATIONS	Statement of Compliance	
			Compliant	Non-compliant
A	2 units Barcode Printer	Barcode Printer		
		• Laser print technology		
		• Print Resolution: Black: 600 x 600 x 2 dpi		
		• Standard Connectivity: Hi-speed 2.0 port, WiFi 802.11 b/g		
		• Page Volume: 250 to 1,500 monthly		
		• Media Sizes supported: Letter, Legal, Executive, postcards, envelopes		
		• Media Types supported: Paper, envelopes, labels, cardstock, transparencies, postcards, checks		
		• Input Capacity: 150-sheet input tray, Up to 160 sheets, Up to 15 envelopes		
		• Output Capacity: 100-sheet face-down bin, 100 sheets, Up to 15 envelopes		
		• Warranty: 1 year		
	• Complete documentation of all the components.			
B	1 unit Barcode Scanner	Barcode Scanner		
		• CPU: Dual Core 1GHz OMAP 4 Processor		
		• Microsoft Windows Embedded Handheld 6.5.3		
		• Memory: 512 MB RAM/ 2GB Flash		
		• Expansion: User accessible 32 GB SDHC card slot		
		• Data Capture: Omnidirectional 1D/2D imaging engine		
		• 2B-, 43- and 53-key; Terminal Emulation (525D, 3270, VT)		
		• Display: 3.7 In. VGA resolution; color		
		• Power: Lithium-ion battery 2400 mAh		
		• WLAN: WinCE/WEH: IEEE 802.11 a/b/g/n/d/h/i		
		• Data Rate: 802.11a: up to 54 Mbps; 802.11b: up to 11 Mbps; 802.11g: up to 54 Mbps; 802.11n: up to 65 Mbps		
		• Internal Antenna		
		• Audio: High quality speaker, microphone and 2.5mm headset jack		
		• Voice Directed Picking, Push-to-talk		
		• All-touch Terminal Emulation		
• Peripherals and accessories included				
• Warranty: 1 year				
C	5 units Projector	Projector		
		• Resolution: WXGA		
		• Brightness: White Light Output: 4,200 lumen -2,700 lumen eco Colour Light Output: 4,200 lumen -2,700 lumen eco		
		• Contrast Ratio: 15,000:1		
		• Projected Distance: Wide: 0.9 m (29 inch screen) Tele: 8.5 m (280 inch screen)		
		• Image Size: 29 inches - 280 inches		
		• Zoom: Digital - 1.6		
		• Focal distance: 18.2 mm - 29.2 mm		
		• Offset: 10 : 1		
		• Connectivity: USB 2.0 Type A, USB 2.0 Type B, RS-232C, Ethernet interface (100 Base-TX / 10 Base-T) WLAN (optional), VGA in (2x), Composite in, RGB in (2x), RGB out, MHL, Stereo mini jack audio out, Stereo mini jack audio in (2x), HDMI (2x)		
	• Warranty: Two (2) years on parts and services, 1 Year warranty on bulb or 1000 hours			
	• Complete with cables, manuals and documentations			
	1 Short Throw Projector	Short Throw Projector		
		• Projection System: 3LCD, 3-chip technology		
		• Zoom: 1 - 1.35 (Digital Zoom)		
		• Screen Size: 39" to 116"		
		• Projection Distance: 87" screen 0.91 m		
		• Projection Lens: F Number: 1.60; Focal Length 6.4 mm		
		• Offset: 9.51:-1		
		• Color Light Output: 3,400 Lumens; White Light Output: 3,400 Lumens		
• Resolution: WXGA				
• Native Aspect Ratio: 16:10				
• Contrast Ratio: 16,000:1				
• Connectivity: Input: 1 x RCA, 1x S-Video, 2x Component, 2xD-sub 15-pin RGB, 1 x USB 2.0 type B USB Type A v.2.0, 1xUSB type B, 1x HDMI, 1x RCA audio, 2xStereo min jack, RS232C RJ45 x1 (100Mbps), Wireless; Output: D-sub 15 pin, Stereo mini jack x1 audio				
• PC Free Presentation: Photo / Motion JPEG				
• Colour Modes: Dynamic, Theatre				
• Warranty: Two (2) years on parts and services, 1 Year warranty on bulb or 1000 hours				
