

<i>by the BSP as authorized to issue such financial instrument.</i>	
(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%)

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

- 21. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 22. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 23. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 24. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);
 - (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;

- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
- (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

25. **Format and Signing of Bids**

26. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

27. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
28. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
29. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
30. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the duly authorized representative/s of the Bidder.

31. Sealing and Marking of Bids

32. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
33. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
34. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
35. 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 1.4; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
36. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring

Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

37. Deadline for Submission of Bids

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

38. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.

39. Modification and Withdrawal of Bids

40. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2 A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

41. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

42. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

43. Opening and Preliminary Examination of Bids

44. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
45. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
46. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
47. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
48. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
49. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and

- (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
50. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
51. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

52. Process to be Confidential

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

55. Clarification of Bids

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

56. Domestic Preference

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

59. Detailed Evaluation and Comparison of Bids

60. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
61. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
62. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of

Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
63. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
64. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
65. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
66. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 28.3.

67. **Post-Qualification**

68. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
69. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.



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

70. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
71. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
72. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
73. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
74. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.
75. **Reservation Clause**
76. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
77. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not

to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

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

78. In addition, the Procuring Entity may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

79. Contract Award

80. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

81. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award

duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

82. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
- (b) Posting of the performance security in accordance with **ITB** Clause 33;
- (c) Signing of the contract as provided in **ITB** Clause 32; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

83. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Schedule of Requirements.

84. Signing of the Contract

85. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

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

87. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

88. 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**.

89. Performance Security

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

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	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.	Thirty percent (30%)
---	----------------------

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

93. Notice to Proceed

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

94. Protest Mechanism

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

UNCONTROLLED WHEN PRINTED OR REPAIRED




Section III. Bid Data Sheet

UNCONTROLLED WHEN PRINTED OR E-MAILED

RC

9.

8

Bid Data Sheet

ITB Clause																										
1.1	<p>The Procuring Entity is:</p> <p style="text-align: center;">BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)</p> <p>The name of the contract is <u>Procurement of BCDA Video Conferencing System 2019</u></p>																									
1.4	<p>The lot(s) and reference is/are:</p> <p style="text-align: center;"><i>Procurement of BCDA Video Conferencing System 2019</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 60%;">Description</th> <th style="width: 30%;">Qty</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Video Conferencing Kit for Large Room</td> <td style="text-align: center;">8</td> </tr> <tr> <td style="text-align: center;">B</td> <td>Video Conferencing Kit for Small Room</td> <td style="text-align: center;">3</td> </tr> <tr> <td style="text-align: center;">C</td> <td>Multi Platform Video Conferencing Kit for Board Room</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Lot	Description	Qty	A	Video Conferencing Kit for Large Room	8	B	Video Conferencing Kit for Small Room	3	C	Multi Platform Video Conferencing Kit for Board Room	1													
Lot	Description	Qty																								
A	Video Conferencing Kit for Large Room	8																								
B	Video Conferencing Kit for Small Room	3																								
C	Multi Platform Video Conferencing Kit for Board Room	1																								
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through BCDA's Corporate Operating Budget in the following amount:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 10%;">Lot</th> <th style="width: 40%;">Description</th> <th style="width: 10%;">Qty</th> <th style="width: 15%;">Unit Cost</th> <th style="width: 25%;">Total</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Video Conferencing Kit for Large Room</td> <td style="text-align: center;">8</td> <td style="text-align: right;">175,000.00</td> <td style="text-align: right;">1,400,000.00</td> </tr> <tr> <td style="text-align: center;">B</td> <td>Video Conferencing Kit for Small Room</td> <td style="text-align: center;">3</td> <td style="text-align: right;">150,000.00</td> <td style="text-align: right;">450,000.00</td> </tr> <tr> <td style="text-align: center;">C</td> <td>Multi Platform Video Conferencing Kit for Board Room</td> <td style="text-align: center;">1</td> <td style="text-align: right;">850,000.00</td> <td style="text-align: right;">850,000.00</td> </tr> <tr> <td></td> <td></td> <td></td> <td style="text-align: right;">Grand Total</td> <td style="text-align: right;">2,700,000.00</td> </tr> </tbody> </table> <p>The name of the Project is: <u>Procurement of BCDA Video Conferencing System 2019</u></p>	Lot	Description	Qty	Unit Cost	Total	A	Video Conferencing Kit for Large Room	8	175,000.00	1,400,000.00	B	Video Conferencing Kit for Small Room	3	150,000.00	450,000.00	C	Multi Platform Video Conferencing Kit for Board Room	1	850,000.00	850,000.00				Grand Total	2,700,000.00
Lot	Description	Qty	Unit Cost	Total																						
A	Video Conferencing Kit for Large Room	8	175,000.00	1,400,000.00																						
B	Video Conferencing Kit for Small Room	3	150,000.00	450,000.00																						
C	Multi Platform Video Conferencing Kit for Board Room	1	850,000.00	850,000.00																						
			Grand Total	2,700,000.00																						
3.1	No further instructions.																									
5.1	No further instructions																									

