



**DEPARTMENT OF TRANSPORTATION
AND COMMUNICATIONS
(DOTC)**

**PROJECT NO. 4
Rehabilitation of 21 Units
LRT1 BN LRVs (Re-bid)**



Light Rail Transit Authority

**Department of Transportation and Communications (DOTC)
Bids and Awards Committee (Primary)**

TABLE OF CONTENTS

- 1) SECTION I. INVITATION TO BIDDERS**
- 2) SECTION II. INSTRUCTION TO BIDDERS**
- 3) SECTION III. BID DATA SHEET**
- 4) SECTION IV. GENERAL CONDITIONS OF CONTRACT**
- 5) SECTION V. SPECIAL CONDITIONS OF CONTRACT**
- 6) SECTION VI. TERMS OF REFERENCE (TECHNICAL REQUIREMENTS &
SCHEDULE OF REQUIREMENTS)**
- 7) SECTION VII. BIDDING FORMS**
- 8) SECTION VIII. CHECKLIST OF DOCUMENTS TO BE SUBMITTED**

INVITATION TO BID P203M LIGHT RAIL TRANSIT AUTHORITY REHABILITATION AND RESTORATION OF LIGHT RAIL VEHICLES (LRVs) PROJECT

The Light Rail Transit 1 (Green Line) is a 20.7-kilometer, 20-station railway system that has endpoints in Roosevelt in the North and Baclaran in the South. About 500,000 commuters use Line 1 daily. It also connects with existing railways systems; passengers of Line 1 can transfer from Doroteo Jose Station to Line 2's (Blue Line) Recto Station, while passengers of Line 3 (Yellow Line) have easy access with Line 1's EDSA-Taft Station.

To maintain the smooth operations of Line 1, the DOTC has implemented the P1.062 billion **LRT Safety, Reliability and Capacity Improvement Program** to, among others, repair and rehabilitate key components of the system. This is in fulfillment of President PNoy's commitment to provide **Convenient, Affordable, Reliable, Efficient, and Safe** transportation. The DOTC is now inviting interested parties to join the bidding for two of the five components of the said LRT program.



Roofs show extensive corrosion, while front windshields are rusted out.



These damaged LRVs will be repaired.

1 Rehabilitation of 21 Dilapidated Units LRT 1 BN LRVs (Rebid) (Project No. 4) Php 150 Million

The car bodies of these 21 units have corroded and rusted out from the 14 years of use since they were last rehabilitated. Rehabilitation should bring an improved appearance and reliability to the old BN cars.

Issuance of Bid Documents	:	14 September 2012 - 4 October 2012
Date and Time of Pre Bid Conference	:	21 September 2012, 8:00 AM
Date and Time of Deadline of Submission and Opening of Bids	:	4 October 2012, 1:00 PM
Cost of Bidding Documents	:	Php 50,000.00

- The DOTC-BAC will conduct Pre-Bid Conferences which shall be open to all interested parties.
- Bidders must have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project they are interested in and the value of which must be at least equivalent to FIFTY (50%) of the approved budget for contract. The description of an eligible bidder is contained in the Bidding Documents.
- Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the Revised IRR of Republic Act No. (RA) 9184, otherwise known as the Government Procurement Reform Act.
- Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the Revised IRR of RA 9184.
- Interested bidders may obtain further information from DOTC-BAC and inspect the Bidding Documents at the address given below during weekdays only from 8:00 AM to 4:00 PM.
- A complete set of Bidding Documents may be purchased by interested Bidders starting on 14 September 2012, weekdays from 8:00 AM to 4:00 PM, until the deadline for the submission and receipt of bids, from the DOTC-BAC Secretariat at the address given herein and upon payment of a non-refundable fee for the Bidding Documents, per project as stated above.
- Bid documents may be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and from www.dotc.gov.ph and www.lrt.gov.ph provided that Bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.
- The venue for Pre-Bid Conference and submission and opening of bids shall be at DOTC Multi-Purpose Hall, 16th flr., Columbia Tower, Ortigas Ave., Wack-Wack, Mandaluyong City. Bids will be opened in the presence of the Bidders' representatives who choose to attend. Late bids shall not be accepted. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- DOTC-BAC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

2 Restoration of Two (2) 3rd Generation Kinki-Sharyo LRVs (Rebid) (Project No. 5B) Php 53 Million

Two (2) third generation **Kinki-Sharyo** vehicles (1247&1248) were involved in separate train collision incidents in Balintawak and Roosevelt. These two LRVs require body repair and replacement of damaged parts to put them in commercial operational condition.

Issuance of Bid Documents	:	14 September 2012 - 4 October 2012
Date and Time of Pre Bid Conference	:	21 September 2012, 8:00 AM
Date and Time of Deadline of Submission and Opening of Bids	:	4 October 2012, 2:00 PM
Cost of Bidding Documents	:	Php 50,000.00

The pictures and descriptions herein are provided for information only. It is the responsibility of the prospective bidders to determine the general characteristics and conditions of the project(s) and examine the technical specifications/terms of reference and project requirements in the Bidding Documents. In the event of a conflict or discrepancy between the information in this Invitation to Bid and the Bidding Documents, the information in the latter shall prevail.

For further information, please refer to:

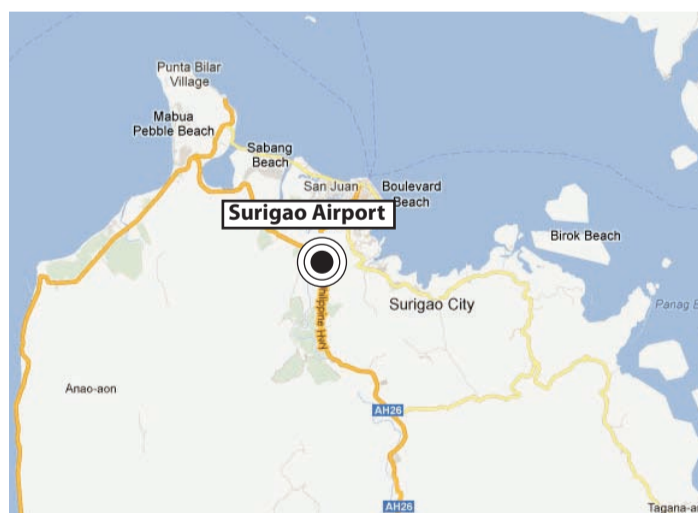
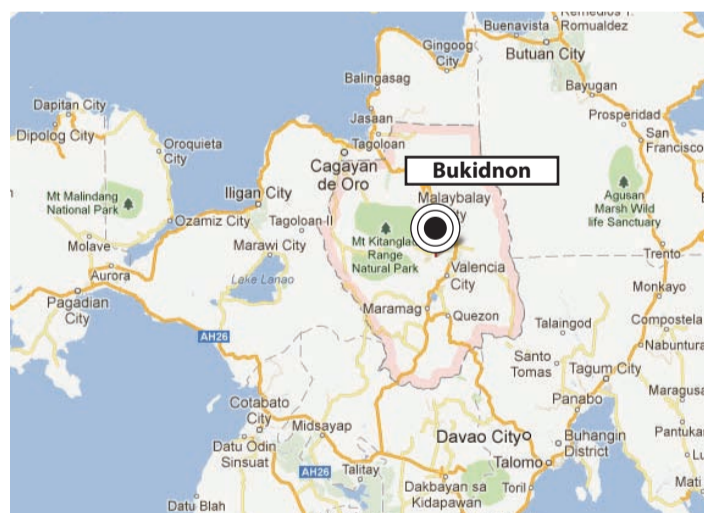
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Chairman, Bids and Awards Committee
DEPARTMENT OF TRANSPORTATION & COMMUNICATIONS

Requests for Expression of Interest for Feasibility Studies

PROPOSED BUKIDNON AIRPORT, and the UPGRADE of the EXISTING SURIGAO and NAGA AIRPORT PROJECTS



1. The DOTC, through the CY 2011 and CY 2012 Transport Studies Fund, intends to procure separate consultancy services to undertake the Feasibility Study for the proposed Bukidnon Airport, and the upgrade of existing Surigao and Naga Airport Projects.

	Approved Budget for the Contract
Feasibility Study for the proposed Bukidnon Airport	: P 8,910,669.60
Feasibility Study for the upgrade of the existing Surigao Airport	: P 7,470,227.18
Feasibility Study for the upgrade of the existing Naga Airport	: P 7,205,043.89

Bids received in excess of their respective ABCs indicated above shall be automatically rejected at the opening of the financial proposals.

2. The DOTC now calls for the submission of eligibility documents for the conduct of Feasibility Study for the proposed Bukidnon Airport and the upgrade of existing Surigao and Naga Airport Projects. Interested consultants must submit their eligibility documents on or before the following dates at the DOTC Multi Purpose Hall, 16th Floor, The Columbia Tower, Brgy. Wack-Wack, Ortigas Avenue, Mandaluyong City.

Bukidnon Airport	:	September 26, 2012, 1:00PM
Surigao Airport	:	September 26, 2012, 1:30PM
Naga Airport	:	September 26, 2012, 2:00PM

Applications for eligibility will be evaluated based on a non-discretionary "pass/fail" criterion.

3. The BAC shall draw up the short list of consultants from those who have submitted Expressions of Interest and Eligibility Documents and have been determined as eligible in accordance with the provisions of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations (IRR). The short list shall consist of five (5) prospective bidders who will be entitled to submit bids. The criteria and rating system for short listing at the biddings are:

a. Applicable experience of the firm	-	50%
b. Qualification of personnel who may be assigned to the job vis-à-vis extent and complexity of the undertaking	-	30%
c. Current workload relative to capacity	-	20%

The "Rating" multiplied by their respective "Weights" gives the weighted "Scores." These are added to determine the total points for the Applicant. The Applicants shall then be ranked according to their "Total Points" and the top five (5) shall be considered as constituting the shortlist and qualify them to bid for the contemplated contract. Should less

than the required number apply for eligibility and short listing, pass the eligibility check, and/or pass the minimum score required in the short listing, the BAC shall consider the same. Further, Applicants must collect a minimum weighted score of SEVENTY (70) POINTS to qualify for shortlisting.

- 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.
- The Procuring Entity shall evaluate bids using the Quality-Cost Based Evaluation/Selection (QCBE/QCBS) procedure. The DOTC shall indicate the weights to be allocated for the Technical and Financial Proposals. The criteria and rating system for the evaluation of bids shall be provided in the Instructions to Bidders.
- The contract shall be completed within 120 calendar days from the date of the Notice to Proceed.
- The DOTC reserves the right to reject any and all bids, annul the bidding process, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

*The pictures and descriptions herein are provided for information only. It is the responsibility of the prospective bidders to determine the general characteristics and conditions of the project(s) and examine the technical specifications/terms of reference and project requirements in the Bidding Documents. In the event of a conflict or discrepancy between the information in this Invitation to Bid and the Bidding Documents, the information in the latter shall prevail.

For further information, please refer to:

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Chairman, Bids and Awards Committee
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SECTION II. Instruction to Bidders

TABLE OF CONTENTS

A. GENERAL	1
1. SCOPE OF BID	1
2. SOURCE OF FUNDS	1
3. CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICE	1
4. CONFLICT OF INTEREST	2
5. ELIGIBLE BIDDERS	3
6. BIDDER'S RESPONSIBILITIES	4
7. ORIGIN OF GOODS	5
8. SUBCONTRACTS	5
B. CONTENTS OF BIDDING DOCUMENTS	6
9. PRE-BID CONFERENCE.....	6
10. CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS.....	6
C. PREPARATION OF BIDS	6
11. LANGUAGE OF BID.....	6
12. DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	6
13. DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT	8
14. ALTERNATIVE BIDS	8
15. BID PRICES	8
16. BID CURRENCIES.....	9
17. BID VALIDITY.....	10
18. BID SECURITY	10
19. FORMAT AND SIGNING OF BIDS.....	11
20. SEALING AND MARKING OF BIDS.....	12
D. SUBMISSION AND OPENING OF BIDS	12
21. DEADLINE FOR SUBMISSION OF BIDS	12
22. LATE BIDS	13
23. MODIFICATION AND WITHDRAWAL OF BIDS	13
24. OPENING AND PRELIMINARY EXAMINATION OF BIDS	13
E. EVALUATION AND COMPARISON OF BIDS	14
25. PROCESS TO BE CONFIDENTIAL.....	14
26. CLARIFICATION OF BIDS.....	15
27. DOMESTIC PREFERENCE.....	15
28. DETAILED EVALUATION AND COMPARISON OF BIDS	16

29. POST-QUALIFICATION.....	17
30. RESERVATION CLAUSE.....	18
F. AWARD OF CONTRACT	19
31. CONTRACT AWARD	19
32. SIGNING OF THE CONTRACT	19
33. PERFORMANCE SECURITY.....	20
34. NOTICE TO PROCEED	21

INSTRUCTIONS TO BIDDERS

General

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS** (hereinafter referred to as the “Procuring Entity”) wishes to receive bids for the supply and delivery of the goods (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

- (b) The Procuring Entity will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
 - (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization 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;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:
 - (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (b) If the Bidder is a partnership, to all its officers and members;
 - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and

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

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

5. Eligible Bidders

- 5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
 - (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities 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 dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Contract the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to (50%) of the ABC stated in the **BDS**. For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(iii).
- 5.5. Unless otherwise provided in the **BDS**, the Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC). The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

NFCC = [(Current assets minus current liabilities) (K)] 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 for this Project.