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D	4 units Additional Wireless LAN Access Point	Wireless LAN Access Points (Ruckus ZoneFlex R700) <ul style="list-style-type: none"> • Concurrent dual-band (5 GHz/2.4 GHz) support • Backward compatible with legacy 802.11 clients • 80 MHz channelization; 256-QAM modulation support; 1300 Mbps PHY rates at 5 GHz • Automatic interference avoidance, optimized for high-density environments • Space Time Block Coding for increased handset performance • Improved Maximum Ratio Combining (MRC) for best-in-class receive sensitivity • Low Density Parity Check (LDPC) for increased data throughput at all ranges • BeamFlex+ (PD-MRC) improves signal reception of mobile devices • Integrated smart antenna with over 3000 unique patterns for ultra-reliability • Unmatched Rx sensitivity down to -99 dBm • Either standalone or centrally managed • Integrated NAT and DHCP support • 2 Ethernet ports: (1) compatible with 802.3af Power over Ethernet (PoE) • Multicast IP video streaming support • Four software QoS queues per client station • Future support for advanced spectrum analysis • Up to 32 (2.4 GHz) and 16 (5 GHz) BSSIDs with unique QoS and security policies • Wall or ceiling mountable with unobtrusive design • Built in mounting options for fast and easy deployment • WPA-PSK (AES), 802.1X support for RADIUS and AD • Zero-IT and Dynamic PSK* • Admission control/load balancing* • Band steering and airtime fairness • Captive portal and guest accounts • SmartMesh Networking • High-end 802.11ac AP with BeamFlex+ • 1,300 Mbps (5GHz) 450 Mbps (2.4GHz) Maximum PHY rate • 512 Concurrent users • 3x3:3 Radio chains streams • 6dB BeamFlex gains • 15dB Maximum interference mitigation • With PoE Adapter each (10/100/1000 Mbps) * One (1) year warranty • With Secure Mounting Bracket each • Warranty (AP) One (1) year 		
E	1 unit Data Center UPS	Data Center UPS <ul style="list-style-type: none"> 12kVA UPS, Tower, Scalable to 16kVA N+1, 220/230/240V with the following: <ul style="list-style-type: none"> • Two (2) units Rack Automatic Transfer Switch, 230 V Output, 8 x IEC 320 C13, 1 X IEC 320 C19 • Six (6) units Rack PDU, 16 A, 230 V, • One (1) unit Distribution Panel - Main: 100AT, 2P, 230V; Branches: 6 x 20AT, 3P, 230V, 10KAIC, QOB with Ground Busbar • One (1) unit ECB 100AT, 2P, 25 KAIC, 230V • Electrical Materials (cables, couplings, tapes, etc.) as needed. Scope: <ul style="list-style-type: none"> • Harnessing of power cables in the Data Center; • Installation, Configuration, Testing and Commissioning. • Electrical Lay-out for UPS input (Supply, Delivery and Install) • Electrical Lay-out for UPS output (Supply, Delivery and Install) • Supply, Delivery and Install of replacement breaker of UPS • Tagging of Electrical layout • Shall include electrical harnessing of the existing electrical lay-out to provide N+1 redundancy of the PDU's • Shall include works of equal load balancing of both old and new UPS. Warranty: 1 year <ul style="list-style-type: none"> • Technical assistance will be provided within 2 hours upon receipt of call; • Semi-annual check-up and maintenance of the major equipment such as UPS, etc., for the first year of ownership. Such services include standard cleaning, adjusting, inspection, calibration and testing procedures designed to ensure that the equipment stay in good working conditions as well as to reduce the possibility of equipment failure. It will be performed in accordance with the schedule mutually agreed upon by the representatives of both parties. • Provision of back-up unit will be provided if unit bogs down during the warranty period. 		

