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PHILIPPINE BIDDING DOCUMENTS

Republic of the Philippines

SUPPLY AND DELIVERY OF MATERIALS FOR REPAIR AND MAINTENANCE OF BUILDINGS AND OTHER STRUCTURES – NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS)

**First Edition
May 2025**

Preface

This Philippine Bidding Documents (PBD) for the Government of the Philippines (GoP) for the procurement of Goods through [*Competitive Bidding, Limited Source Bidding, Competitive Dialogue,¹ or Unsolicited Offer with Bid Matching²*] have been prepared by the GoP for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), and local government units (LGU) and autonomous regional government use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution³ in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009.

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

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

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Goods to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VIII. Philippine Bidding Document Related Forms where the information is useful for the Bidder. The following general directions should be observed when using the documents:

- a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.
- b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.
- c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section VIII. Philippine Bidding Document Related Forms since these provide important guidance to Bidders.

¹ For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.

² For Comparative or Competitive Bidding for Unsolicited Offer under Section 30.7 of IRR of RA No. 12009.

³ Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- d) The cover page should be modified as required to identify the Bidding Documents and date of issue.
- e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.
- f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy reference and completion, clauses from the PBD and SCC shall appear in bold type face on Section II. Instructions to Bidders and Section IV. General Conditions of Contract, respectively.



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PB 2026-G&S-06



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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

BDS – Bid Data Sheet.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA - Cooperative Development Authority.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

COS – Contract of Service.

CPI – Consumer Price Index.

DDP – Delivered Duty Paid.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

INCOTERMS – International Commercial Terms.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

JO – Job Order.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGU – Local Government Unit

LoC – Letter of Credit.

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective Bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR, Section 5[e]).

Contract – refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract Price - the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

Effective Date of the Contract – the date indicated in the contract. However, the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Framework Agreement – is a procurement strategy which shall be in the nature of an option contract between the Procuring Entity and the Bidder that stipulates the terms and conditions to be applied in subsequent contracts for the procurement of Goods, Infrastructure Projects, and Consulting Services with a single or multiple contractor, manufacturer, supplier, distributor, consultant, and service provider to expand the pool of prospective Bidders, take advantage of economies of scale, minimize the administrative burden of conducting separate procurement activities, and generate time and money savings. (IRR, Section 16.2).

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR, Section 5[n])

MARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

MEARB – refers to the award criteria in the procurement of Goods where the considerations for the award of contract are the eligibility of the bidder, and the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Online submission – pertains to the submission of the bid for Goods and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by its Bid. Supplier as used in these Bidding Documents may likewise refer to a manufacturer, distributor, contractor, or consultant, or service provider.

Verified Report - 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.

Section I. Invitation to Bid

Notes on the Invitation to Bid

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

- a) In line with the principle of transparency and competitiveness and to ensure the widest possible dissemination thereof, all invitations to bid shall be published continuously by the Procuring Entity for seven (7) calendar days on the PhilGEPS website, in any conspicuous place reserved for this purpose in the premises of the Procuring Entity, and in the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the Government Procurement Policy Board (GPPB), and the website prescribed by the foreign government/foreign or international financing institution, if applicable.
- b) For justifiable reasons, a Procuring Entity that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its Invitation to Bid, at least once, in a newspaper of general nationwide circulation;

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

- a) The availability of the Bidding Documents, which shall commence on the date the Invitation to Bid is first published and continue until the deadline for submission and receipt of bids;
- b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c) The deadline for the submission and receipt of bids from the last day of publication of the Invitation to Bid;
- d) The procurement strategy/ies (e.g. Life Cycle Assessment and Life Cycle Cost Analysis, Subcontracting, Pooled Procurement); and
- e) The bid award criterion/criteria (e.g., the application of a margin of preference in bid evaluation).

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



INVITATION TO BID FOR

SUPPLY AND DELIVERY OF MATERIALS FOR REPAIR AND MAINTENANCE OF BUILDINGS AND OTHER STRUCTURES – NEGOTIATED PROCUREMENT (TWO-FAILED BIDDINGS)

- 1) The **Southern Leyte State University – Main Campus**, through the **Internally Generated Fund 2026** intends to apply the sum of **Three Million Eight Hundred Seventy-Two Thousand Four Hundred Sixty-Five pesos only (₱3,872,465.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Supply and Delivery of Materials for Repair and Maintenance of Buildings and Other Structures – Negotiated Procurement (Two-Failed Biddings)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The **Southern Leyte State University – Main Campus** now invites bids for **Supply and Delivery of Materials for Repair and Maintenance of Buildings and Other Structures – Negotiated Procurement (Two-failed Biddings)**. Delivery of the Goods required is **45 calendar days**. Bidders should have completed, at least **five (5) years** from the date of submission and receipt of bids, contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- 3) Bidding will be conducted through competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the IRR of RA No. 12009.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 4) Interested Bidders may obtain further information from **Southern Leyte State University – Main Campus** and inspect the Bidding Documents at the address given below from 8:00 A.M. to 5:00 P.M.
- 5) A complete set of Bidding Documents may be acquired by interested Bidders on **June 25, 2026** from the address given below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱5,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents **either in cash or through SLSU SOGOD CAMP LBP Current Account No. 3322-1003-95** not later than the submission of their bids.

- 6) The **Southern Leyte State University – Main Campus** will hold a Pre-Bid Conference on **July 02, 2026 at 10:45 in the morning** at BAC Conference Room, 2nd Floor Administration Building, SLSU Sogod Campus and/or through video conferencing via

Microsoft Teams Link
<https://teams.microsoft.com/meet/48348446494293?p=7KePy4Hd0d84CVA7wq>,
which shall be open to prospective Bidders.

- 7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the office address indicated below on or before **July 14, 2026 at 9:00 in the morning**. Late bids shall not be accepted.
- 8) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 16.1.
- 9) Bid opening shall be on **July 14, 2026 at 10:45 in the morning** at BAC Conference Room, 2nd Floor Administration Building SLSU Sogod Campus and/or via Microsoft Teams Link
<https://teams.microsoft.com/meet/48120708314725?p=EhAdGJaw0Mu3TEWQxO>.
Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 10) No further instructions.
- 11) The Southern Leyte State University – Main Campus reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70⁴ of R.A. No. 12009, without incurring any liability to the affected Bidder or Bidders.
- 12) For further information, please refer to:

Reymark M. Cativo
BAC Secretariat
Brgy. San Roque Sogod, Southern Leyte 6606
09568601139
bac_sg@southernleytestateu.edu.ph

- 13) You may visit the following websites:

For downloading of Bidding Documents: www.southernleytestateu.edu.ph. or
www.philgeps.gov.ph

June 24, 2026

Sgd.
MARIE KHUL C. LANGUB, Ed.D., Ph.D.
BAC Chairperson

⁴ Reservation Clause

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected on Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail, information or requirements included in this Section.

Matters governing performance of the Supplier, payments under the contract, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. GCC and/or Section V. SCC. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, prudence must be exercised to avoid contradictions between clauses dealing with the same matter.

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A. General

1) Scope of Bid

- 1.1 The Procuring Entity, named in the **BDS** invites bids for the Project with Identification Number which shall be specified in the **BDS**.
- 1.2 The Project is composed of number of lots or items as provided in the **BDS**, the details of which are described in Section VII. Technical Specifications.

2) Source of Funds

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

3) Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1 Unless otherwise specified in the **BDS**, the Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
 - i) “corrupt practice” means an act by which officials in the public or private sectors improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3019.
 - ii) “fraudulent practice” means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which 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

- a) deliberately destroying, falsifying, altering or concealing of evidence material to administrative proceedings or investigation or making false statements to investigators in order to materially impede administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution relative to allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
- b) 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) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

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

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

4) **Conflict of Interest**

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

- a) A Bidder has controlling shareholders or beneficial owners in common with another Bidder;
- b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- c) A Bidder has the same legally authorized representative as that of another Bidder for purposes of this bid;

- d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process; This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project;
 - e) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
 - f) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2 All Bidding Documents shall be accompanied by an omnibus sworn statement of the Bidder that it is not related, by consanguinity or affinity up to the third level, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.
- 4.3 The Bidder shall also disclose the ultimate beneficial ownership of an entity. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relation to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:
- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
 - b) In the case of partnerships, to the partnership itself and its partners;
 - c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
 - d) A partnership, joint venture or consortium which is blacklisted or which has blacklisted member/s or partner/s, as well as a person or entity who is a member of a blacklisted joint venture or consortium, are, likewise not allowed to participate in any government procurement during the period of suspension or blacklisting; and
 - e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part of shall also be blacklisted.

5) Eligible Bidders

- 5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Goods, the following persons shall be eligible to participate in this bidding:
- a) Duly-licensed Filipino citizens or sole proprietorships;
 - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - d) Cooperatives duly organized under the laws of the Philippines; and
 - e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, further, that the primary purpose of each member of the JV must be similar to or related with the requirements of the project to be bid out.
- 5.2 Foreign Bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- a) When provided for under any treaty or international or executive agreement as provided in Section 4 of the IRR;
 - b) When the foreign supplier is a citizen, corporation, or association of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c) When the Goods sought to be procured are not available from local suppliers; or
 - d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3 GOCCs may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4 The Bidder must have completed, within a period of ten (10) years from the submission of the bid, unless a shorter period is indicated in the Invitation to Bid and **BDS**, a Single Largest Completed Contract (SLCC) that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices.

- 5.5 If the Procuring Entity determines that it is necessary to adopt a different SLCC requirement to ensure broader Bidder participation while establishing their technical capacity, it may allow Bidders to present a combination of contracts completed within the same period, provided their total value is at least fifty percent (50%) of the ABC, thus:
- a) The Bidder should have completed at least one (1) similar contract amounting to at least 25% of the ABC; and
 - b) The Bidder should have completed other contracts, whether similar or not, with an aggregate amount of at least 25% of the ABC.

For this purpose, the Procuring Entity may clarify in the **BDS** the definition or description of what it considers to be a similar project, which must be germane to the kind, class, or genus of goods or services to be procured, guided by the principle of proportionality and fit-for-purpose approach.

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

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

The values of the domestic Bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR not earlier than two (2) years prior to date of bid submission.

For purposes of computing the foreign Bidders' NFCC, the value of the current assets and current liabilities shall be based on their latest AFS prepared in accordance with International Financial Reporting Standards.

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

6) Bidder's Responsibilities

- 6.1 The Bidder or its duly authorized representative shall submit an omnibus sworn statement, in the form prescribed in Section VIII. Philippine Bidding Document Related Forms, as required in ITB Clause 12.1(viii).
- 6.2 Before submitting their bids, the Bidder is deemed to be knowledgeable with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.3 The Bidder undertook the following responsibilities:
 - a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Documents, its requirements, clauses, and provisions;

- b) Acknowledged 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;
- d) Complied with the responsibility to inquire, or secure the Supplemental Bid Bulletin(s) as provided under ITB Clause 10.4;
- e) Ensured that it is not “blacklisted” or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign or international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction with the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute, and perform any and all acts necessary to participate, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly-notarized Special Power of Attorney, Board, or Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR, in relation to other provisions of RA 3019;
- j) Complied with existing labor laws and standards, in the case of procurement of services. Moreover, the Bidder undertakes to:
 - i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or Collective Bargaining Agreement (CBA); or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers’ wages and wage-related benefits, the Bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of RA No. 12009, without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
 - ii) Comply with Occupational Safety and Health Standards (OSHS) and correct deficiencies, if any.

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

- iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work, and other benefits under prevailing national laws, rules and regulations; or CBA; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel, or representative of the government in relation to any procurement project or activity.
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents.
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of this Project; (ii) climatic conditions; (iii) transportation facilities; and (iv) other factors that may affect the cost, duration, and execution or implementation of this Project.
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin/s issued, are correct and consistent. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Entity.

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

6.4 Further, the Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

6.5 Furthermore, the Bidder should be aware that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7) **Origin of Goods**

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods other than those prohibited by a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN.

8) Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed twenty percent (20%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of this Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the Project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

B. Contents of Bidding Documents

9) Pre-Bid Conference

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid and other bidding documents in the PhilGEPS.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid. The Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective Bidders not later than five (5) days upon written request.
- 9.4 Decisions of the BAC amending any provision of the Bidding Documents shall be issued in writing through a Supplemental Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10) Clarification and Amendment of Bidding Documents

- 10.1 Prospective Bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the BAC of the Procuring Entity at the address or electronic mail indicated in

the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2 The BAC shall respond to the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3 Supplemental Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective Bidders, including those who have properly secured the Bidding Documents, to inquire and secure Supplemental Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental Bid Bulletin must be accordingly informed by the BAC and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

C. Preparation of Bids

11) Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign Bidder's country. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign Bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.9.2 of [the] IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

12) Documents Comprising the Bid: Technical and Financial Components

- 12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:
 - i) PhilGEPS Certificate of Registration (Platinum Membership);

- ii) Statement of SLCC;
- iii) NFCC Computation or committed Line of Credit (LoC);
- iv) 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;
- v) *[if applicable]* JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful;
- vi) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15;
- vii) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable;
- viii) Omnibus Sworn Statement; and
- ix) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

12.2 The second bid envelope shall contain the following financial documents:

- a) Bid Form which includes the Bid price;
- b) Price Schedules in accordance with ITB Clause 13.1; and
- c) *[if applicable]* Certificate of Domestic Preference, in accordance with ITB Clause 25.

12.3 Whenever necessary, modifications may be made to the foregoing components specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.

12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:

- a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the Procuring Entity, payment could be made upon the submission of bids.
- b) The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the Procuring Entity and that the estimates reflect the quality, supervision and risk, and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

- c) The Procuring Entity has trained cost estimators in estimating prices and analyzing bid variances.
- d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

13.1 The Bidder shall accomplish the Price Schedule Form as prescribed by the Procuring Entity, which may include the following details:

- a) For Goods offered from within the Philippines:
 - i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv) The price of other (incidental) services, if any, listed in the **BDS**.
- b) For Goods offered from abroad:
 - i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted Delivery Duty Paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii) The price of other (incidental) services, if any, listed in the **BDS**.
- c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations.

13.2 The Bidder shall accomplish the appropriate Price Schedule included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project. The Bidder shall fill in rates and prices for all items of the Goods described in the Price Schedule, which shall be presented and computed using up to two (2) decimal places, unless otherwise indicated in the **BDS**.

13.3 If the Instructions to Bidders specifically allow partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Price Schedule, shall be considered non-responsive and shall

be automatically disqualified. However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for.

The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

- 13.4 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.

14) Bid Currencies

- 14.1 Prices shall be quoted in the following currencies:

- a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Peso.
- b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the local or tradeable currency/ies accepted by the *Bangko Sentral ng Pilipinas* (BSP), as stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.⁵

- 14.2 If so allowed in accordance with ITB Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the amounts in various currencies in which the bid price is expressed to Philippine Peso at the foregoing exchange rates.

- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

- 15.1 Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

⁵ RA No. 8183, Act to assure uniform value of Philippine coin and currency

16) Bid Security

16.1 The Bidder shall at its option, submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

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

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.

16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the **BDS**, unless it has been extended. In case the Bidder is required to extend its bid validity, the Bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.

- 16.4 Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the Bid Security of the successful Bidder will be discharged, but in no case later than its validity period as indicated in the ITB Clause 16.2.
- 16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR.
- a) if a Bidder:
- i) Withdraws its bid during the period of bid validity specified in ITB Clause 15;
 - ii) Does not accept the correction of errors pursuant to ITB Clause 26.5(b) (arithmetical error);
 - iii) Has a finding against the veracity of any of the documents submitted as stated in ITB Clause 27.2;
 - iv) Submits eligibility requirements containing false information or falsified documents;
 - v) Submits bids that contain false information or falsified documents, or the concealment of such information in the bids to influence the outcome of eligibility screening or any other stage of the public bidding;
 - vi) Allows the use of one's name, or uses the name of another for purposes of public bidding;
 - vii) Refuses 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 Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), or Most Advantageous Responsive Bid (MARB);
 - viii) Refuses or fails to post the required performance security within the prescribed time;
 - ix) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - x) Has any documented attempt by a Bidder to unduly influence the outcome of the bidding in its favor; or
 - xi) Commits other acts that tend to defeat the purpose of the competitive bidding, Competitive Dialogue, Unsolicited Offer with Bid Matching and Limited Source Bidding, such as but not limited to habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

- b) If a winning Bidder:
 - i) Fails to sign the contract in accordance with ITB Clause 30;
 - ii) Fails to furnish performance security in accordance with ITB Clause 31; or
 - iii) Fails to enter into joint venture after the bid is declared successful, in the case of potential JV partners.

17) Format and Signing of Bids

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Philippine Bidding Document Related Forms on or before the deadline specified in ITB Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 12, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 17.2 Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 17.3 Each and every page of the Bid Form, including the Price Schedule, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18) Sealing and Marking of Bids

- 18.1 Bidders shall enclose their technical documents described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in another sealed envelope marked "FINANCIAL COMPONENT", sealing them all in an outer envelope marked "BID". Each Bidder shall submit **three (3) sets (1 originally signed, 2 certified copies)** of the first and second components of its Bid using any size paper and with properly labeled tabbing.
- 18.2 The Bid as indicated in the Bidding Documents shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 All envelopes shall:
 - a) contain the name of the contract to be bid in capital letters;
 - b) bear the name and address of the Bidder in capital letters;
 - c) be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;
 - d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1; and

- e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 19.
- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity’s BAC at the address indicated in the Invitation to bid, or through the e-bidding facility of the PhilGEPS on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder’s name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to their original bid, marked as a “modification,” thereof, 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.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a “modification” of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

- 21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009, and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.
- 21.4 Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to an offer made by a Bidder in addition or as a substitute to its original bid, which may be included as part of its original bid or submitted separately. A bid with options shall likewise be considered an Alternative Bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 21.5 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil, and administrative penalties that may be imposed upon the persons and entities concerned.

22) Opening and Preliminary Examination of Bids

- 22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted Bids and reschedule the opening of Bids on the next working day or at the soonest possible time, through the issuance of a notice of postponement to be posted on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Goods shall depend on the award criterion to be adopted as follows:
 - a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
 - b) For MARB, only the technical proposals shall be opened on the same day while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the Bidders who have met the highest technical score for Most Advantageous Bid (MAB) shall be opened.
- 22.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price

(per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 22.4 The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids, as read, and the minutes of the bid opening shall be made available to the public, upon written request and payment of a specified fee to recover the cost of materials.
- 22.5 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat, shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

23) Process to be Confidential

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in ITB Clause 24.
- 23.2 Any effort by a Bidder to influence the Procuring Entity in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the bid.

24) Clarification of Bids

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

25) Domestic Preference

- 25.1 The Procuring Entity shall give priority and preference to Philippine products and services. The preference and priority for Philippine products shall be guaranteed at all levels of the procurement process, including raw materials, ingredients, supplies, or fixtures.
- 25.2 For a period of ten (10) years from the effectivity of RA No. 11981 or the "*Tatak Pinoy* (Proudly Filipino) Act," and for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy, the Procuring Entity is mandated to award the contract to the domestic Bidder for Philippine products and services in sectors and economic activities covered by the prevailing *Tatak Pinoy* Strategy (TPS).

Domestic Bidder, for purposes of this provision, refers to any person or entity offering unmanufactured articles, materials, or supplies grown or produced in the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials,

or supplies that are or will be produced or manufactured in the Philippines, as the case may be.

- 25.3 After the said ten-year period, the domestic preference shall be subject to a margin of preference to be determined by the *Tatak Pinoy* Council which shall not be lower than fifteen percent (15%).
- 25.4 For products and services governed by the TPS, the domestic preference in procurement shall be in accordance with the IRR or guidelines issued for the *Tatak Pinoy Act*.
- 25.5 The Procuring Entity shall award the Project to the domestic Bidder if the bid is not more than twenty-five percent (25%) in excess of the lowest foreign bid. The margin of preference provided herein shall be subject to periodic review and adjustment by the GPPB, as may be necessary.
- 25.6 A Domestic Bidder can only claim preference if it secures from the appropriate agency a certification that the articles forming part of its bid are substantially composed of articles, materials, or supplies grown, produced, or manufactured in the Philippines.
- 25.7 The preference herein established may be waived should any of the following conditions be present as provided in the **BDS**:
 - a) Where domestic production is insufficient or unavailable in the required commercial quantities;
 - b) Where the specific or desired quality is not met;
 - c) Where domestic preference will result in inconsistencies with the Philippines' obligations under treaty or international or executive agreements; or
 - d) Other analogous circumstances.

26) Detailed Evaluation and Comparison of Bids

- 26.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Price Schedule.
- 26.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and MAB.
- 26.3 The award criterion shall be determined as follows:
 - a) For LCB
 - i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - ii) The ranking of the total bid prices as so calculated from the lowest to the highest, where the bid with the lowest price shall be identified as the LCB.

- b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the Most Economically Advantageous Bid (MEAB) using the following steps:
 - i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.
 - ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
 - iii) To further promote green public procurement, the sustainability of products, or materials with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the Bidders in descending order based on the combined numerical ratings of their quality and price proposals. The Bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
 - iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.
- c) For MAB
 - i) BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the Bidder with the highest technical rating.
 - ii) The second bid envelope of the Bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the Bidder will be disqualified.

26.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

26.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:

- a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the **BDS**, shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and

- b) Arithmetical corrections. The BAC shall apply arithmetical corrections on computational errors and omissions to enable proper comparison of all eligible bids. Bid corrections may also be considered if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 26.6 Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the LCB, MEAB, or MAB. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 26.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties, whichever is applicable, as 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.
- 26.8 If so indicated pursuant to ITB Clause 1.2, bids may be submitted for individual lots or for any combination thereof, provided that all bids and combinations of bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 26.5.
- 26.9 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each Bidder for each criterion shall not be considered in determining the average scores of the Bidders, except when the evaluation is conducted in a collegial manner.

27) Post-Qualification

- 27.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB as the case may be, complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 12.1, and 12.2. The Bidder, within five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.

- 27.2 Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award; Provided, That in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the Bid Security.
- 27.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 12.1 and 12.2, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 27.4 If the BAC determines that the Bidder with the LCB, MEAB, or MAB fails to meet the post-qualification criteria, it shall immediately notify the said Bidder in writing of its post-disqualification and the grounds for such determination.
- 27.5 Immediately after the BAC has notified the first Bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the Bidder with the second LCB, MEAB, or MAB. If the second Bidder passes the post-qualification and the request for reconsideration of the first Bidder has been denied, the second Bidder shall be post-qualified as the Bidder with the LCB, MEAB, or MAB.
- 27.6 If the second Bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the Bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, MARB, as the case may be, is determined for award, subject to the procedure of Notice and Execution of Award.
- 27.7 If the BAC determines that the Bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, Single Calculated Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Bid (SARB).
- 27.8 Within a period not exceeding ten (10) calendar days from the determination and declaration through a resolution by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be, and the recommendation of the award, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 27.9 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the Bidder.

28) Reservation Clause

28.1 Notwithstanding the eligibility or post-qualification of a Bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements.
- b) Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

28.2 Based on any of the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies, or tends to restrict, suppress or nullify competition or influences or tends to influence the bidding process;
- b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or
- c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially, or technically feasible as determined by the HoPE; (ii) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

29) Contract Award

29.1 Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

- 29.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as applicable and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 29.3 Within ten (10) calendar days from receipt by the winning Bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:
- a) Submission of the following documents:
 - i) Valid JVA, if applicable; or
 - ii) The SEC Certificate of Registration of the foreign corporation, if applicable.
 - b) Posting of the performance security in accordance with ITB Clause 31; and
 - c) Signing of the contract as provided in ITB Clause 30.
- 29.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

30) Signing of the Contract

- 30.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall (i) post the required performance security, sign and date the contract, and return it to the Procuring Entity.
- 30.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period, provided that all the documentary requirements are complied with.
- 30.3 The following documents shall form part of the contract:
- a) Contract Agreement;
 - b) Bidding Documents;
 - c) Winning Bidder's bid, including the technical and financial proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - d) Performance Security;
 - e) Notice of Award of Contract; and
 - f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31) Performance Security

- 31.1 To guarantee the faithful performance of its obligations under the contract, the winning Bidder shall post a performance security prior to the signing of the contract. Furthermore, the successful Bidder shall be required to update the performance security posted before the issuance of an amendment to order if any.
- 31.2 Sectors enumerated under Section 76.1⁶ of the IRR may be allowed to post a Performance Securing Declaration (PSD) as specified in the **BDS**.
- 31.3 The performance security shall be in any form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a. Cash or Cashier's or Manager's check issued by a bank. <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)
b. Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
ii. Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

⁶ Section 76.1 The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

- a) Farmers, as certified by the Department of Agriculture (DA);
- b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
- c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
- d) Solo parents as certified by the Department of Social Welfare and Development (DSWD);
- e) Microenterprises and social enterprises as certified by the MSMED Council;
- f) Startups, Spin-offs, and other forms of entity involved in Science, Technology, and Innovation (DOST), as may be applicable;
- g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
- h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

31.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

32) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

33) Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

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

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

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

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is Southern Leyte State University – Main Campus</p> <p>The Project title is Supply and Delivery of Materials for Repair and Maintenance of Buildings and Other Structures – Negotiated Procurement (Two-Failed Biddings).</p> <p>The identification number of the Contract is PB 2026-G&S-12.</p>
1.2	Not applicable.
2	<p>The Funding Source is:</p> <p style="padding-left: 40px;">2.1 The GoP through the source of funding as indicated below for IGF 2026 in the amount of ₱3,872,465.00.</p>
3.1	No further instructions.
5.2	Foreign Bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder's SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
5.5	Similar projects to the Procurement of Repairs and Maintenance Materials.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.4	Not Applicable.
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on July 02, 2026 at 10:45 in the morning at Conference Room, 2nd Floor Administration Building SLSU Sogod Campus and/or through video conferencing via Microsoft Teams Link</p> <p><u>https://teams.microsoft.com/meet/48348446494293?p=7KePy4Hd0d84CVA7wq</u></p>
10.1	<p>The Procuring Entity's address is:</p> <p>Brgy. San Roque Sogod, Southern Leyte Reymark M. Cativo, BAC Secretariat 09568601139 bac_sg@southernleytestateu.edu.ph www.southernleytestateu.edu.ph</p>
12.4	Any bid with a financial component exceeding the ABC per item shall not be accepted.
13.1(a)(iv)	No incidental services are required.