Where:

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

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
 - (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.3.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
 - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
 - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
 - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
 - (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
 - (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

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

7. Origin of Goods

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

8. Subcontracts

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

A. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

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

B. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class “A” Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor’s permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any whether similar or not similar in nature and complexity to the contract to be bid. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) kinds of Goods;
 - (iii.4) amount of contract and value of outstanding contracts;
 - (iii.5) date of delivery; and
 - (iii.6) end-user’s acceptance or official receipt(s) issued for the contract, if completed.
- (iv) Audited financial statements, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;
- (v) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and

Class “B” Document:

- (vi) If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security. Each partner of the joint venture shall submit the legal eligibility documents. The submission of the technical and financial eligibility documents by any of the joint venture partners constitutes compliance.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

- (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
- (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in the **BDS**;
- (iii) Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in the **BDS**.

12.2 In the case of foreign bidders, the foregoing eligibility requirements under Class “A” Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. A translation of the documents in English certified by the appropriate embassy or consulate in the Philippines must accompany the eligibility requirements under Class “A” and “B” Documents if they are in other foreign language.

13. Documents Comprising the Bid: Financial Component

13.1. Unless otherwise stated in the **BDS**, the **Second Envelope** shall contain the financial component of the bid shall include the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clause 15.1 and using the form prescribed in the **BDS**;
- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27.1; and
- (c) Any other document required in the **BDS**.

13.2. Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

14. Alternative Bids

Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

15. Bid Prices

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

15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus,

automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

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

15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For Goods offered from within the Procuring Entity's country:

(i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or

(i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.

(ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.

(iii) The price of other (incidental) services, if any, listed in the **BDS**.

(b) For Goods offered from abroad:

(i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

(ii) The price of other (incidental) services, if any, listed in the **BDS**.

15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account, unless otherwise specified in the **BDS**. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

15.6. All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as indicated in the **BDS** and specified in the **GCC** and its corresponding **SCC** provision.

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The bid security, issued in favor of the Procuring Entity, in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(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.	
(c) Surety bond callable upon demand issued by a surety or insurance	Five percent (5%)

company duly certified by the Insurance Commission as authorized to issue such security.	
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by LGUs, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

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

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided herewith 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.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Unless otherwise indicated in the **BDS**, Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. ___ - TECHNICAL COMPONENT" and "COPY NO. ___ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. ___", respectively. These envelopes containing the original and the copies (duplicate and triplicate) shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall, as specifically indicated in the **BDS**,
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

C. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared "Late" and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, 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.

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

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

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".

24.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose

first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

- 24.3. 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. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(v) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

D. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
- (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
 - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
 - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
 - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national 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 or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in

existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.

- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.

28.5. Unless otherwise indicated in the **BDS**, the Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

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

29. Post-Qualification

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

29.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

- (a) Tax clearance per Executive Order 398, Series of 2005;
- (b) Latest income and business tax returns in the form specified in the **BDS**;
- (c) Certificate of PhilGEPS Registration; and
- (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.

29.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of GOCCs and GFIs, the period provided herein shall be fifteen (15) calendar days.

30. Reservation Clause

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

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

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

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

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or

- (d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

E. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the notice from the BAC that the Bidder has the LCRB;
 - (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.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in the Terms of Reference.

32. Signing of the Contract

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

- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- (d) Performance Security;
- (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
- (f) Notice of Award of Contract; and
- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(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; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with

	respect to total amount of security
--	-------------------------------------

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

34. Notice to Proceed

34.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.

34.2. The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the **BDS**.

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is the Department of Transportation and Communications.</p> <p>The name of the Contract is Project No. 4 Rehabilitation of 21 Units LRT1 BN LRVs (Re-bid).</p> <p>The Project Duration/Contract Period must be TWELVE (12) MONTHS.</p> <p>The Terms of Reference (TOR) of this Contract is provided in the Bid Documents and which is made as an integral part hereof.</p>
2	<p>The Funding Source is:</p> <p>The Light Rail Transit Authority (LRTA) through the NATIONAL GOVERNMENT in the amount of ONE HUNDRED FIFTY MILION PESOS (Php 150,000,000.00) ONLY.</p>
5.1	No further instructions.
5.2	Foreign firms and entities can participate pursuant to ITB Clause No. 5.2 (c) & (d).
5.4	<p>The Bidder must have completed, within TEN (10) YEARS from the submission of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to any contract <i>involving the repair and rehabilitation of rolling stock or bus car body, implements and accessories including installation, testing and commissioning thereof</i>.</p>
5.5	No further instructions.
6.3	No further instructions.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable
9.1	The Procuring Entity will hold a pre-bid conference for this Contract on 21 September 2012, at 8 o'clock in the morning at the DOTC Multi-purpose Hall, 16th Floor, Columbia Tower, Brgy. Wack-Wack, Ortigas Ave., 1555 Mandaluyong City .
10.1	