Note:

- 1 All specifications are minimum requirements. Proponents may propose equivalent or higher specifications.
- 2 Clones will not be accepted. Please propose globally-known brand.
- 3 Full replacement of defective unit should be 30 working days from receipt of notice. If full replacement is not yet possible, a service unit shall be provided by the supplier within 48 hours from receipt of notice of defective unit.
- 4 The obligation for the warranty shall be covered by Retention money in an amount equivalent to at least one percent (1%) of every progress payment.
The said amounts shall only be released after the lapse of the warranty period indicated per item of the TOR.

Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier



VIII. Checklist of Requirements for Bidders

Checklist of Requirements for Bidders

"EACH AND EVERY PAGE OF THE BID FORM, INCLUDING THE SCHEDULE OF PRICES, UNDER SECTION IX HEREOF, SHALL BE SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE/S OF THE BIDDER, AND PROPERLY TABBED AS FOLLOWS:"

ELIGIBILITY DOCUMENTS' ENVELOPE
--

- Tab A** PhilGEPS Certificate of Registration under Platinum Membership. *However, per GPPB Circular No. 07-2017, prospective bidders may opt to submit their PhilGEPS Certificate of Registration or their Class "A" Eligibility Documents, or a combination thereof, during the bid submission. The Platinum Membership remains as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.*
- Tab B** Notarized Omnibus Sworn Statement/Affidavit of the prospective bidder (of its background, affiliations, responsibilities as Bidder, authorizations, etc.) (*Section IX, Bidding Forms*)
- Tab C** Statement / List of all on-going, and completed government and private contracts, similar in nature to the contract/project subject of the bidding at hand, within at least the past **three (3) years** (September 2014 to September 2017) using the following forms and support documents:
- (FORM SF-GOOD-13a) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.
 - (FORM SF-GOOD-13b) Statement / List of at least one (1) **COMPLETED** government and/or private contracts (*Section IX, Bidding Forms*) similar in nature as the contract subject of bidding with a value of at least fifty (50%) of the Approved Budget for the Contract (ABC), supported with the following documents (in accordance to BDS Clause 5.4 of the BDS):
 1. Contract; **AND**
 2. Certificate of Completion or Official Receipt of last payment received
- Tab D** Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5 (*Section IX, Bidding Forms*)
- Tab E** Bid Security (use *Section IX, Bidding Forms* in case of Bid Securing Declaration)
- Tab F** Technical Specifications Compliance Form (Use the supplied Technical Specifications Compliance Form found in the Bid Documents under Section VII)

Tab G Schedule of Requirements (*use Section VI*) duly signed in every page by the principal bidder or the bidder's authorized representative

Tab H Valid Joint Venture Agreement (JVA) in case the joint venture is already in existence. In the absence of a JVA, 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 shall be included in the bid.

Additional documents for Joint Venture:

Further, each partner of the JV shall likewise submit the following requirements consistent with ITB Clause 12.1.(a)(i) and 12.1.(a)(ii):

- 12.1.(a)(i) Registration certificate from the Securities and Exchange Commission (SEC) for corporation, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for Cooperatives; and
- 12.1.(a)(ii) Valid Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.