13.1(b)(i)	The price of the Goods shall be quoted DDP Southern Leyte Philippines, or the applicable INCOTERMS for this Project.
13.1(b)(ii)	No incidental services are required.
13.2	No further instructions.
14.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Peso.
14.3	Not applicable
15.1	Bids will be valid for 120 calendar days from bid opening.
16.1	<p>The Bid Security shall be in the form of a Bid Securing Declaration, or any of the following:</p> <ol style="list-style-type: none"> 1) The amount of not less than <u>77,449.30</u> [Insert 2% of ABC], if bid security is in cash; 2) The amount of not less than <u>77,449.30</u> [Insert 2% of ABC], if bid security is in cashier's check; 3) The amount of not less than <u>77,449.30</u> [Insert 2% of ABC], if bid security is in manager's check; 4) The amount of not less than <u>193,623.25</u> [Insert 5% of ABC] if bid security is in bank draft; 5) The amount of not less than <u>193,623.25</u> [Insert 5% of ABC] if bid security is in guarantee; 6) The amount of not less than <u>193,623.25</u> [insert 5% of ABC] if bid security is irrevocable LoC; or 7) The amount of not less than <u>193,623.25</u> [insert 5% of ABC] if bid security is Surety Bond.
16.2	The Bid Security shall be valid until November 11, 2026.
16.3	<p>In case of extension of bid validity and bid security validity period, Substitution of the bid security form is allowed. Bid Securing Declaration or the following forms may be used:</p> <ol style="list-style-type: none"> a) Cash or Cashier's or Manager's Check issued by a Bank. b) Bank draft/guarantee or irrevocable Letter of Credit issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local Bank, if issued by a foreign bank. c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

19	<p>The address for the submission of Bids is BAC Office SLSU Main Campus, San Roque Sogod Southern Leyte.</p> <p>The deadline for the submission of Bids is July 14, 2026 at 09:00 in the morning.</p>
22.1	<p>The place of the bid opening is BAC Conference Room, 2nd Floor Administration Building, SLSU Main Campus Sogod Southern Leyte.</p> <p>The date and time of bid opening is July 14, 2026 at 10:45 in the morning.</p>
22.2(a)	Lowest Calculated and Responsive Bid (LCRB)
22.2(b)	Not applicable.
25.7	No further instructions.
26.3(b)(i)	<p>The quality component shall be assessed on the basis of criteria with corresponding numerical weights, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:</p> <ul style="list-style-type: none"> a) Quality and technical merit, including technical competence and a credible track record; b) Aesthetic and functional design and characteristics; c) Approach and methodology; d) Accessibility; e) Tools and equipment; f) Social, environmental, economic, and innovative characteristics; g) Organization, qualification, and experience of employees or staff assigned to perform the contract; h) Ongoing contracts and work commitments; i) After-sales service and technical assistance; j) Delivery conditions, such as delivery period and delivery process; k) Disposal measures; or l) Other relevant criteria in relation to the subject Goods or Infrastructure Projects to be procured.
26.3(b)(iii)	Not applicable.
26.3(c)(i)	Not applicable.
26.5(a)	<p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p><i>All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</i></p>
26.5(b)	Arithmetical correction is not allowed.
26.6	No further instructions.
27.1	No additional requirements.
30.3(f)	No additional requirements.

31.2	Posting Performance Securing Declaration in lieu of performance security may be allowed in this Project.
31.3	<p>The Performance Security shall be in the form: <i>[choose one from any of the following:]</i></p> <ol style="list-style-type: none"> 1) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in cash; 2) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in cashier's check; 3) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i>, if performance security is in manager's check; 4) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is in bank draft; 5) The amount of not less than _____ <i>[Insert 5% of the total contract price]</i> if performance security is in guarantee; 6) The amount of not less than _____ <i>[insert 5% of the total contract price]</i> if performance security is irrevocable LoC. or 7) The amount of not less than _____ <i>[insert 30% of the total contract price]</i> if performance security is Surety Bond.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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1) General Terms

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

- a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.
- c) The "Funding Source" means the organization named in the **SCC**.
- d) "The Project Site" where applicable, means the place or places named in the **SCC**.

2) Corrupt, Fraudulent, Collusive, and Coercive Practices

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. Further the Funding Source, 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 ITB Clause 3.1(a).

3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

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 or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.
- 5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC**.

6) Scope of Contract

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

7) Subcontracting

- 7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.
- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
 - i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
 - ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.
 - b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;
 - c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;
 - d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;
 - e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

- f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:
 - i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and
 - ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

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 may 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 the Scope of Contract.

9) Prices

- 9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.
- 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, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

10) Advance Payment

- 10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:
 - a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a Procuring Entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;
 - b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and
 - c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within

sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

- a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. PBD Related Forms.
- b) Upon 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) Upon 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.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been 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 the Contract.

11.2 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 rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

12) Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit 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 Clauses 31.2 and 31.3.

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 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, 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, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. 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 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon 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. When no applicable standard is mentioned, the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

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, other than that specified under Item 16.3 below. 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 cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed 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 shall reject the Goods or any part thereof that fail 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. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

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 to the said test and/or inspection, 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 with 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 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:
- a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or
 - b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or
 - c) Other such amount, if so specified in the **SCC**.
- 17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; 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.
- 17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.
- 17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, 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 other applicable laws.

18) Delays in the Supplier's Performance

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the 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 23, the Procuring Entity shall evaluate the situation and, if warranted, 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 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

19) Liquidated Damages

- 19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed

goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

- 19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
- 19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

20) Settlement of Disputes

- 20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.

- 20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of ADR which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the other Party, 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.
- 20.5 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.
- 20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

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 repair or replacement of the defective Goods.

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when 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, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

23) Termination Due to Force Majeure

- 23.1 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 as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s 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.
- 23.2 The Procuring Entity may terminate this Contract and impose liquidated damages when, 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, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure*, provided that the Supplier's delay in performance or other failure to perform its obligations under this Contract is the result of a *force majeure*.
- 23.4 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, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate this Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;
- b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws, and government policies;
- c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or
- d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed 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 thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

- a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; 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) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, 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, collusive, and coercive practices as defined in ITB Clause 3.1;
- 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.

26) Procedures for Termination of Contracts

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

- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.
- b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:
 - i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds 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 the contract should not be terminated; and
 - iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

- c) **Show Cause** - 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 the 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 the contract.
- d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, 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.
- e) **Decision** - 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 the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of RA No. 12009.
- h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery 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 or ready for delivery, the Procuring Entity may elect:
 - i) To have any portion delivered or performed and paid at the contract terms and prices; or
 - ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is Southern Leyte State University – Main Campus .
1(b)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1(c)	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for Internally Generated Fund 2026 in the amount of ₱3,872,465.00.
1(d)	The Project Site is SLSU Main Campus Sogod Southern Leyte.
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: <i>SLSU-Main Campus Brgy. San Roque Sogod, Southern Leyte Reymark M. Cativo, BAC Secretariat 09568601139</i> The Supplier's address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i> .
5.2	No further instructions.
6.2	Delivery and Documents For purposes of this 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: <i>For Goods Supplied from Abroad, state "The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS." (DAP)</i> <i>For Goods Supplied from Within the Philippines, state "The delivery terms applicable to this Contract are delivered SLSU Sogod Southern Leyte. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."</i> 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: <i>For Goods supplied from within the Philippines:</i>

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

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

For goods supplied from abroad:

Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company 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 original documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- i) Supplier's invoice showing the goods' description, quantity, unit price, and total amount;
- ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading;
- iii) Supplier's factory inspection report;
- iv) Manufacturer's and/or Supplier's warranty certificate;
- v) Certificate of origin (for imported goods);
- vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- viii) 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 **Miguel M. Bidon, Supply Officer**.

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:

- a) performance or supervision of onsite assembly and/or startup of the supplied goods;
- b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

Spare Parts

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods for a period of 3 years.

Other spare parts and components shall be supplied as promptly as possible, but in any case within 12 months of placing the order.

Packaging

The Supplier shall meet packaging standards for goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination.

The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the goods' final destination and the potential absence of heavy handling facilities at all transit points.

The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, 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 Hazardous Chemical 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. Otherwise, the packaging list is to be placed outside the secondary packaging.

Insurance

The Supplier shall fully insure the goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract.

	<p>Transportation</p> <p>The Supplier shall arrange and pay for the delivery of the goods, with the cost included in the Contract Price. When required under this Contract to deliver the goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract.</p> <p>The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the goods to a specified place of destination within the Philippines, defined as the Project Site.</p> <p>The goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the goods were first ready for shipment to the actual date of shipment will be considered <i>force majeure</i> in accordance with GCC Clause 23.</p> <p>The Procuring Entity accepts no liability for the damage of goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of goods supplied from within the Philippines or supplied by domestic Suppliers, risk and ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights</p> <p>The Supplier shall indemnify the Procuring Entity against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof.</p>
10.3	Maintain the GCC Clause.
11.4	Not applicable
11.5	Payment using LoC is not allowed.
13.4(c)	No further instructions.
16.1	None
17.3	<i>If the goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered goods or after the goods are consumed, whichever is earlier.

	<p><i>If the goods pertain to Non-expendable Supplies: One (1) year after acceptance by the Procuring Entity of the delivered goods.</i></p> <p>The period for correction of defects in the warranty period is one (1) year.</p>
17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable.
21.1	No further instructions.