	<p>The Procuring Entity's address is: Unit 165, 16th Floor, Columbia Tower, Brgy. Wack-Wack, Ortigas Ave., 1555 Mandaluyong City, Philippines</p> <p><i>Contact Person:</i></p> <p>Asst. Sec. Catherine Jennifer P. Gonzales Head, BAC Secretariat Tel. No. (+632) 727-6401 (+632) 725-9164 Email: dotcbacsec@yahoo.com Fax No. (+632) 723-5004 Website: dotcmain.gov.ph</p>
<p>12.1</p>	<p>The First Envelope shall contain the eligibility and technical documents stated in the ITB. However, if the bidder maintains a current and updated file of its Class "A" documents with the Procuring Entity, a certification to that effect issued by its BAC may be submitted in lieu of the Class "A Documents.</p> <p>For purposes of the bid opening, the BAC will accept the certified true copy/ies of the required foreign issued document/s. However, the authenticated copy/ies of said foreign issued documents must be submitted by all the bidders who passed the eligibility and technical requirements within three (3) weeks from bid opening date. Otherwise, bidder will not be considered for post-qualification in accordance with Sections 34.5 and 34.7 of the Revised IRR of Republic Act No. 9184.</p> <p>Further, the required Product Warranty Certificate/s, and Certificate/s of Distributorship/Dealership found in BDS Clause 12.1 (b) (ii) can likewise be submitted by all the bidders who passed the eligibility and technical requirements within three (3) weeks from bid opening date. Otherwise, bidder will not be considered for post-qualification in accordance with Sections 34.5 and 34.7 of the Revised IRR of Republic Act No. 9184.</p>
<p>12.1(a)(i)</p>	<p>No other acceptable proof of registration is recognized.</p>
<p>12.1(a)(iii)</p>	<p>Please see required Form Nos. 1 and 2; statements of the on-going and completed contracts, respectively.</p>

12.1(b)(ii)

Bidders must submit aside from the Technical Specifications of its offer as required in Section VI. Terms of Reference, the following duly signed additional Technical Proposal Documents that must be included in its First Envelope, to wit:

1. **Project Duration/Contract Period;**
2. **Work Plan;**
3. **Personnel Requirement** (with duly Accomplished **Curriculum Vitae** of all involved key personnel who will be assigned to the Project;

The following key personnel are primarily required for the project and must meet the indicated experience requirement:

- a. **Project Manager** – at least Ten (10) year project management experience in a rolling stock or bus body rehabilitation/repair project.
- b. **Alternate Project Manager** – the same experience requirement as that of the Project Manager (to be deployed only upon failure to engage the nominated primary Project Manager)
- c. **Mechanical Supervisor** – Licensed Mechanical Engineer with at least Eight (8) Year supervisory experience in a rolling stock or bus body rehabilitation/repair project.
- d. **Electrical Supervisor** – Licensed Electrical Engineer with at least Eight (8) Year supervisory experience in a rolling stock or bus body rehabilitation/repair project.
- e. **Quality Assurance Engineer** – License Engineer with at least Five (5) Year experience in quality control/assurance in a rolling stock or bus body rehabilitation/repair project.
- f. **Safety Engineer** – at least Five (5) Year experience in the implementation and supervision of safety programs, activities, standards and policies in an industrial workshop.
- g. **Technician (mechanical, electrical/pneumatic/electronics)** – at least Six (6) Year experience in rolling stock or bus body rehabilitation/repair project.
- h. **Welder** – at least Six (6) Year welding works experience.

4. **Safety Plan;**
5. **Logistical Plan and Requirements;**
6. **Storage and Protection Plan;**
7. **Quality Control Plan;**
8. **Testing and Acceptance Plan;**
9. **Bar or Gantt chart of its Work Schedule and Work Methodology;**
10. **Product Warranty Certificate from the manufacturer attesting that the goods being supplied and delivered are free from design and manufacturing defects two years (2) from final acceptance;**
11. **Installation and Commissioning Warranty Certificate from the bidder that the installation and commissioning and other related service rendered shall be free from workmanship and service defects two (2) years from final acceptance;**

Specifically, the Product Warranty Certificate of the following shall be required and must be submitted:

- a. **PAMICROPHONE REPLACEMENT**

	<p><i>b. PA SPEAKERS (Interior)</i> <i>c. KHEOPS (Including Cable and Pins)</i></p> <p>12. Affidavit of Site Inspection (Please see Form No.3);</p> <p>13. Product Brochures, Specifications and Technical Drawings which must be in English; and,</p> <p>14. Manufacturer’s Installation and Maintenance Manual / Guidelines / Literature which must be in English.</p> <p>Bidders must also submit and include in the First Envelope as part of its Technical Proposal Documents the following:</p> <ol style="list-style-type: none"> 1. Company Profile typed in company letterhead/stationery which shall state/indicate the following information: <ol style="list-style-type: none"> a) E-mail address and telephone/fax numbers of the company including its branch office/s, if any; b) Numbers of years in the supply/ manufacture or repair/rehabilitation of rolling stock or bus body including the supply and installation of related implements and accessories; c) List of major stockholders, board of directors and key officials; d) Details of completed single contract requiring the repair and rehabilitation of rolling stock or bus car body within the last TEN (10) YEARS with a value of at least 50% of the approved budget of the contract, indicating the country where repair and/or rehabilitated was done, types of rolling stock or car body repaired or bus car body repaired and/or rehabilitated, date of contract, total amount of contract and date completed; 2. Copy of Certificate Distributorship / Dealership of the particular brand(s) offered in the bid, if supplier is not the manufacturer, duly authenticated by the Philippine Consulate in the place where said certificate is issued; 3. Bureau of Internal Revenue Registration Certificate; 4. Valid appointment in the form of Board Resolution and/or Board Secretary’s Certificate with specimen signature of the Bidder’s authorized representative to transact with DOTC and LRTA relative to the subject procurement process and/or signatory in all the required tender documents, including the authority to enter into a Joint Venture Agreement (JVA) (if applicable), and appoint the lead partner and representative of the JVA. If executed abroad, the same must be duly authenticated by the Philippine Consulate in the place of execution.
12.1 (b)(iii)	Please see required Form No. 4.
	Please see required Form No. 5.

13.1	
13.1 (c)	Please see required Form No. 6 .
13.2	The ABC is ONE HUNDRED FIFTY MILION PESOS (PhP 150,000,000.00) ONLY . Any bid with a financial component exceeding this amount shall not be accepted.
15.4	<p>Bid Prices shall be fixed. Adjustable price proposals shall be treated as non-responsive and shall be rejected.</p> <p>Price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity.</p>
16.1	The bid prices must be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	The bids shall be valid from ONE HUNDRED TWENTY (120) CALENDAR DAYS from the date of opening of bids.
18.1	<p>The bid security shall be in the following amount:</p> <ul style="list-style-type: none"> A. Php3,000,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; B. Php 7,500,000.00, if bid security is in Surety Bond; or C. Any combination of the foregoing proportionate to the share of form with respect to total amount of security. <p><i>Note: For items B and C, it is necessary to attach the original copy of the OFFICIAL RECEIPT (O.R.) which correspond to the payment of premium as well as a copy of a Certification duly signed by the Insurance Commission authorizing such surety or insurance company to issue such security.</i></p>
18.2	The bids security shall be valid from ONE HUNDRED TWENTY (120) CALENDAR DAYS from the date of opening of bids.
18.5(a)(iv)	

	<p><i>Additional grounds for forfeiture of bid security:</i></p> <ol style="list-style-type: none"> 1. Submission of eligibility requirements containing false information or falsified documents. 2. 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. 3. Allowing the use of one's name, or using the name of another for purposes of public bidding. 4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid. 5. Refusal or failure to post the required performance security within the prescribed time. 6. 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. 7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor. 8. Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful. 9. 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.
18.5(b)(iii)	No further instructions.
20.1	No further instructions.