Submission of the following documents consistent with ITB Clause 12.1.(a)(iii) to 12.1.(a)(v) by any of the joint venture partners constitute compliance:

- 12.1.(a)(iii) Statement of ongoing and completed government and/or private contracts within at least the past three (3) years following Tab C above
- 12.1.(a)(iv) Audited Financial Statements for 2016, stamped "Received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions; and
- 12.1.(a)(v) Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5.5. ;

FINANCIAL PROPOSAL ENVELOPE

The Financial Component shall contain the following:

Tab I Financial Bid Form (*use Section IX Bidding Forms*)

Section IX. Bidding Forms

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BID FORM	69
OMNIBUS SWORN STATEMENT	71
BID SECURING DECLARATION FORM	74
STATEMENT / LIST OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED	76
STATEMENT / LIST OF ALL GOVERNMENT & PRIVATE CONTRACTS COMPLETED WHICH ARE SIMILAR IN NATURE TO THE CONTRACT SUBJECT OF BIDDING	77
COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY (NFCC)	78

Bid Form

Date: _____
 Invitation to Bid¹ N^o: _____

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY
 2nd Floor Bonifacio Technology Center
 31st St., Cor. 2nd Ave., Bonifacio Global City
 Taguig City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *Bid for the Procurement of IT Equipment and Software 2017* in conformity with the said Bidding Documents for the following specifications:

ITEM(S)	TOTAL BID AMOUNT IN FIGURES	TOTAL AMOUNT IN WORDS

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

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

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

¹ If ADB, JICA and WB funded projects, use IFB.
² Applicable only if the Funding Source is the ADB, JICA or WB.

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 Calculated Bid or any Bid you may receive.

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

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

6. *Select one, delete the rest:*

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ___ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice

(A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION FORM

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

x-----x

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

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

I/We³, the undersigned, declare that:

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

³ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Standard Form Number: SF-GOOD-13a
 Revised on: July 28, 2004

Statement / List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
 Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
Total Cost								

Submitted by : _____
 Designation : _____ (Printed Name & Signature)
 Date : _____

Standard Form Number: SF-GOOD-13b
 Revised on: July 28, 2004

Statement / List of all Government & Private Contracts completed which are similar in nature to the contract subject of bidding, including Single Largest Completed Contract (SLCC)

Business Name : _____
 Business Address : _____

Name of Contract	d. Owner's Name e. Address f. Telephone Nos.	Nature of Work	Bidder's Role		d. Amount at Award e. Amount at Completion f. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract or Purchase Order; **AND**
- 2 Certificate of Acceptance or Official Receipt(s) of Last Payment

Submitted by : _____
 Designation : _____
 Date : _____
 (Printed Name & Signature)

Computation of Net Financial Contracting Capacity (NFCC) in accordance with ITB Clause 5

- A. Summary of the domestic bidder's assets and liabilities based on the latest Audited Financial Statements submitted to the Bureau of Internal Revenue (BIR).

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

K = 15

Submitted by:

Name of BIDDER'S AUTHORIZED REPRESENTATIVE

Signature of Authorized Representative

Date : _____

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

Section X. Schedule of Bidding Activities

PROCUREMENT of I.T. EQUIPMENT & SOFTWARE for 2017 (Re-Bidding)

SCHEDULE OF BIDDING ACTIVITIES*

No.	ACTIVITIES	DATE/SCHEDULE (2017)
1	Pre-Procurement Conference	October 12 @ 9:00 AM
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	October 16-22
3	Issuance of Bid Documents	October 16 - November 8
4	Pre-Bid Conference	October 23 @ 2:00 PM
5	Deadline for Request for Clarification, if any	October 27 @ 5:00 PM
6	Issuance of Bid Bulletin, if any	November 3
7	Deadline for Submission of the ff: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	November 8 @ 1:00 PM
8	Opening of the ff: <ul style="list-style-type: none"> • Eligibility Requirements • Financial Proposal 	November 8 @ 2:00 PM
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	November 9-15
10	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	November 16
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	November 17-21
12	Deliberation by BAC of the Results of Post qualification	November 22
13	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	November 23
14	Approval of BAC Resolution and Issuance of Notice of Award*	November 24
15	Contract Signing and Issuance of Notice to Proceed	November 30

**Subject to change*

Handwritten initials and marks: "gp", "A", "3", "w.m.", and a large signature.