Section VI. Schedule of Requirements

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	Quantity	Unit	Total	Delivery Schedule
	CARPENTRY				Delivered within 45-calendar days upon receipt of Notice to Proceed
1	1/4" x4'x8' Marine Plywood	75	sheet		
2	3/4" x4'x8' Marine Plywood	50	sheet		
3	2"x2"x10' - S4S good lumber	100	pcs		
4	Roof Sealant	15	liters		
5	1/4" x4'x8' Fiber Cement Board	20	sheet		
6	Hardiflex Screw 3/4	1000	pcs		
7	Tekscrew #2 Full Thread	500	pcs		
8	Door Knob (Heavy Duty Round Type)	40	set		
9	Double Metal Furring 2"	50	length		
10	Single Metal Furring 1"	50	length		
11	Carrying Channel	30	length		
12	Wall Angle 1x1x4mm	10	length		
13	Wall Clip	100	pcs		
14	Reflectorized Traffic Paint (Yellow)	16	gals		
15	Reflectorized Traffic Paint (White)	16	gals		
16	Reflectorized Traffic Paint (Black)	10	gals		
17	Tinting Color Thalo Blue - Latex	10	cans		
18	Oil Tinting Color Thalo Blue	10	cans		
19	Epoxy Primer with Catalyst-Gray color	12	gals		
20	Paint Spray Gun	1	set		
21	Paint Thinner	8	gals		
22	Lacquer Thinner	8	gals		
23	Nylon Monoline #260 for Brush Cutter	60	kilos		
24	Hinges 3 1/2" x 4"	30	pairs		
25	Stair Nosing Brass 1 1/2"	12	length		
26	Acrytex Cast	4	gallon		
27	Acrytex Reducer	4	gallon		
28	Allen Wrench	1	set		
29	Angle Bar	12	piece		
30	Angle Grinder	2	piece		

31	Black Screw	6	box		
32	Cabinet Handle	35	piece		
33	Calciemade Powder	10	kilo		
34	Cancelled Hinges	25	piece		
35	Cancelled Hinges	25	piece		
36	Cancelled Hinges	25	piece		
37	Concrete Putty	5	gallon		
38	Cutting Disc	15	piece		
39	Cutting Disc (cut off wheel)	7	piece		
40	CWN	5	kilo		
41	CWN	5	kilo		
42	CWN	10	kilo		
43	Door Knob	20	piece		
44	Drill Bit	1	tube		
45	Fiber Cement Board	17	piece		
46	Fiber Cement Screw	500	piece		
47	Glass Cutter	5	piece		
48	Hardeflex	30	piece		
49	Hardeflex Screw	1800	piece		
50	Jalousie Blade	175	piece		
51	Liquid Tile Cast	5	gallon		
52	Lumber	40	piece		
53	Magnetic Catches	30	pair		
54	Marine Epoxy	17	liter		
55	Marine Plywood	30	sheets		
56	Marine Plywood	50	sheets		
57	Padlock	10	piece		
58	Plain Sheet	20	piece		
59	Plastic Molding	15	length		
60	Plastic Molding	10	length		
61	Plastic Molding	15	length		
62	Plastic Toks	10	box		
63	Plat Head Nails	15	kilo		
64	Pull-Push Rule	5	piece		
65	Riveter	3	piece		
66	Sand Paper	25	piece		
67	Sand Paper	25	piece		
68	Sand Paper	25	piece		
69	Silicon Sealant	30	tube		
70	Tex Screw Adoptor	5	piece		
71	Tinner Snip	2	unit		
72	Vulcaseal	20	Liter		
73	Wood Glue	30	kilo		
	TILE WORKS				
26	Cement 40 kg.	80	bags		
27	Fine sand	9	cu.m.		
28	0.60m x 0.60m (Polished Floor Tiles- White Color)	150	pcs		

29	0.60m x 0.60m (Unglazed Floor Tiles- Gray Color)	150	pcs		
30	Cutting Disc 4" (for concrete)	10	pcs		
31	Tile grout (2kls/bag) White	5	bag		
32	Tile grout (2kls/bag) Gray	5	bag		
33	Powerbond Acrylic Flooring Adhesive	20	gals		
	PLUMBING WORKS				
34	Air Compressor 1HP	1	unit		
35	PPR Pipe 3/4"Ø x 12'	15	length		
36	PPR Pipe 1"Ø x 12'	15	length		
37	PPR Elbow 3/4"Ø x 90°	50	pcs		
38	PPR Elbow 1/2"Ø x 90°	50	pcs		
39	PPR Male Adaptor 1/2"Ø x 3/4"Ø	20	pcs		
40	PPR Male Adaptor 1/2"Ø x 1"Ø	20	pcs		
41	PPR Male Adaptor 3/4"Ø x 1"Ø	20	pcs		
42	PPR Male Adaptor 3/4"Ø	20	pcs		
43	PPR Female Adaptor 3/4"Ø	20	pcs		
44	PPR Male Adaptor 1"Ø	20	pcs		
45	PPR Female Adaptor 1"Ø	20	pcs		
46	PPR Male Adaptor 1/2"Ø	20	pcs		
47	PPR Female Adaptor 1/2"Ø	20	pcs		
48	PPR union 3/4"Ø	15	pcs		
49	PPR union 1/2"Ø	14	pcs		
50	PPR Coupling Reducer 3/4"Ø x 1/2"Ø	15	pcs		
51	PPR Coupling Reducer 1/2"Ø x 1"Ø	15	pcs		
52	PPR Coupling Reducer 3/4"Ø x 1"Ø	15	pcs		
53	Faucet Bronze	30	pcs		
54	Flexible Hose 1/2 x 1/2 x 18	80	pcs		
55	Flexible Hose 1/4 x 1/4 x 18	80	pcs		
56	Angle Valve 1/2"x1/2"Ø	50	pcs		
57	Angle Valve 1/2"x1/4"Ø	50	pcs		
58	Teflon Tape 3/4 (10 meters)	100	roll		
59	Jet/Shallow Pump 1.5hp	1	unit		
60	PVC Pipe 2" Ø (S-1000)	25	pcs		
61	PVC Pipe 4" Ø (S-1000)	15	pcs		
62	PVC Coupling 2"Ø	15	pcs		
63	PVC Coupling 4"Ø	10	pcs		
64	PVC Elbow 2"Ø	20	pcs		
65	PVC Elbow 4"Ø	20	pcs		
66	PVC Tee Reducer 4"Ø x 2"Ø	20	pcs		

67	PVC WYE Reducer 4"Ø x 2" Ø	15	pcs		
68	PVC 45° Bend Elbow 2"Ø	15	pcs		
69	PVC 45° Bend Elbow 4"Ø	15	pcs		
70	PVC P-Trap 2"	15	pcs		
71	Solvent	15	pcs		
72	PVC Tee 2"Ø	15	pcs		
73	PVC Tee 4"Ø	10	pcs		
74	PVC WYE 2"Ø	20	pcs		
75	PVC WYE 4"Ø	10	pcs		
76	Adaptor	3	piece		
77	Angle Valve	7	piece		
78	Angle Valve	7	piece		
79	Ball valve	7	piece		
80	Ball valve	7	piece		
81	Ball valve	5	piece		
82	Duo Basket Strainer	15	piece		
83	Faucet	50	piece		
84	Faucet	20	piece		
85	Flapper Ball	20	piece		
86	Flexible Hose	15	piece		
87	Flexible Hose	7	piece		
88	Float Switch	10	piece		
89	Gasket Maker	7	tube		
90	Gate Valve	7	piece		
91	Gate Valve	7	piece		
92	Gate Valve	7	piece		
93	Gate Valve	7	piece		
94	GI Coupling	7	piece		
95	GI Coupling	15	piece		
96	GI Elbow	7	piece		
97	GI Elbow	7	piece		
98	GI Elbow	7	piece		
99	GI Nipple	15	piece		
100	GI Nipple	7	piece		
101	GI pipe	3	piece		
102	GI pipe	7	piece		
103	GI Plug	10	piece		
104	GI Plug	5	piece		
105	GI Plug	10	piece		
106	GI Straight Elbow	10	piece		
107	GI Straight Elbow	10	piece		
108	GI Tee	10	piece		
109	GI Tee	5	piece		
110	GI Tee	5	piece		
111	GI Union	10	piece		
112	Hacksaw Blade	15	piece		
113	Infiller	3	piece		

114	Magnetic Switch	7	piece		
115	PPR Ball Valve	7	piece		
116	PPR Ball Valve	15	piece		
117	PPR Ball Valve	15	piece		
118	PPR Coupling	10	piece		
119	PPR Coupling	20	piece		
120	PPR Coupling	10	piece		
121	PPR Elbow	20	piece		
122	PPR Elbow	20	piece		
123	PPR Female adaptor	10	piece		
124	PPR Female adaptor	20	piece		
125	PPR Female adaptor	10	piece		
126	PPR Gate Valve	20	piece		
127	PPR Gate Valve	20	piece		
128	PPR Male adaptor	10	piece		
129	PPR Male adaptor	10	piece		
130	PPR Male adaptor	10	piece		
131	PPR Pipe	15	piece		
132	PPR Pipe	10	piece		
133	PPR Pipe	10	piece		
134	PPR Pipe Cutter	1	piece		
135	PPR Tee	20	piece		
136	PPR Tee	10	piece		
137	PPR Union	5	piece		
138	PPR Union	10	piece		
139	PPR Union	5	piece		
140	Pressure Switch	10	piece		
141	PVC	20	piece		
142	PVC Bushing Reducer	20	piece		
143	PVC Coupling	20	piece		
144	PVC Coupling	10	piece		
145	PVC Elbow	30	piece		
146	PVC PIPE	20	piece		
147	PVC PIPE	15	piece		
148	PVC Plug	10	piece		
149	PVC Plug	10	piece		
150	PVC Reducer	20	piece		
151	PVC Reducer Tee	20	piece		
152	PVC Tee	20	piece		
153	Shaft Seal	5	piece		
154	solvent 400cc	15	piece		
155	Starter Capacitor	10	piece		
156	Swing Valve	10	piece		
157	Swing Valve	5	piece		
158	Tank Fittings	15	set		
159	Teflon Tape	100	roll		
160	toilet bowl	3	piece		
161	Vulcaseal	20	liter		

162	Water Stop	25	can		
163	welding rod	5	kilo		
	SCAFFOLDING				
164	G. I. Pipe 1 1/2Ø Sched. 20	30	length		
165	Swivel Clamp 1 1/2	100	pcs		
166	Double Coupler Fixed 1 1/2	100	pcs		
	ELECTRICAL WORKS				
167	THHN Stranded Wire # 3.5mm	1	box		
168	THHN Stranded Wire # 5.5mm	1	box		
169	PDX Duplex Solid Wire # 3.5mm PDX #12 (2.0mm)	35	meters		
170	PVC Moulding # 1/2	15	pcs		
171	LED Buld 9w	34	pcs		
172	LED T5 Tube Light 24w (4ft)	30	pcs		
173	Electrical Tape	30	pcs		
174	Circuit Breaker Surface Type (20amp)	10	pcs		
175	Circuit Breaker Surface Type (30amp)	10	pcs		
176	Outlet Plust Type (2 Gang)	15	pcs		
177	Outlet Plust Type (3 Gang)	15	pcs		
178	Coolant	5	pcs		
179	1-Gang No Neutral WIFI Smart Light Switch	15	piece		
180	2-Gang No Neutral WIFI Smart Light Switch	15	piece		
181	2-Gang Outlet Flush Type Universal	15	piece		
182	3-Gang No Neutral WIFI Smart Light Switch	15	piece		
183	3-Gang Outlet Flush Type Universal	15	piece		
184	AC Contactor ICIF 500A-M7AC220V 3Phase	1	unit		
185	ACU Outlet	10	set		
186	Aircon Tandem Outlet with Plate	15	piece		
187	Aluminum Din Rail	3	piece		
188	Angle Grinder	1	piece		
189	Auto wire	2	roll		
190	AWG Insulated Fork Spade U-Type Connector Electrical Crimp Terminal #22-16	100	piece		
191	Blended Mercury Lamp	5	piece		
192	Bolt-on Circuit Breaker	3	unit		

193	Cable Duct Management Raceway	5	unit		
194	Cable Tie	8	piece		
195	Chint MCB Circuit Breaker 2 Pole 10A	2	piece		
196	Circuit Breaker	15	piece		
197	COB LED Flood Light	3	set		
198	Contacto Relay	5	unit		
199	Convenience outlet Surface type 3 gang	15	piece		
200	Convenience outlet Surface type & float type	10	piece		
201	Cut-off Wheel	3	piece		
202	Daylight Essential Fluorescent Light	50	piece		
203	Diesel Engine Oil HD	20	liter		
204	Dynabolt	45	piece		
205	Electric Fan Thermal Fuse	69	piece		
206	Electrical Cable	10	piece		
207	Electrical Rubber Tape	5	meter		
208	Electrical Tape	50	roll		
209	Electrical Wire	5	roll		
210	Fan Capacitor	15	piece		
211	Flat Cord	4	roll		
212	Flexible Hose	1	piece		
213	Fluorescent Ballast	15	piece		
214	Fluorescent Lamp with Case Assembly & Ballast	25	set		
215	Fluorescent Starter	50	piece		
216	Fluorescent Tube	50	piece		
217	Gang Box	5	piece		
218	Grinding Disk	3	piece		
219	Hacksaw Blade	10	piece		
220	Halogen Bulb	13	piece		
221	Insolation Resistance Analog Tester	1	set		
222	Insulated Staple Wire	8	box		
223	LED Bulb Daylight	35	piece		
224	LED Ceiling Circular Lamp Day Light Flush Type	15	set		
225	LED Ceiling Lamps	15	set		
226	LED Ceiling Lamps	13	set		
227	LED Flood Lights	10	unit		
228	LED Flood Lights	15	unit		
229	LED Lights Driver	50	piece		
230	LED Panel Lights	8	set		
231	LED Panel Lights	25	set		
232	LED Panel Rectangle Type	15	set		