5.2	Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to contracts involving the <u>supply and delivery of video conferencing system.</u>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	BCDA will hold a pre-bid conference for this Project on 12 April 2019, 10:00 AM at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St., Corner 2nd Avenue, Bonifacio Global City, Taguig City
10.1	BCDA's address is: the same address given above in ITB Clause 9.1 <i>Contact Persons:</i> 1) Atty. Leah Anne R. Maligaya (BAC for Goods Secretariat) <i>Tel. No. (02) 575-1700 local 1778</i> <i>Email: lrmaligaya@bcda.gov.ph</i> 2) Ms. Queenie P. Bautista (BAC for Goods Secretariat) <i>Tel. No. (02) 575-1700 local 1721</i> <i>Email: qpbautista@bcda.gov.ph</i>
12.1(a)	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <i>at least the past three (3) years (March 2016 to March 2019)</i> prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements
13.1(b)	No further instructions.
13.1(c)	No additional requirements.
13.2	The ABC is Pesos: Two Million Seven Hundred Thousand (Php2,700,000.00) . Any bid with a financial component exceeding this amount shall not be accepted.
15.4(a)(iv)	No incidental services are required.
15.4(b)	No incidental services are required.

16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
16.3	Maintain the ITB Clause.
17.1	Bids will be valid until one hundred twenty (120) days from the date of bid opening.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than <u>PhP 54,000.00</u> (2% of ABC of Lot), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than <u>PhP 135,000.00</u> (5% of ABC of Lot) if bid security is in Surety Bond. <p>The Bid Security must be placed inside the "Eligibility Documents Envelope" as Table and labeled as "Bid Security". An O.R. shall be issued to the Bidder after the said envelope shall have been opened and acknowledged during Bidding.</p>
18.2	The bid security shall be valid for one hundred twenty (120) days from bid opening.
20.3	Each bidder shall submit one (1) original and one (1) copy of the first and second components of its bid
20.4	<p>There shall be two (2) big envelopes – the Original and the Copy. Inside each of the two (2) big envelopes are two (2) small envelopes –Eligibility Documents and Financial Proposals, to be MARKED as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>2.1. BIG Envelope <u>Mark as</u> "ORIGINAL BID"</p> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p>2.1.1 Small Envelope <u>Mark as</u> "ORIGINAL Eligibility Documents"</p> </div> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p>2.1.2 Small Envelope <u>Mark as</u> "ORIGINAL Financial Proposal"</p> </div> </div> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p>2.2 BIG Envelope <u>Mark as</u> "COPY of BID"</p> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p>2.2.1 Small Envelope <u>Mark as</u> "COPY of Eligibility Documents"</p> </div> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;"> <p>2.2.2 Small Envelope <u>Mark as</u> "COPY of Financial Proposal"</p> </div> </div> <p>SAMPLE COVER OF ENVELOPES:</p>