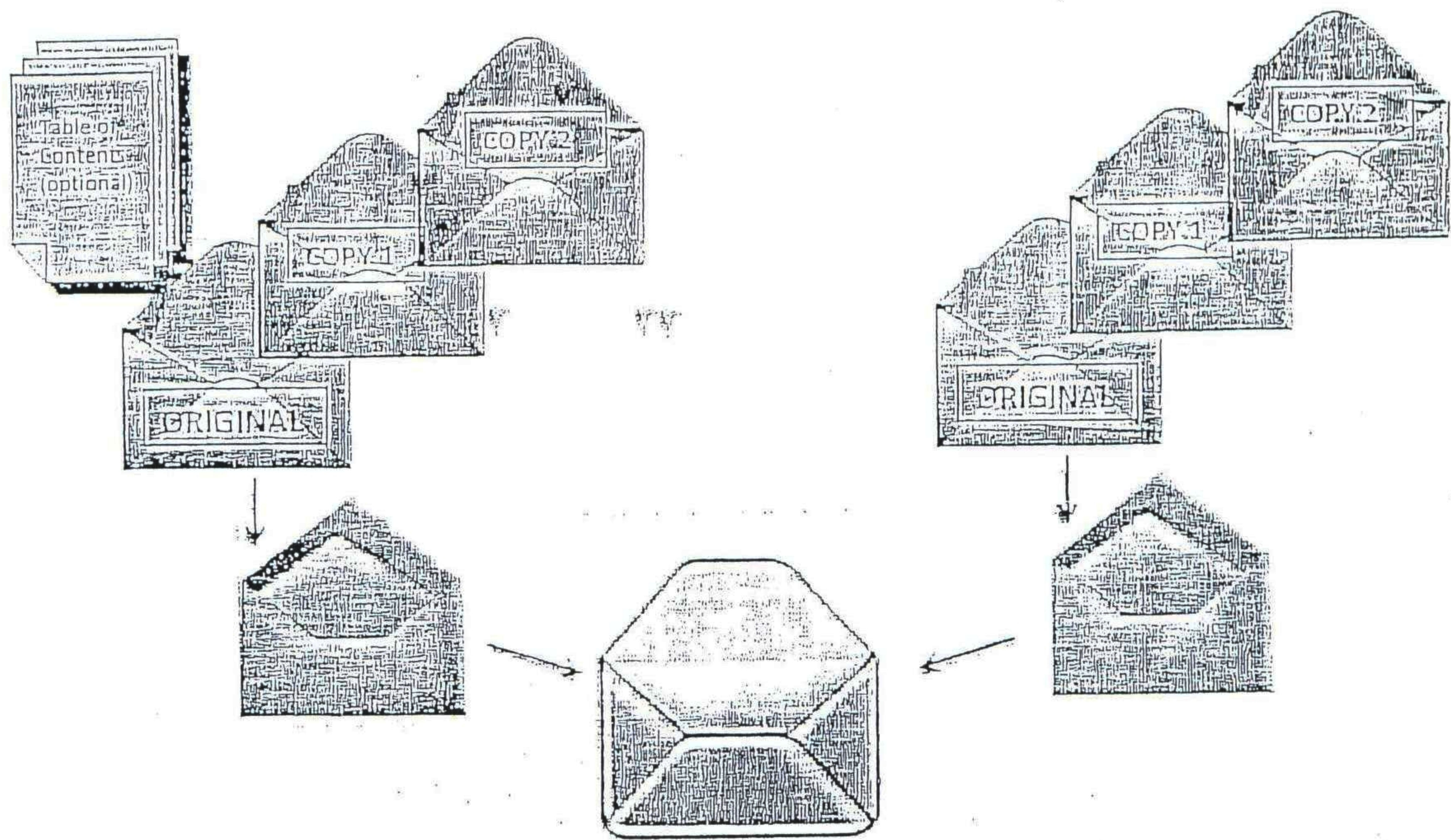
20.3	<p>Each Bidder shall submit one (1) set of original and two (2) copies each of the first and second components of its bid in two (2) separate envelopes duly marked as instructed herein. (At the option of the bidder, a third envelope duly marked as such may be submitted containing CERTIFIED TRUE COPIES of the following, to wit: Tax Clearance, Latest Income and Business Tax Returns for the last six (6) months filed through the BIR-EFPS, and Certificate of Philgeps Registration).</p> <p>Each prospective bidder shall accomplish a <i>duly signed one (1) page summary</i> indicating or outlining therein the <i>number of pages comprising each set of documents</i> submitted in compliance to the Technical and Financial Components of its bid, respectively, including the <i>total</i> number of pages forming each of two components.</p> <p>The bidders shall prepare and submit simultaneously their eligibility documents & technical proposals, and bid proposals, in three (3) sets, securely sealed in an envelope. Please refer to attached drawings for proper markings and sealing of envelope, BDS Annexes “1” and “2”.</p> <p>The bidders must also submit and include in the First Envelope (referred to in BDS 12.1 and 12.1(b) (ii)) the original copy of the Bidding Document duly bought and obtained from DOTC and each and every issued Bid Bulletin/Supplemental duly stamped and signed by the bidder on each and every page thereof as illustrated in hereto attached BDS Annex “3”.</p>
21	<p>The address for submission of bids is DOTC –BAC Secretariat Unit 165, 16th Floor, Columbia Tower, Brgy. Wack-Wack, Ortigas Ave., 1555 Mandaluyong City</p> <p>The deadline for submission of bids is on 04 October 2012 at 1:00 in the afternoon.</p>
24.1	<p>The place of bid opening is at DOTC Multi-purpose Hall, 16th Floor, Columbia Tower, Brgy. Wack-Wack, Ortigas Ave., 1555 Mandaluyong City.</p> <p>The date and time of bid opening is at 1 o’clock in the afternoon on 04 October 2012.</p>
25.1	No further instructions.
27	No further instructions.
28.3 28.3 (b)	No further instructions.
28.5	No further instructions.
29.2(b)	The latest income tax returns, and the business tax returns for the last six months, preceding the date of bid submission are those that were filed through the BIR-EFPS.