233	LED Panel Round Type Electronic Lamp	49	set		
234	LED Panel Square Type Electronic Lamp	25	set		
235	LED Panel Square Type Electronic Lamp	131	set		
236	LED Panel Square Type Electronic Lamp	75	set		
237	Machine Bolt	25	piece		
238	Male Plug	25	piece		
239	Metal Enclosure Electrical Box	1	piece		
240	Metal Halide Floodlight Tubular Type	5	set		
241	Metal Screw	250	piece		
242	Multi Range Analog Timer Relay AH3-NC	2	piece		
243	Orbit Fan Gear & Parts	10	piece		
244	Panel Lights	5	set		
245	PDX Wire	4	pair		
246	Photo switch	3	piece		
247	Pin Screw Insulator	25	piece		
248	Plastic Molding	25	length		
249	Plastic Tox	5	box		
250	Porcelain Spool Insulator	15	box		
251	Push Button	5	piece		
252	Push Button NC	5	piece		
253	PVC Clips	5	pack		
254	PVC Elbow	20	piece		
255	PVC PIPE	25	piece		
256	PVC Solvent	5	can		
257	Round Bar	5	length		
258	Round Bill	5	piece		
259	Royal Cord Wire	26	meter		
260	safety breaker	8	unit		
261	Single Switch Flush Type & Surface	40	set		
262	Soldering Lead	5	roll		
263	Solderless Cable U-Connector	15	piece		
264	Spaghetti Hose	10	piece		
265	Spool Insular	15	piece		
266	Square Box	10	pair		
267	Stainless screw flat head	77	piece		
268	T5 Electronic Fluorescent Lamp	25	set		
269	T5 Electronic Fluorescent Lamp	25	set		
270	T5 Electronic Fluorescent Lamp	30	set		

271	T5 Electronic Fluorescent Lamp	25	set		
272	Time-log renewable fuse	10	set		
273	Ultra Thin Panel Down Lights Square Led Ceiling Type	15	set		
274	Utility box	25	piece		
275	Wall Fan Gear	10	piece		
276	welding rod	10	kilo		
277	WIFI Smart Convenience Outlet	15	piece		
	SIGNAGES				
278	Luminous Toilet Signage	25	pcs		
279	Luminous Toilet Male Signage	25	pcs		
280	Luminous Toilet Female Signage	25	pcs		
281	CCTV Acrylic Signage	40	pcs		
	MASONRY				
282	Cement	20	sack		
283	Ceramic Tiles	50	piece		
284	CHB	200	piece		
285	Porcelain Tiles	20	piece		
286	Porcelain Tiles	20	piece		
287	Washed Sand	5	Cubic meter		
	PAINTING/ REPAINTING WORKS				
288	Acrytex Reducer	5	gallon		
289	Body Filler	7	liter		
290	Easy Tite Body Filler	7	liter		
291	Epoxy Primer	12	gallon		
292	Flat Latex	20	gallon		
293	Flatwall Enamel	20	gallon		
294	Lacquer Thinner	17	gallon		
295	Oil Tinting Color	10	can		
296	paint	13	gallon		
297	paint	20	gallon		
298	paint	20	gallon		
299	paint	20	gallon		
300	paint	13	gallon		
301	paint	15	gallon		
302	paint brush	15	piece		
303	paint brush	15	piece		
304	paint brush	15	piece		
305	paint brush	15	piece		
306	paint roller with handle	15	piece		
307	paint roller with handle	20	piece		
308	Quick Drying Enamel	12	gallon		

309	Quick Drying Enamel	17	gallon		
310	Quick Drying Enamel	12	gallon		
311	Roof Paint	7	pail		
312	Semi Gloss Enamel	7	piece		
	AIRCONDITIONING WORKS				
313	Acetylene Refill	2	piece		
314	Blower Motor	2	piece		
315	Blower Motor	2	piece		
316	Blower Motor	2	piece		
317	Bolt	100	piece		
318	Bolt	100	piece		
319	Cable Tie	30	piece		
320	Circuit Breaker w/ Cover Bolt-on	25	piece		
321	Compressor	1	unit		
322	Control Switch	3	piece		
323	Cylinder R-22	1	tank		
324	Cylinder R-32	1	tank		
325	Cylinder R-410A	1	tank		
326	Drill Bit	6	tube		
327	Drill Bit	6	tube		
328	Drill Bit	6	tube		
329	Dual Capacitor	10	piece		
330	Dual Capacitor	7	piece		
331	Dual Capacitor	7	piece		
332	Dual Capacitor	7	piece		
333	Dual Capacitor	4	piece		
334	Dual Capacitor	4	piece		
335	Dual Capacitor	4	piece		
336	Dual Capacitor	4	piece		
337	Dual Capacitor	4	piece		
338	Dual Capacitor	7	piece		
339	Electrical Tape	40	roll		
340	Emerson Copeland Scroll Compressor PH3	1	unit		
341	Fan Capacitor	7	piece		
342	Fan Capacitor	7	piece		
343	Fan Capacitor	7	piece		
344	Fan Capacitor	7	piece		
345	Fan Capacitor	7	piece		
346	Fan Capacitor	7	piece		
347	Fan Motor	2	unit		
348	Fan Motor	2	unit		
349	Fan Motor	2	unit		
350	Fan Motor	2	unit		
351	Filter Driers	7	piece		
352	Magnetic Contactor	7	piece		
353	Nut	16	piece		

354	Nut	16	piece		
355	Rotary Compressor	1	unit		
356	Rotary Compressor	1	unit		
357	Rotary Compressor	1	unit		
358	Rotary Compressor	1	unit		
359	Rotary Compressor	1	unit		
360	Silfus Rod	20	piece		
361	Single Capacitor	5	piece		
362	Single Capacitor	10	piece		
363	Single Capacitor	5	piece		
364	Single Capacitor	5	piece		
365	Single Capacitor	20	piece		
366	Single Capacitor	10	piece		
367	Single Capacitor	10	piece		
368	Single Capacitor	10	piece		
369	Single Capacitor	5	piece		
370	Single Capacitor	5	piece		
371	Switch	7	set		
372	THHN Wire Gauge	4	box		
373	THHN Wire Gauge	4	box		
374	THHN Wire Gauge	4	box		
375	Time Delay Timer	13	unit		
376	Tox Screw	100	piece		
377	Wire Harnesh for 5TR or 3TR Motor Compressor	15	set		
	TOTAL			3,872,465.00	

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

Prudence must be exercised 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 this 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 shall not be allowed except for reasons of technical compatibility, interoperability, servicing, maintenance, or preservation of supplier warranty in order to keep the performance, functionality, and useful life of the equipment, in which case, the Procuring Entity shall indicate the reasons or justifications for availing of the exception as

part of the Technical Specifications, Scope of Work, or Terms of Reference, as the case may be.

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

Item	Specification	Statement of Compliance
	CARPENTRY	<p>Bidders must state “Comply” or “Not Comply” for each specification and provide the corresponding performance parameters for offered equipment. Each response must be supported by a clear documentary support in the bid and properly cross-referenced. Acceptable evidence includes unaltered manufacturer sales brochures, official specification sheets, product samples, independent test results, and similar documents.</p> <p>Claims should be backed by documentary support. If the evidence contradicts the claim, the bid may be rejected. Any false statement—whether in the compliance form or supporting documents—found during evaluation, post-qualification, or contract implementation may be considered fraudulent in accordance with ITB Clause 3.1(a)(ii) and without prejudice to the imposition of appropriate administrative, civil, and criminal penalty in accordance with law.</p>
1	75 sheets Marine Plywood Technical Specifications: 1/4" x 4' x 8'	
2	50 sheets Marine Plywood Technical Specifications: 3/4" x 4' x 8'	
3	100 pcs S4S good lumber Technical Specifications: 2" x 2" x 10'	
4	15 liters Roof Sealant Technical Specifications: Elastomeric sealant, premium quality	
5	20 sheets Fiber Cement Board Technical Specifications: 1/4" x 4' x 8'	
6	1000 pcs Hardiflex Screw Technical Specifications: 3/4"	
7	500 pcs Tekscrew Technical Specifications: 2 1/2" Full Thread	
8	40 sets Door Knob Technical Specifications: Heavy Duty Round Type	
9	50 length Double Metal Furring Technical Specifications:	

	19mm x 50mm x 5m	
10	50 length Single Metal Furring Technical Specifications: 19mm x 25mm x 5m	
11	30 length Carrying Channel Technical Specifications: 12mm x 38mm x 5m	
12	10 length Wall Angle Technical Specifications: 25mm x 25mm x 3m	
13	100 pcs Wall Clip Technical Specifications: 50mm x 50mm	
14	16 gallons ReflectORIZED Traffic Paint Technical Specifications: Yellow, abrasion resistant	
15	16 gallons ReflectORIZED Traffic Paint Technical Specifications: White, abrasion resistant	
16	10 gallons ReflectORIZED Traffic Paint Technical Specifications: Black, abrasion resistant	
17	10 cans Tinting Color Thalo Technical Specifications: Thalo Blue, latex	
18	10 cans Oil Tinting Color Thalo Technical Specifications: Thalo Blue, enamel	
19	12 gallons Epoxy Primer with Catalyst Technical Specifications:	

	Gray color	
20	<p>1 set Paint Spray Gun</p> <p>Technical Specifications: Inclusions: 1 pc Paint Spray Gun Type of feed: Gravity Standard Nozzle: Ø 1.5mm Operating pressure: 3.0 - 4.0 bar Capacity: 1000cc</p> <p>1 pc Washing Spray Gun Operating Pressure: 3.0 – 5.0 bar Capacity: 900cc</p> <p>1 pc Tire Inflator Max Pressure: 7bar</p> <p>1 pc Blow Gun</p> <p>1 pc 5m Air Hose</p>	
21	<p>8 gallons Paint Thinner</p> <p>Technical Specifications: 3 liters per gallon</p>	
22	<p>8 gallons Lacquer Thinner</p> <p>Technical Specifications: 3 liters per gallon</p>	
23	<p>60 kgs Nylon Monoline</p> <p>Technical Specifications: #260 for Brush Cutter</p>	
24	<p>30 pairs Hinges</p> <p>Technical Specifications: 3” x 3”</p>	
25	<p>12 length Stair Nosing Brass</p> <p>Technical Specifications: 1 1/2" x 10ft</p>	
26	<p>4 gallon Acrytex Cast</p>	

	Technical Specifications: Acrytex Cast B-1711	
27	4 gallon Acrytex Reducer Technical Specifications: Acrytex Reducer B-1750	
28	1 set Allen Wrench Technical Specifications: set	
29	12 piece Angle Bar Technical Specifications: 1 ½ x 1 ½ x ¼	
30	2 piece Angle Grinder Technical Specifications: 220-240v 710w	
31	6 box Black Screw Technical Specifications: #2 (400pcs/box)	
32	35 piece Cabinet Handle Technical Specifications: Heavy Duty	
33	10 bags Calciumade Powder Technical Specifications: 20 kgs per bag	
34	25 piece Cancelled Hinges Technical Specifications: #1	
35	25 piece Cancelled Hinges Technical Specifications: #2	
36	25 piece Cancelled Hinges	

	Technical Specifications: #3	
37	5 gallon Concrete Putty Technical Specifications: 4 liter per gallon	
38	15 piece Cutting Disc Technical Specifications: 115 x 1.0 x 22.23m	
39	7 piece Cutting Disc (cut off wheel) Technical Specifications: 14 inches / 355m x 3mm	
40	5 kilo CWN Technical Specifications: 1.5	
41	5 kilo CWN Technical Specifications: 2	
42	10 kilo CWN Technical Specifications: 2.5	
43	20 piece Door Knob Technical Specifications: Heavy Duty	
44	1 tube Drill Bit Technical Specifications: Steel/Metal Drill Bit (Dormer)	
45	17 piece Fiber Cement Board Technical Specifications: Fiber Cement Board # ¼	
46	500 piece Fiber Cement Screw Technical Specifications:	

	$\frac{3}{4}$ ”	
47	5 piece Glass Cutter Technical Specifications: Heavy Duty	
48	30 piece Hardeflex Technical Specifications: # $\frac{1}{4}$	
49	1800 piece Hardeflex Screw Technical Specifications: $\frac{3}{4}$ ” x 500pcs/box	
50	175 piece Jalousie Blade Technical Specifications: 6mm x 10cm x 85cm	
51	5 gallon Liquid Tile Cast Technical Specifications: 4 liters/gallon	
52	40 piece Lumber Technical Specifications: 2” x 3” x 12”	
53	30 piece Magnetic Catches Technical Specifications: Heavy Duty	
54	17 liter Marine Epoxy Technical Specifications: 4 liters/gallon Set (AB)	
55	30 sheets Marine Plywood Technical Specifications: $\frac{3}{4}$	
56	50 sheets Marine Plywood Technical Specifications: $\frac{1}{4}$	