	<p style="text-align: right;">(ORIGINAL or ELIGIBILITY</p> <p>COPY)</p> <p style="text-align: center;">DOCUMENTS</p> <p>THE CHAIRPERSON BAC FOR GOODS</p> <p>BIDDING FOR (<i>Name of Goods or Services</i>)</p> <p>BIDDER'S COMPANY NAME (All CAPS): _____</p> <p>ADDRESS (All CAPS): _____</p> <p>TEL. NOS. _____ FAX _____</p> <p style="text-align: center;">“DO NOT OPEN BEFORE (SPECIFY THE DATE/TIME OF OPENING OF BIDS)”</p>									
21	<p>Bidders shall submit their Bids at the Central Receiving and Releasing Area (CRRA) BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St., Corner 2nd Avenue, Bonifacio Global City, Taguig City</p> <p>The deadline for Submission of Bids is on 25 April 2019 at 10:00 AM.</p>									
24.1	<p>The place of Bid opening is: BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. corner 2nd Avenue, Bonifacio Global City, Taguig City</p> <p>The date and time of Bid opening is on 25 April 2019 at 11:00 AM.</p>									
24.2	No further instructions.									
24.3	No further instructions.									
27.1	No further instructions.									
28.3 (a)	<p>Partial bids are allowed. All Goods are grouped in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Lot</th> <th>Description</th> <th>Qty</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Video Conferencing Kit for Large Room</td> <td>8</td> </tr> <tr> <td>B</td> <td>Video Conferencing Kit for Small Room</td> <td>3</td> </tr> </tbody> </table>	Lot	Description	Qty	A	Video Conferencing Kit for Large Room	8	B	Video Conferencing Kit for Small Room	3
Lot	Description	Qty								
A	Video Conferencing Kit for Large Room	8								
B	Video Conferencing Kit for Small Room	3								

 

	C	Multi Platform Video Conferencing Kit for Board Room	1
	In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.		
28.4	No further instructions.		
29.2	No additional requirement.		
32.4(f)	No additional requirement.		

UNCONTROLLED WHEN PRINTED OR E-MAILED

~~Handwritten mark~~

Handwritten mark

Handwritten mark

Section IV. General Conditions of Contract

UNCONTROLLED WHEN PRINTED OR E-MAILED

TABLE OF CONTENTS (General Conditions of Contract)

1. DEFINITIONS	44
2. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....	45
3. INSPECTION AND AUDIT BY THE FUNDING SOURCE	46
4. GOVERNING LAW AND LANGUAGE	46
5. NOTICES	46
6. SCOPE OF CONTRACT	47
7. SUBCONTRACTING	47
8. PROCURING ENTITY'S RESPONSIBILITIES	47
9. PRICES	47
10. PAYMENT	48
11. ADVANCE PAYMENT AND TERMS OF PAYMENT	48
12. TAXES AND DUTIES	49
13. PERFORMANCE SECURITY	49
14. USE OF CONTRACT DOCUMENTS AND INFORMATION	50
15. STANDARDS	50
16. INSPECTION AND TESTS	50
17. WARRANTY	51
18. DELAYS IN THE SUPPLIER'S PERFORMANCE	51
19. LIQUIDATED DAMAGES	52
20. SETTLEMENT OF DISPUTES	52
21. LIABILITY OF THE SUPPLIER	53
22. FORCE MAJEURE	53
23. TERMINATION FOR DEFAULT	53
24. TERMINATION FOR INSOLVENCY	54
25. TERMINATION FOR CONVENIENCE	54
26. TERMINATION FOR UNLAWFUL ACTS	55
27. PROCEDURES FOR TERMINATION OF CONTRACTS	55
28. ASSIGNMENT OF RIGHTS	56
29. CONTRACT AMENDMENT	56
30. APPLICATION	56

1. Definitions

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

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