29.2(d)	No further instructions.
32.4(g)	No further instructions.
34.2	The “Effective Date” of the Contract is the date of receipt by the winning bidder of the Notice to Proceed or the date provided in the Notice to Proceed.

SEALING AND MARKING OF BIDS

FIRST ENVELOPE
(Eligibility and Technical
Requirements)

SECOND ENVELOPE
(Financial Requirements)



SEALING AND MARKING OF BIDS

ORIGINAL / COPY NO. _____

[BIDDER'S COMPANY NAME]

[COMPANY'S OFFICE ADDRESS]

BIDDING FOR: _____

(Project Name)

THE CHAIRMAN
BIDS AND AWARDS COMMITTEE (PRIMARY)
DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS (DOTC)
UNIT 165, 16th FLOOR, COLUMBIA TOWER, BRGY. WACK-WACK,
ORTIGAS AVENUE, 1555, MANDALUYONG CITY, PHILIPPINES

DO NOT OPEN BEFORE [TIME AND DATE OF BID OPENING]

SAMPLE STAMP

WITH OUR CONFORMITY

NAME OF COMPANY/BIDDER

NAME & SIGNATURE
AUTHORIZED REPRESENTATIVE

SECTION IV. General Conditions of Contract

TABLE OF CONTENTS

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

General Conditions of Contract

1. Definitions

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

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

- (m) The “Effective Date” of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

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

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

3. Inspection and Audit by the Funding Source

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

4. Governing Law and Language

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

5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of

the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

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

6. Scope of Contract

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

7. Subcontracting

- 7.1. Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

8. Procuring Entity's Responsibilities

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

9. Prices

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

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

10. Payment

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

11. Advance Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of R.A. No. 9184.
- 11.2. For Goods supplied from abroad, the terms of payment shall be as follows:
- (a) On Contract Signature: Ten percent (10%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VII. Bidding Forms.
 - (b) On Delivery: Seventy (70%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods

and upon submission of the documents (i) through (vi) specified in the SCC provision on delivery and Documents.

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

- 11.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

12. Taxes and Duties

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

13. Performance Security

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

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

14. Use of Contract Documents and Information

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

15. Standards

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

16. Inspection and Tests

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

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

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

17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

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

19. Liquidated Damages

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

20. Settlement of Disputes

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

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

21. Liability of the Supplier

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

22. Force Majeure

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

23. Termination for Default

23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

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

25. Termination for Convenience

25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not

limited to, fortuitous event(s) or changes in law and national government policies.

- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1 (a);
 - (b) Drawing up or using forged documents;
 - (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar

days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

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

is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

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

29. Contract Amendment

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

30. Application

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

Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is the DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS.
1.1 (i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1 (j)	The Funding Source is the National Government of the Philippines (GOP) in the amount of ONE HUNDRED FIFTY MILION PESOS (PhP 150,000,000.00) ONLY .
1.1 (k)	The Project Site is at the LRTA Line 1 System Revenue Line.
2.1	No Further Provisions
5.1	<p>The Procuring Entity’s address for Notices is:</p> <p style="text-align: center;">The Columbia Tower, Ortigas Avenue Wack-wack, Mandaluyong City Tel. No. _____ Email Address: _____ Facsimile No. _____</p> <p>The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.”</i></p> <p><i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p>

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Terms of Reference. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

For Goods supplied from within the Philippines:

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

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

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;

- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the 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) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]*.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in the Terms of Reference:

Select appropriate requirements and delete the rest.

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

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

Spare Parts –

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

Select appropriate requirements and delete the rest.

- (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 the Terms of Reference and the cost thereof are included in the Contract Price

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *[insert here the time period specified. If not used insert time period of three times the warranty period]*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within *[insert appropriate time period]* months of placing the order.

Packaging –

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

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

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

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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

Insurance –

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

Transportation –

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

Where the Supplier is required under this Contract to transport the Goods to a

	<p>specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
9.2	<i>"No further Provisions"</i>
10,1	<i>"No further Provisions"</i>
10.4	<i>"No further instructions"</i>
13.1	<i>"No further Provisions"</i>
13.4 (c)	<i>"No further instructions"</i>
16.1	Refer to Terms of Reference.
17.3	<p><i>If the Goods pertain to Expendable Supplies: Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</i></p> <p><i>If the Goods pertain to Non-expendable Supplies: One (1) year after</i></p>

	acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is <i>TWO (2) YEARS from Final Acceptance.</i>
21.1	<i>“No additional provision.” However, if the Supplier is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i>

TERMS OF REFERENCE

Project No. 4

REHABILITATION OF TWENTY ONE (21) UNITS LRT1 BN LRV's (Phase 1) (Re-bid)

BACKGROUND / DESCRIPTION

The Rolling Stock Car Body Rehabilitation Project in 1997 involves car body repair, repainting, replacement of passenger seats, installation of side skirts, stanchions and replacement of major train electrical and mechanical equipment.

Fourteen years after the said project, excessive corrosion is evident on roofing due to normal wear and tear causing water leaks during rainy season including severe rust formation which can be found anywhere around the car body exterior making the aesthetic appearance of the 1st generation vehicles not appealing to the riding public. Rubber floor matting is already worn out and wooden plywood underneath it is already rotten and dilapidated. The driver's cab control lamp indications, push button switches, etc. are also in bad condition including defective driver's cab seat requiring replacement.

The result of the rehabilitation is expected to bring an improved aesthetic appearance and reliability to the old BN cars. Most importantly, the useful life of the said vehicles for the next decade ahead.