57	10 piece Padlock Technical Specifications: assorted sizes	
58	20 piece Plain Sheet Technical Specifications: 4" x 32" x 8"	
59	15 length Plastic Molding Technical Specifications: 1"	
60	10 length Plastic Molding Technical Specifications: $\frac{3}{4}$ "	
61	15 length Plastic Molding Technical Specifications: 2"	
62	10 box Plastic Toks Technical Specifications: # $\frac{1}{4}$ (60pcs/box) $\frac{1}{4}$, 6, 8, 10	
63	15 kilo Plat Head Nails Technical Specifications: 1.5	
64	5 piece Pull-Push Rule Technical Specifications: 5 meters	
65	3 piece Riveter Technical Specifications: Heavy Duty	
66	25 piece Sand Paper Technical Specifications: #1000	

67	25 piece Sand Paper Technical Specifications: #120	
68	25 piece Sand Paper Technical Specifications: #80	
69	30 tube Silicon Sealant Technical Specifications: 300g/tube	
70	5 piece Tex Screw Adoptor Technical Specifications: 8mm x 65mm	
71	2 unit Tinner Snip Technical Specifications: 12"	
72	20 liter Vulca Seal Technical Specifications: 1 liter/can	
73	30 Gallon Wood Glue Technical Specifications: 4kg/gallon	
	TILE WORKS	
26	80 bags Cement Technical Specifications: 40kgs, portland cement, type 1	
27	9 cu.m. Fine Sand Technical Specifications:	
28	150 pcs Polished Floor Tiles Technical Specifications: 0.60m x 0.60m, White Color	

29	150 pcs Unglazed Floor Tiles Technical Specifications: 0.60m x 0.60m, Gray Color	
30	10 pcs Cutting Disc Technical Specifications: 4" (for concrete)	
31	5 bags Tile grout Technical Specifications: (2kls/bag) White	
32	5 bags Tile grout Technical Specifications: (2kls/bag) Gray	
33	20 gallons Powerbond Acrylic Flooring Adhesive Technical Specifications: Water based, water resistant	
	PLUMBING WORKS	
34	1 unit Air Compressor Technical Specifications: 1HP	
35	15 length PPR Pipe Technical Specifications: 3/4"Ø x 12', Hot and Cold	
36	15 length PPR Pipe Technical Specifications: 1"Ø x 12'	
37	50 pcs PPR Elbow Technical Specifications: 3/4"Ø x 90°	
38	50 pcs PPR Elbow	

	Technical Specifications: 1/2"Ø x 90°	
39	20 pcs PPR Male Adaptor Technical Specifications: 1/2"Ø x 3/4"Ø	
40	20 pcs PPR Male Adaptor Technical Specifications: 1/2"Ø x 1"Ø	
41	20 pcs PPR Male Adaptor Technical Specifications: 3/4"Ø x 1"Ø	
42	20 pcs PPR Male Adaptor Technical Specifications: 3/4"Ø	
43	20 pcs PPR Female Adaptor Technical Specifications: 3/4"Ø	
44	20 pcs PPR Male Adaptor Technical Specifications: 1"Ø	
45	20 pcs PPR Female Adaptor Technical Specifications: 1"Ø	
46	20 pcs PPR Male Adaptor Technical Specifications: 1/2"Ø	
47	20 pcs PPR Female Adaptor Technical Specifications: 1/2"Ø	
48	15 pcs PPR union	

	Technical Specifications: 3/4"Ø	
49	14 pcs PPR union Technical Specifications: 1/2"Ø	
50	15 pcs PPR Coupling Reducer Technical Specifications: 3/4"Ø x 1/2"Ø	
51	15 pcs PPR Coupling Reducer Technical Specifications: 1/2"Ø x 1"Ø	
52	15 pcs PPR Coupling Reducer Technical Specifications: 3/4"Ø x 1"Ø	
53	30 pcs Faucet Bronze Technical Specifications: U.S.	
54	80 pcs Flexible Hose Technical Specifications: 1/2 x 1/2 x 18	
55	80 pcs Flexible Hose Technical Specifications: 1/4 x 1/4 x 18	
56	50 pcs Angle Valve Technical Specifications: 1/2" x 1/2"Ø	
57	50 pcs Angle Valve Technical Specifications: 1/2"x1/4"Ø	
58	100 rolls Teflon Tape	

	Technical Specifications: 3/4 (10 meters)	
59	1 unit Jet/Shallow Pump Technical Specifications: 1.5 HP, U.S.	
60	25 pcs PVC Pipe Technical Specifications: 2" Ø (S-1000)	
61	15 pcs PVC Pipe Technical Specifications: 4" Ø (S-1000)	
62	15 pcs PVC Coupling Technical Specifications: 2"Ø	
63	10 pcs PVC Coupling Technical Specifications: 4"Ø	
64	20 pcs PVC Elbow Technical Specifications: 2"Ø	
65	20 pcs PVC Elbow Technical Specifications: 4"Ø	
66	20 pcs PVC Tee Reducer Technical Specifications: 4"Ø x 2" Ø	
67	15 pcs PVC WYE Reducer Technical Specifications: 4"Ø x 2" Ø	
68	15 pcs PVC 45° Bend Elbow	

	Technical Specifications: 2"Ø	
69	15 pcs PVC 45° Bend Elbow Technical Specifications: 4"Ø	
70	15 pcs PVC P-Trap Technical Specifications: 2"	
71	15 pcs Solvent Technical Specifications: 400cc	
72	15 pcs PVC Tee Technical Specifications: 2"Ø	
73	10 pcs PVC Tee Technical Specifications: 4"Ø	
74	20 pcs PVC WYE Technical Specifications: 2"Ø	
75	10 pcs PVC WYE Technical Specifications: 4"Ø	
76	3 pcs Adaptor Technical Specifications: 2" di	
77	7 pcs Angle Valve Technical Specifications: ½ "Ø x ¼ "Ø	
78	7 pcs Angle Valve	

	Technical Specifications: ½ "Ø x ½ "Ø	
79	7 pcs Ball valve Technical Specifications: ¾ "Ø	
80	7 pcs Ball valve Technical Specifications: ½ "Ø	
81	5 pcs Ball valve Technical Specifications: 1"Ø	
82	15 pcs Duo Basket Strainer Technical Specifications: Plastic Tailpiece	
83	50 pcs Faucet Technical Specifications: Gooseneck Faucet Heavy Duty	
84	20 pcs Faucet Technical Specifications: Bronze	
85	20 pcs Flapper Ball Technical Specifications: High Grade Rubber No. 7516 Tapered design insured positive seating Resists chemical treated water	
86	15 pcs Flexible Hose Technical Specifications: ½ "Ø x ½ "Ø x 18"	
87	7 pcs Flexible Hose Technical Specifications: ½ "Ø x ¼ "Ø x 18"	

88	10 pcs Float Switch Technical Specifications: Float Switch Fluid Level Controller	
89	7 pcs Gasket Maker Technical Specifications: 85g	
90	7 pcs Gate Valve Technical Specifications: $\frac{3}{4}$ "Ø	
91	7 pcs Gate Valve Technical Specifications: 1"	
92	7 pcs Gate Valve Technical Specifications: 1" Ø	
93	7 pcs Gate Valve Technical Specifications: $\frac{1}{2}$ " Ø	
94	7 pcs GI Coupling Technical Specifications: 1"	
95	15 pcs GI Coupling Technical Specifications: 1 $\frac{1}{4}$ "	
96	7 pcs GI Elbow Technical Specifications: 1" Ø	
97	7 pcs GI Elbow Technical Specifications: $\frac{1}{2}$ " Ø	

98	7 pcs GI Elbow Technical Specifications: 2"	
99	15 pcs GI Nipple Technical Specifications: ½ x 2"	
100	7 pcs GI Nipple Technical Specifications: ½ x 3"	
101	3 pcs GI pipe Technical Specifications: 1"	
102	7 pcs GI pipe Technical Specifications: ½ "	
103	10 pcs GI plug Technical Specifications: 1 "	
104	5 pcs GI plug Technical Specifications: ½ " Ø	
105	10 pcs GI plug Technical Specifications: 1 ¼ " Ø	
106	10 pcs Straight Elbow Technical Specifications: ½ "	
107	10 pcs Straight Elbow Technical Specifications: ¾ "	

108	10 pcs GI Tee Technical Specifications: 1 ”	
109	5 pcs GI Tee Technical Specifications: ½ ”	
110	5 pcs GI Tee Technical Specifications: ¾ ”	
111	10 pcs GI Union Technical Specifications: S-40 ¾ ” Ø, ½ “Ø	
112	15 pcs Hacksaw Blade Technical Specifications: 12 ” (18TP)	
113	3 pcs Infiller Technical Specifications: Heavy Duty	
114	7 pcs Magnetic Switch Technical Specifications: Heavy Duty	
115	7 pcs PPR Ball Valve Technical Specifications: 1” Ø	
116	15 pcs PPR Ball Valve Technical Specifications: ½ ” Ø	
117	15 pcs PPR Ball Valve Technical Specifications: ¾ ” Ø	

118	10 pcs PPR Coupling Technical Specifications: ¾ ” Ø	
119	20 pcs PPR Coupling Technical Specifications: ½ ” Ø	
120	10 pcs PPR Coupling Technical Specifications: 1” Ø	
121	20 pcs PPR Elbow Technical Specifications: ½ ”	
122	20 pcs PPR Elbow Technical Specifications: ¾ ”	
123	10 pcs PPR Female adaptor Technical Specifications: 1”	
124	20 pcs PPR Female adaptor Technical Specifications: ½ ”	
125	10 pcs PPR Female adaptor Technical Specifications: ¾ ”	
126	20 pcs PPR Gate Valve Technical Specifications: ¾ ”	
127	20 pcs PPR Gate Valve Technical Specifications: ½ ”	

128	10 pcs PPR Male adaptor Technical Specifications: ½ ”	
129	10 pcs PPR Male adaptor Technical Specifications: 1”	
130	10 pcs PPR Male adaptor Technical Specifications: ¾ ”	
131	15 pcs PPR Pipe Technical Specifications: 1 ”	
132	10 pcs PPR Pipe Technical Specifications: ½ ”	
133	10 pcs PPR Pipe Technical Specifications: ¾ ”	
134	1 pc PPR Pipe Cutter Technical Specifications: Heavy Duty	
135	20 pcs PPR Tee Technical Specifications: ½”	
136	10 pcs PPR Tee Technical Specifications: ¾ ”	
137	5 pcs PPR Union Technical Specifications: 1 ”	

138	10 pcs PPR Union Technical Specifications: ½ ”	
139	5 pcs PPR Union Technical Specifications: ¾ ”	
140	10 pcs Pressure Switch Technical Specifications: ESG-2	
141	20 pcs PVC Technical Specifications: P-Trap 2”	
142	20 pcs PVC Bushing Reducer Technical Specifications: 4” x 2”	
143	20 pcs PVC Coupling Technical Specifications: 2”	
144	10 pcs PVC Coupling Technical Specifications: 4”	
145	30 pcs PVC Elbow Technical Specifications: ½ ”, ¾ “, 1”	
146	20 pcs PVC Pipe Technical Specifications: 2”	
147	15 pcs PVC Pipe Technical Specifications: 4”	

148	10 pcs PVC Plug Technical Specifications: 2"	
149	10 pcs PVC Plug Technical Specifications: 4"	
150	20 pcs PVC Reducer Technical Specifications: assorted sizes	
151	20 pcs Reducer Tee Technical Specifications: 4" x 2"	
152	20 pcs PVC Tee Technical Specifications: 4", 2"	
153	5 pcs Shaft Seal Technical Specifications: 2 HP Motor Pump Deepwheel vertical	
154	15 cans Solvent Technical Specifications: 400cc	
155	10 pcs Starter Capacitor Technical Specifications: Motor Pump SJ20 2HP Vertical Deepwell	
156	10 piece Swing Valve Technical Specifications: 1"	
157	5 piece Swing Valve Technical Specifications: ½ "	
158	15 sets Tank Fittings	

	Technical Specifications: American standard	
159	100 rolls Teflon Tape Technical Specifications: 1 " x 10m	
160	3 pcs Toilet bowl Technical Specifications: Standard Size	
161	20 liter Vulcaseal Technical Specifications: 1 liter	
162	25 cans Water Stop Technical Specifications: 200 ml	
163	5 kilo Welding rod Technical Specifications: Dia. 1.0-4.0mm (1kg/10pcs)	
	SCAFFOLDING	
164	30 length G. I. Pipe Technical Specifications: 1 1/2" x 20ft Sched. 20	
165	100 pcs Swivel Clamp Technical Specifications: 1 1/2"	
166	100 pcs Double Coupler Fixed Technical Specifications: 1 1/2"	
	ELECTRICAL WORKS	
167	1 box THHN Stranded Wire Technical Specifications: # 3.5mm	
168	1 box THHN Stranded Wire	