1.0 SCOPE OF WORK

The work shall include the labor, supervision, supply of spare parts, delivery, repair, installation, testing, commissioning and hand-over including defects liability for the rehabilitation of twenty one (21) BN LRV's (Phase 1). The following shall include but not limited to the following: (refer details to annex A of TOR)

Identity of 21 BN LRVs: 1001, 1004, 1005, 1008, 1010, 1012, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1028, 1029 & 1030

- 1.1 Replacement of roofing and insulation
- 1.2 Replacement of wooden flooring and rubber matting
- 1.3 Car body repair
- 1.4 Car body exterior repainting including roof, door stanchions and driver's cab console
- 1.5 Replacement of door, window, grill rubber mouldings and rubber bumpers
- 1.6 Replacement of door rubber profile and steel door trims
- 1.7 Replacement of headlights and driver's cab push buttons and control lamps
- 1.8 Replacement of interior door indicator lamp, chimes, ballasts, lamps, holders and diffusers
- 1.9 Installation of external door indicating lamps
- 1.10 Replacement of microphones and speakers
- 1.11 Repair of driver's cab seat re-upholstery
- 1.12 Replacement of all stickers and decals
- 1.13 Installation of driver's cab windows and partition glass tint
- 1.14 Replacement of kheops connector set (including cables and pins)
- 1.15 Installation of external door step ladders
- 1.16 Vehicle testing and troubleshooting
- 1.17 Complete vehicle cleaning and buffing of windshield
- 1.18 Commissioning test, hand-over and acceptance of vehicles
- 1.19 Restoration of paint booth and sand blasting facilities
- 1.20 Defects liability period

2.0 SITE / EQUIPMENT INSPECTION

The Contractor shall conduct thorough inspection of the BN vehicles, the conditions for their own assessment, determination and satisfaction, of the needed parts per vehicle, its quantities, and the corresponding fabrication and installation works necessary to complete the scope of work.

The Contractor by act of submitting its Bid shall be deemed to have inspected and determined the general conditions and characteristics of the contract works to bid. The BAC shall require an affidavit of such site inspection from the bidder.

3.0 PROJECT LOCATION

The rehabilitation works under consideration in this Contract shall be performed inside the workshop at LRTA Line-1 Depot, LRTA Compound, Aurora Boulevard, Pasay City.

4.0 VEHICLE TECHNICAL SPECIFICATIONS

Type	:	8-axle, double articulated LRV
Seating capacity	:	81
Standees	:	293 @ 7 pax / m ²
Full load capacity	:	374 passengers
Body length	:	29.28 meters
Body width	:	2.485 meters
Weight (unloaded)	:	46 tons (after ACU installation)
Max. service speed	:	60 km/h
Acceleration	:	1 m/s ² at normal load of 7 pax/m ²
Average service deceleration	:	1.3 m/s ² at normal load of 7 pax/m ²
Average emergency deceleration	:	2.08 m/s ² at normal load of 7 pax/m ²

5.0 CONTRACT PERIOD

- 5.1 The Contractor agrees and obligates itself to perform and complete all works required under the Contract and Contract Documents within **twelve (12) months** and to proceed **ten (10) days** after receipt of notice to proceed.
- 5.2 When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost delayed goods scheduled for the delivery for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned.
- 5.3 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 to the supplier, or collected from any securities or warranties posted by the supplier, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed **ten percent (10%)** of the total contract price, in which event the procuring entity concerned shall automatically **rescind** the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

6.0 CONTRACT PRICE AND PAYMENT

- 6.1 THE CONTRACT PRICE
Price quotation shall be in current terms and costs/ price breakdown shall be made in accordance with the bidding form.

6.2 TERMS/CONDITION OF PAYMENT

Payment will be on a milestone basis upon submission of complete documents and acceptance by LRTA.

In consideration of the performance of the services by the Contractor, LRTA shall pay the Contractor in Philippine Currency.

Final payment shall be made, only, after the full completion of the project and all the services have been delivered, completed and accepted.

7.0 WARRANTY

- 7.1 The Contractor shall be responsible for any defect or failure of the repair, material or workmanship for the whole of Defects Liability Period twenty four (24) months.
- 7.2 Warranty shall start from the date of final acceptance of work. Final acceptance can be per trainset basis.
- 7.3 Warranty shall cover the replacement and/or repair of damaged/defective car body and/or paint due to workmanship, including cost of repair, materials, labor, dismounting/remounting of parts, shipping, insurance and taxes, as may be necessary.
- 7.4 In order to assure that defects shall be corrected by the Contractor, a warranty security shall be required from the Contractor for the period of two (2) years after performance & completion of the contract and acceptance of materials provided and services rendered. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least ten percent (10%) of the total contract price or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period; Provided, however, that the goods supplied and services rendered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

8.0 QUALITY CONTROL REQUIREMENTS AND CRITERIA FOR ACCEPTANCE

- 8.1 Works shall be performed in accordance with the approved submittals.
- 8.2 All equivalent materials that will be used for the repair/replacement and restoration of the vehicle shall be submitted to LRTA for approval prior to the execution of works. No alteration of any parts, components is allowed without prior consent of the Authority.
- 8.3 The Contractor shall submit of work methodology for painting and testing procedures according to manufacturer's specifications and industry approved standards subject to the approval of the Authority.
- 8.4 Checking of the paint film thickness during the stages of painting process shall be at the discretion of the Authority.
- 8.5 Vehicle's electrical, electronics and mechanical functions, features, structural/aesthetic dimensions and appearance shall be identical to that of the other 1st generation vehicles.
- 8.6 The Contractor shall initiate, schedule and coordinate all tests and inspection.
- 8.7 The Contractor shall provide and maintain all measuring and testing devices, instruments, etc. necessary for the accomplishment of all the required tests.

- 8.8 Submission of weekly report indicating progress accomplishment schedule, finished tasks, photos, materials used, etc. and final report upon full completion of the project.
- 8.9 All works shall be inspected by LRTA prior to acceptance.
- 8.10 Acceptance of works by LRTA will constitute as the certification of completion of work/s and basis for billing.

9.0 OTHER TERMS AND CONDITIONS

Other terms and conditions are contained in **ANNEXES A, B, C and D** which is attached hereto and made integral part of this Terms of Reference.