	Technical Specifications: # 5.5mm	
169	35 meters PDX Duplex Solid Wire Technical Specifications: # 3.5mm PDX #12 (2.0mm)	
170	15 pcs PVC Moulding Technical Specifications: # 1/2	
171	34 pcs LED Bulb Technical Specifications: 9w, Daylight	
172	30 pcs LED T5 Tube Light Technical Specifications: 28w (4ft), Daylight	
173	30 pcs Electrical Tape Technical Specifications: 0.16mm x 19mm x 16m, big size	
174	10 pcs Circuit Breaker Surface Type Technical Specifications: (20amp)	
175	10 pcs Circuit Breaker Surface Type Technical Specifications: (30amp)	
176	15 pcs Outlet Plust Type Technical Specifications: (2 Gang)	
177	15 pcs Outlet Plust Type Technical Specifications: (3 Gang)	
178	5 pcs Coolant Technical Specifications:	

	5 gallons	
179	15 pcs 1-Gang No Neutral WIFI Smart Light Switch Technical Specifications: WIFI RF433 Touch Switch	
180	15 pcs 2-Gang No Neutral WIFI Smart Light Switch Technical Specifications: WIFI RF433 Touch Switch	
181	15 pcs 2-Gang Outlet Flush Type Universal Technical Specifications: WIFI RF433 Touch Switch	
182	15 pcs 3-Gang No Neutral WIFI Smart Light Switch Technical Specifications: WIFI RF433 Touch Switch	
183	15 pcs 3-Gang Outlet Flush Type Universal Technical Specifications: Wide series universal outlet	
184	1 unit AC Contactor ICIF 500A-M7AC220V Technical Specifications: 3Phase	
185	10 set ACU Outlet Technical Specifications: Heavy Duty	
186	15 piece Aircon Tandem Outlet with Plate	

	Technical Specifications: 20A – 250v	
187	3 piece Aluminum Din Rail Technical Specifications: 35mm x 1m	
188	1 piece Angle Grinder Technical Specifications: 750w	
189	2 rolls Auto wire Technical Specifications: #20 100ft/30.48 m	
190	100 piece AWG Insulated Fork Spade U-Type Connector Electrical Crimp Terminal Technical Specifications: #22-16	
191	5 piece Blended Mercury Lamp Technical Specifications: 500w	
192	3 unit Bolt-on Circuit Breaker Technical Specifications: Amps 500A, 300A, 200A, 150A, 100A, 75A, 60A, 3 Phase 200v 60hz	
193	5 unit Cable Duct Management Raceway Technical Specifications: 1m x 30 x 30mm	
194	8 piece Cable Tie Technical Specifications: Assorted size	
195	2 piece Chint MCB Circuit Breaker Technical Specifications:	

	2 Pole 10A	
196	15 piece Circuit Breaker Technical Specifications: Surface type, plug-in & amp; bolt-on) assorted	
197	3 set COB LED Flood Light Technical Specifications: Lite Plus 400w	
198	5 unit Contactor Relay Technical Specifications: 3kw 220v 60hz	
199	15 piece Convenience outlet Technical Specifications: Surface type 3 gang universal wide series	
200	10 piece Convenience outlet Technical Specifications: Surface type & amp; float type	
201	3 piece Cut-off Wheel Technical Specifications: Assorted research	
202	50 piece Daylight Essential Fluorescent Light Technical Specifications: 4ft. 28w	
203	20 liter Diesel Engine Oil HD Technical Specifications: SAE 40	
204	25 piece Dynabolt Technical Specifications: Assorted size	
205	69 piece Electric Fan Thermal Fuse	

	Technical Specifications: 2amps 250v RH 135°	
206	10 piece Electrical Cable Technical Specifications: 60mm ²	
207	5 meter Electrical Rubber Tape Technical Specifications: Self fusing rubber type 0.8mm x 19mm x 8m	
208	50 roll Electrical Tape Technical Specifications: 3M	
209	5 roll Electrical Wire Technical Specifications: THHN	
210	15 piece Fan Capacitor Technical Specifications: Assorted micro-farads	
211	4 roll Flat Cord Technical Specifications: Assorted sizes	
212	1 piece Flexible Hose Technical Specifications: Hose sizes	
213	15 piece Fluorescent Ballast Technical Specifications: 20/26w	
214	25 set Fluorescent Lamp with Case Assembly & Ballast Technical Specifications: 40w	

215	50 piece Fluorescent Starter Technical Specifications: Fluorescent Starter with condenser 4-6w 200-240V	
216	50 piece Fluorescent Tube Technical Specifications: Slim, 36w	
217	5 piece Gang Box Technical Specifications: Box size	
218	3 piece Grinding Disk Technical Specifications: 4 inches	
219	10 piece Hacksaw Blade Technical Specifications: Blade size	
220	13 piece Halogen Bulb Technical Specifications: Pilot bulb	
221	1 set Insolation Resistance Analog Tester Technical Specifications: Sanwa	
222	8 box Insulated Staple Wire Technical Specifications: 1, 1/2, 3/4	
223	35 piece LED Bulb Daylight Technical Specifications: 9w-15w	

224	15 set LED Ceiling Circular Lamp Day Light Flush Type Technical Specifications: 12w Flush Type	
225	15 set LED Ceiling Lamps Technical Specifications: 6w Flush type, daylight	
226	13 set LED Ceiling Lamps Technical Specifications: 42 LED Ceiling Lamps Round Surface Type	
227	10 unit LED Flood Lights Technical Specifications: 100w LED Flood Lights 200v 60hz	
228	15 unit LED Flood Lights Technical Specifications: Basic series EFL04100DL, 100w Day Light	
229	50 piece LED Lights Driver Technical Specifications: Assorted circuit wattage	
230	8 set LED Panel Lights Technical Specifications: 32w size: 60x60cm LED Panel Light Ceiling Lamp Day Light	
231	25 set LED Panel Lights Technical Specifications: Round Type 12w warm white	
232	15 set Panel Rectangle Type Technical Specifications: LED Panel Rectangle Type 40w 30cm x 60cm; 60cm x 60cm	



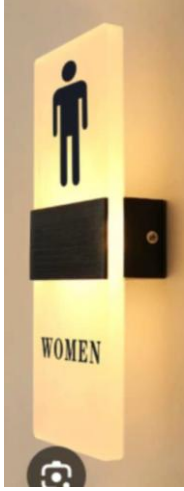
233	49 set LED Panel Round Type Electronic Lamp Technical Specifications: 18w, 12w, 9w	
234	25 set LED Panel Square Type Electronic Lamp Technical Specifications: 12w	
235	131 set LED Panel Square Type Electronic Lamp Technical Specifications: 18w	
236	75 set LED Panel Square Type Electronic Lamp Technical Specifications: 60w, 40w, 50w	
237	25 piece Machine Bolt Technical Specifications: Assorted Sizes	
238	25 piece Male Plug Technical Specifications: Plug size	
239	1 piece Metal Enclosure Electrical Box Technical Specifications: 40 x 50 x 20cm	
240	5 set Metal Halide Floodlight Tubular Type Technical Specifications: Tubular Type 400w	
241	250 piece Metal Screw Technical Specifications: Screw size	


242	2 piece Multi Range Analog Timer Relay AH3-NC Technical Specifications: Multi Range Analog Timer Relay AH3-NC	
243	10 piece Orbit Fan Gear & Parts Technical Specifications: Capacitor 2.5 uF 250v 60Hz	
244	5 set Panel Lights Technical Specifications: 50 x 50mm	
245	4 pair PDX Wire Technical Specifications: Assorted sizes	
246	3 piece Photo switch Technical Specifications: switch size	
247	25 piece Pin Screw Insulator Technical Specifications: big size	
248	25 length Plastic Molding Technical Specifications: assorted size	
249	5 box Plastic Tox Technical Specifications: assorted size	
250	15 box Porcelain Spool Insulator Technical Specifications: big size	
251	5 piece Push Button Technical Specifications:	

	Push Button NO	
252	5 piece Push Button Technical Specifications: Push Button NC	
253	5 pack PVC Clips Technical Specifications: Assorted sizes	
254	20 piece PVC Elbow Technical Specifications: Assorted sizes	
255	25 piece PVC PIPE Technical Specifications: Assorted sizes	
256	5 can PVC Solvent Technical Specifications: 60ml/can	
257	5 length Round Bar Technical Specifications: 16mm Ø	
258	5 piece Round Bill Technical Specifications: 220v	
259	26 meter Royal Cord Wire Technical Specifications: Assorted sizes	
260	8 unit Safety breaker Technical Specifications: Assorted amp.	
261	40 sets Single Switch Flush Type & Surface	

	Technical Specifications: Assorted sizes	
262	5 rolls Soldering Lead Technical Specifications: Lead sizes	
263	15 piece Solderless Cable U-Connector Technical Specifications: Assorted sizes	
264	10 piece Spaghetti Hose Technical Specifications: Hose sizes	
265	15 piece Spool Insular Technical Specifications: Big size	
266	10 pair Square Box Technical Specifications: 4 x 4	
267	77 piece Stainless screw flat head Technical Specifications: #6mm x 1 ½ “	
268	25 set T5 Electronic Fluorescent Lamp Technical Specifications: 14w	
269	25 set T5 Electronic Fluorescent Lamp Technical Specifications: 21w	
270	30 set T5 Electronic Fluorescent Lamp Technical Specifications: 28w	
271	25 set T5 Electronic Fluorescent Lamp	

	Technical Specifications: 32w	
272	10 set Time-log renewable fuse Technical Specifications: Time-log renewable fuse, assorted amps	
273	15 set Ultra Thin Panel Down Lights Square Led Ceiling Type Technical Specifications: 18w Ceiling Type	
274	25 piece Utility box Technical Specifications: Surface Type with Screw & Tox	
275	10 piece Wall Fan Gear Technical Specifications: Universal 30 Bushing	
276	10 boxes Welding rod Technical Specifications: E 6013 5kgs/box	
277	15 piece WIFI Smart Convenience Outlet Technical Specifications: 2-gang (SM-PW801-U)	
	SIGNAGES	
278	25 pcs Luminous Toilet Signage Technical Specifications:	

		
279	<p>25 pcs Luminous Toilet Male Signage</p> <p>Technical Specifications:</p> 	
280	<p>25 pcs Luminous Toilet Female Signage</p> <p>Technical Specifications:</p> 	
281	<p>40 pcs CCTV Acrylic Signage</p> <p>Technical Specifications:</p>	

	<p>3mm Cast Acrylic UV Direct Print (Weatherproof/Fade-resistant) 20cm x 30cm (landscape)</p> 	
282	<p>20 sack Cement</p> <p>Technical Specifications: Portland Cement</p>	
283	<p>50 piece Cement Tiles</p> <p>Technical Specifications: 40cm x 40cm (white)</p>	
284	<p>200 piece CHB</p> <p>Technical Specifications: Assorted sizes</p>	
285	<p>20 piece Porcelain Tiles</p> <p>Technical Specifications: 60cm x 60cm (cream)</p>	
286	<p>20 piece Porcelain Tiles</p> <p>Technical Specifications: 80cm x 80cm (cream)</p>	
287	<p>5 cubic meter Washed Sand</p> <p>Technical Specifications: 9 cu.m</p>	
	PAINTING/ REPAINTING WORKS	
288	<p>5 gallon Acrytex Reducer</p> <p>Technical Specifications: 4 liters / gallon</p>	

289	7 gallon Body Filler Technical Specifications: 4 liters/gallon Set (AB)	
290	7 liter Easy Tite Body Filler Technical Specifications: 4 liters/gallon Set (AB)	
291	12 gallon Epoxy Primer Technical Specifications: Guilder	
292	20 gallon Flat Latex Technical Specifications: white	
293	20 gallon Flatwall Enamel Technical Specifications: white	
294	17 cans Lacquer Thinner Technical Specifications: 3 liters	
295	10 can Oil Tinting Color Technical Specifications: Thalo Blue can	
296	13 gallon Paint Technical Specifications: Latex Pain Black	
297	20 gallon Paint Technical Specifications: Latex Yellow Flatwall	
298	20 gallon Paint	

	Technical Specifications: Latex White Flatwall	
299	20 gallon Paint Technical Specifications: Latex Paint Gloss White	
300	13 gallon Paint Technical Specifications: Latex Paint Chocolate Brown	
301	15 gallon Paint Technical Specifications: Paint Thinner	
302	15 piece Paint brush Technical Specifications: 4"	
303	15 piece Paint brush Technical Specifications: 3"	
304	15 piece Paint brush Technical Specifications: 2"	
305	15 piece Paint brush Technical Specifications: 1"	
306	15 piece Paint roller with handle Technical Specifications: 6"	
307	20 piece Paint roller with handle Technical Specifications: Baby roller with handle	
308	12 gallon Quick Drying Enamel	

	Technical Specifications: yellow	
309	17 gallon Quick Drying Enamel Technical Specifications: Chocolate Brown	
310	12 gallon Quick Drying Enamel Technical Specifications: Black	
311	7 pail Roof Paint Technical Specifications: 50-28 Casa Blue 4L Davies Acrylic Gloss Roof Paint	
312	7 piece Semi-Gloss Enamel Technical Specifications: White	
	AIRCONDITIONING WORKS	
313	2 piece Acetylene Refill Technical Specifications: Acetylene Refill 1 Tank 50lbs Oxygen FRefill 1 Tank 50lbs	
314	2 piece Blower Motor Technical Specifications: Model No. KFM-36 EOA	
315	2 piece Blower Motor Technical Specifications: Model No. KFM-60 EO	
316	2 piece Blower Motor Technical Specifications: Model No. SL-60	
317	100 piece Bolt Technical Specifications: ¼ x 2	

318	100 piece Bolt Technical Specifications: 3/8 x 3	
319	30 piece Cable Tie Technical Specifications: "10	
320	25 piece Circuit Breaker w/ Cover Bolt-on Technical Specifications: 40amp & 30amp	
321	1 unit Compressor Technical Specifications: AW5535EK-2-208-230V/60Hz Single Phase	
322	3 piece Control Switch Technical Specifications: Heavy Duty	
323	1 tank Cylinder R-22 Technical Specifications: 13.6 kgs content	
324	1 tank Cylinder R-32 Technical Specifications: 9.5 kgs content	
325	1 tank Cylinder R-410A Technical Specifications: 11.3 kgs content	
326	6 tube Drill Bit Technical Specifications: 5D5 #10mm	
327	6 tube Drill Bit	

	Technical Specifications: 5D5 #12mm	
328	6 tube Drill Bit Technical Specifications: 5D5 #6mm	
329	10 piece Dual Capacitor Technical Specifications: 65 uF	
330	7 piece Dual Capacitor Technical Specifications: 60 uF	
331	7 piece Dual Capacitor Technical Specifications: 55 uF	
332	7 piece Dual Capacitor Technical Specifications: 50 uF	
333	4 piece Dual Capacitor Technical Specifications: 45 uF	
334	4 piece Dual Capacitor Technical Specifications: 40 uF	
335	4 piece Dual Capacitor Technical Specifications: 35 uF	
336	4 piece Dual Capacitor Technical Specifications: 30 uF	
337	4 piece Dual Capacitor	

	Technical Specifications: 25 uF	
338	7 piece Dual Capacitor Technical Specifications: 20 uF	
339	40 roll Electrical Tape Technical Specifications: Big 3M	
340	1 unit Emerson Copeland Scroll Compressor PH3 Technical Specifications: Model: ZR61KS-TF5-522-Serial # 17D634IGT	
341	7 piece Fan Capacitor Technical Specifications: 2.5 uF	
342	7 piece Fan Capacitor Technical Specifications: 3 uF	
343	7 piece Fan Capacitor Technical Specifications: 5 uF	
344	7 piece Fan Capacitor Technical Specifications: 6 uF	
345	7 piece Fan Capacitor Technical Specifications: 7 uF	
346	7 piece Fan Capacitor Technical Specifications: 8 uF	

347	<p>2 unit Fan Motor</p> <p>Technical Specifications: Indoor Model: Koppel S23200082001 V: 208/230 Hz: 60 Phase: 1 Output: 240w Cap: 6uF 450 VaC RPM: 1080/980/920 Class B HAF 560</p>	
348	<p>2 unit Fan Motor</p> <p>Technical Specifications: Carrier Model Serial No. 0913723024 HP: 1/3 V: 208/230 Hz: 60 Phase: 1 RPM: 900/950 Cap: 7.5 uF 460VaC Part No. PE74089 Class B</p>	
349	<p>2 unit Fan Motor</p> <p>Technical Specifications: Input Model: Koppel R0790378 50/60 Hz 3uF Cap 450VaC Class B</p>	
350	<p>2 unit Fan Motor</p> <p>Technical Specifications: Indoor Koppel Model: 1019730213 V: 230 Hz: 60 Phase: 1 Output: 157w Cap: 5uF 450VaC RPM: 1075/970/815 Class BHaP S62 A30020C</p>	
351	<p>7 piece Filter Driers</p> <p>Technical Specifications: Flared Type 3/8</p>	
352	<p>7 piece Magnetic Contactor</p> <p>Technical Specifications:</p>	

	(Fuji SC-5-1) 5.5KW	
353	16 piece Nut Technical Specifications: ¼	
354	16 piece Nut Technical Specifications: 3/8	
355	1 unit Rotary Compressor Technical Specifications: Model: NH52NXBT 120Hz R410 (Non-Inverter)	
356	1 unit Rotary Compressor Technical Specifications: Model: PH360X3CS 3K UU2 60HZ 58 LRA R 22	
357	1 unit Rotary Compressor Technical Specifications: Model: ASM235D23Ufz 120Hz R410 (Inverter)	
358	1 unit Rotary Compressor Technical Specifications: Model: KTM241D57UMT 156 V 180 Hz R 32/R410A (Inverter)	
359	1 unit Rotary Compressor Technical Specifications: Model: 80687246 60Hz Phase: 1 98 LRA R22	
360	20 piece Silfus Rod Technical Specifications: Big	
361	5 piece Single Capacitor Technical Specifications:	

	40 uF	
362	10 piece Single Capacitor Technical Specifications: 20 uF	
363	5 piece Single Capacitor Technical Specifications: 25 uF	
364	5 piece Single Capacitor Technical Specifications: 30 uF	
365	20 piece Single Capacitor Technical Specifications: 65 uF	
366	10 piece Single Capacitor Technical Specifications: 60 uF	
367	10 piece Single Capacitor Technical Specifications: 55 uF	
368	10 piece Single Capacitor Technical Specifications: 50 uF	
369	10 piece Single Capacitor Technical Specifications: 45 uF	
370	5 piece Single Capacitor Technical Specifications: 35 uF	
371	7 set Switch Technical Specifications:	

	Honey Well Control Selector Switch	
372	4 box THHN Wire Gauge Technical Specifications: 10 AWG	
373	4 box THHN Wire Gauge Technical Specifications: 12 AWG	
374	4 box THHN Wire Gauge Technical Specifications: 8 AWG	
375	13 unit Time Delay Timer Technical Specifications: Time Delay Timer 110-24-VAC	
376	100 piece Tox Screw Technical Specifications: #6	
377	15 set Wire Harnesh for 5TR or 3TR Motor Compressor Technical Specifications: Wire Harnesh for 5TR or 3TR Motor Compressor	

Section VIII. Philippine Bidding Document Related Forms

Notes to the Philippine Bidding Document Related Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with ITB Clause 13 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 Procuring Entity, pursuant to ITB Clause 16.

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

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with ITB Clause 4.2. Failure to submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration, if allowed and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein by the Procuring Entity, and pursuant to **GCC** Clause 13 and its corresponding SCC provision.

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Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: *[Name of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project *[Project Title]*;
- b) Select one, delete the other
 - I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
 - I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]*; or indicate N/A if no discount offered
- e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized in the *[Select one, delete the other: the Price Schedules/ Detailed Estimates]*.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

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 the Bidder.

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

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of [Name of the Bidder] as evidenced by the attached [State the Written Authority].

I/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.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

Price Schedule for Goods

Name of Bidder _____ . Project ID No. _____ . Page _ of _____

Pricing Details for Goods Offered from Within the Philippines

1	2	3	4	5	6	7	8	9	10
Item	Description	Source of Domestic Product, as certified by the Relevant Agency	Quantity	Unit price exw per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of the Procurement Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Price Schedule for Goods

Name of Bidder _____ Project ID No. _____ Page _ of _____

Pricing Details for Goods Offered from Abroad

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)

Summary of Bid Prices

The Procuring Entity may modify the table below as necessary to comply with the requirements of a specific Project.

1	2	3	4
Item No.	Item	Particulars / Description	Total Amount

Name: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This CONTRACT executed on the ____ day of _____ 20____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly *[Brief description of Project]*;

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, viz.:
 - a. Philippine Bidding Document (PBD); *[Select one, delete the others]*
 - *For Procurement of Goods*
 - i. Invitation to Bid;
 - ii. Instruction to Bidders;
 - iii. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iv. Bid Data Sheet;
 - v. Schedule of Requirements;
 - vi. Technical Specifications;
 - vii. General and Special Conditions of Contract;
 - viii. Supplemental Bid Bulletins, if any; and

- ix. Other contract documents that may be required by existing laws and/or the Entity.
- *For Procurement of Infrastructure Projects*
 - i. Drawings/Plans;
 - ii. Specifications;/Scope of Work;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract; and
 - v. Supplemental Bid Bulletins, if any;
 - *For Procurement of Consulting Services*
 - i. General and Special Conditions of Contract;
 - ii. Terms of Reference;
 - iii. Request for Expression of Interest;
 - iv. Instructions to Bidders;
 - v. Bid Data Sheet;
 - vi. Addenda and/or Supplemental/Bid Bulletins, if any;
 - vii. Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - viii. Eligibility requirements, documents and/or statements;
 - ix. Performance Security;
 - x. Notice of Award of Contract and the Bidder's *conforme* thereto; and
 - xi. Other contract documents that may be required by existing laws and/or the Entity.
- b. Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Performance Security;
 - d. Notice of Award of Contract; and the Bidder's *Conforme* thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of [*Contract Price in words and figures*], or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the [*Project Title*] described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
 4. The [*Name of the Procuring Entity*] agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
 5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the

applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity
Head of the Procuring Entity or Duly
Authorized Representative

For the Bidder
Duly authorized to sign the Contract for and
behalf of *[Bidders Name]*:

[Signature over Printed Name]
[Position/Designation]
[Date]

[Signature over Printed Name]
[Position/Designation]
[Date]

Signed in the presence of:

[Name and Signature]
Witness – Procuring Entity

[Name and Signature]
Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
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 _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

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

- *If sole proprietorship:* I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;
- *If 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]*;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of *[Name of Bidder]* with office address at *[Address of Bidder]*;

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

- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]* *[insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative]*;
- *If 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 *[Project Title]* of the *[Name of the Procuring Entity]*, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
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 others:*
 - *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7. It is understood that failure to faithfully disclose its relationship with the Head of the Procuring Entity, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of RA No. 12009.*
 - *In case of Foreign Bidders: [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.*
8. *[Name of Bidder] complies with existing labor laws and standards; and*
 9. *[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 *[Project Title]*.
 10. *[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.*
 11. *In case advance payment was made or given to [Name of Bidder], failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.*

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

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 _____.

Bid Securing Declaration Form

[The duly accomplished form shall be submitted with the Bid if bidder opts to provide this type of bid security]

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

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

I/We, 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;

[Insert paragraph for Unsolicited Offer with Bid Matching]

I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

- 2) Select one, delete the other:

- I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

(For Unsolicited Offer with Bid Matching)

- I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

- b) Upon contract award and the LCCRB is not the original offeror; or
- c) I am/we are declared the bidder with the *[Insert Award Criterion¹]* and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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. _____.

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

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Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

- (a) PhilGEPS Certificate of Registration (Platinum Membership); **and**
- (b) Statement of SLCC; **and**
- (c) NFCC Computation or committed Line of Credit (LoC); **and**
- (d) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (e) [if applicable] JVA) or in the absence of a JVA, duly notarized statements from all potential JV partners stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful; **and**
- (f) Bid Security in the prescribed form and amount in accordance with ITB Clause 16, and validity period under ITB Clause 15; **and**
- (g) Technical Specifications, which may include production or delivery schedule, manpower requirements, or after-sales service or parts, if applicable; **and**
- (h) Omnibus Sworn Statement; **and**
- (i) For foreign Bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product; **and**

I. FINANCIAL COMPONENT ENVELOPE

- (j) Bid Form which includes the Bid price; **and**
- (k) Price Schedules in accordance with ITB Clause 13.1; **and**
- (l) [if applicable] Certificate of Domestic Preference, in accordance with ITB Clause 25.