Prepared by:

ENGR. RIZALDY L. FARIÑAS
Senior Engineer A

ENGR. JEROME ERIK B. ENRIQUEZ
Principal Engineer B

Reviewed by:

ENGR. LORELIE L. REYES
OIC, Line 1 RSIS Division

Recommending Approval:

ENGR. JULITO Z. BERNALES
OIC, Lines 1 & 2 Engineering and Maintenance Department

Approved by:

ENGR. EMERSON L. BENITEZ
OIC, Administrator

PROJECT No. 4 : REHABILITATION OF TWENTY ONE (21) UNITS LRT1 BN LRV's (Phase 1) Re-bid

“SCOPE OF WORK” AND “TECHNICAL SPECIFICATIONS”

A. SCOPE OF WORK

- 1. Pre-inspection of Vehicles**
- 2. Dismounting of Mechanical and Electrical Equipment**
 - 2.1 Dismounting of air-conditioning units and other roof-mounted equipment
 - 2.2 Dismounting of all doors, windows, grills and glass panels rubber mouldings
 - 2.3 Dismounting of passenger seats, stanchions, lighting fixtures, passenger under seat equipment and air-conditioning unit air ducting
 - 2.4 Dismounting of interior side wall panels
 - 2.5 Dismounting of roof mounted insulation
 - 2.6 Dismounting of floor rubber matting and marine plywood
 - 2.7 Dismounting of driver's cab seat, partition, driver's cab dashboard push buttons and indicating lamps, microphone and speakers
 - 2.8 Dismounting of bumper assembly and side skirts
 - 2.9 Dismounting of all door assembly
 - 2.10 Dismounting of headlight assembly and Kheops assembly connector set
- 3. Car Body Repair**
 - 3.1 Complete stripping of paint on roof and exterior wall panels
 - 3.2 Removal of cement putty
 - 3.3 Sand blasting of entire exterior panels
 - 3.4 Cutting, repair and complete replacement of roof panels including remounting of all roof-mounted equipment, brackets, etc. and all other attachments
Note: Secure jigs/supports to avoid misalignment of car body after reinstallation of roof panels
 - 3.5 Replacement of all corroded body sidings, front and rear panels including door trims
 - 3.6 Car body repair
 - 3.7 Dye and Water leak test for the roof panel
- 4. Painting Works**
 - 4.1 Car body exterior paint preparation
 - 4.2 Car body exterior repainting including roof, roof supports and frames, door stanchions and driver's cab console, bumpers, side skirts, etc.
- 5. Replacement / Remounting / Installation of LRV Components After Body Repair and Painting**
 - 5.1 Remounting of air-conditioning units and other roof-mounted equipment
 - 5.2 Installation of roof insulation
 - 5.3 Replacement of wooden flooring and rubber floor matting
 - 5.4 Remounting of interior side wall panels
 - 5.5 Cleaning and remounting of air-conditioning unit air ducting, lighting fixtures
 - 5.6 Remounting of under seat equipment, passenger seats, stanchions and door assembly
 - 5.7 Remounting of all doors, windows, grills and glass panels rubber mouldings and rubber profiles
 - 5.8 Replacement of interior door indicator lamp, chimes, ballast, lamps, holders and diffusers
 - 5.9 Installation of external door indicating lamps
 - 5.10 Remounting of driver's cab dashboard push buttons and indicating lamps, driver's cab seat and partition

- 5.11 Replacement of microphones and speakers
 - 5.12 Installation of driver's cab window glass and partition glass tint
 - 5.13 Installation of stickers and decals
 - 5.14 Installation of driver's cab seat
 - 5.15 Installation of external door step ladders
 - 5.16 Replacement of headlight assembly and Kheops connector set
 - 5.17 Complete cleaning of vehicle interior and buffing of windshield
 - 5.18 Installation of side skirts and remounting of bumper with new rubber
- 6. Vehicle Testing and Troubleshooting**
Functional testing of LRV, troubleshooting, low speed and hi-speed testing
- 7. Commissioning, Hand-over and Acceptance of vehicles**
- 8. Defects Liability Period**
- 9. Restoration of paint booth and sand blasting facilities**
The Contractor shall make operational major and minor equipment at the paint booth and sand blasting facilities

B. TECHNICAL SPECIFICATIONS

- 1 Car body metal sheet panel is made up of steel with copper (Corten A 09CuPCrNi-A):
Roof panel: 2400x1250x2.5mm thick
Side panel: 2400x1250x2.5mm thick
- 2 Flooring
Marine plywood: 16mm thick
Floor matting rubber: red color, coin grid-loc tiles, 1,200mm x 20ft; 1,000mm x 20ft
- 3 Car body insulation
Glass mineral wool, 25.0mm thick with additional aluminum foil, thermal and acoustic insulation
- 4 Car body external panel
Waviness of external panel shall not exceed 5.0mm within area of 1.0 sq. meter
- 5 Paint colors (Based on the existing color scheme of LRT1 LRV's)
Paint type: Polyurethane
Paint application: using primer, base coat, top coat and clear coat
Color: White
Yellow
Blue
Beige
- 6 Door male and female rubber profile:
Material: Rubber
Hardness: 80-85 shore A
- 7 Rubber mouldings for doors, windows, grills and glass panels
Material: Rubber
- 8 Rubber bumper
Material: Rubber

- 9 Driver's cab seat re-upholstery
Material: Black leather with foam cushion
- 10 Stickers and decals (various sizes and quantity)
Material: Traffic grade reflectorized sticker
- 11 Glass Tint
Color: Dark
90% UV protection and heat rejection (minimum)
- 12 Kheops
Raychem cable with 63 conductors or its approved equivalent
CMC 1592 electrical connector with pins or its approved equivalent
- 13 External door step ladders
Material: Stainless steel 2.0mm thickness (minimum)

PROJECT No. 4: REHABILITATION OF TWENTY ONE (21) UNITS LRT1 BN LRV's (Phase 1) Re-bid**1.0 RESPONSIBILITIES OF THE CONTRACTOR**

- 1.1 Satisfactorily render, perform, deliver, finish and complete all of the works stipulated under Clause 1.0 Project Scope of Work and its sub-clauses of the TOR.
- 1.2 Procure all imported spare parts or materials, if there is a need for such, and include the lead time for their ordering, delivery and receipt, and reasonably maintain substantial inventory of needed materials and spare parts in its own warehouse. Tariffs, duties, taxes, and all other payments to be made for the delivery of all spare parts or materials shall be to the full account of the Contractor.
- 1.3 Provide for itself storage compartments and facilities for its tools, equipment, and materials necessary for the project. Such storage compartments and facilities as well as the tools, equipment, and materials prior to their entry to the premises of the LRTA Line 1/2 Systems, should be duly covered by an approved entry pass and the same must be presented during withdrawal/s in the presence of authorized LRTA personnel.
- 1.4 Formally signify its intent to alter any existing LRTA facility/ies, if there is a need for the efficient delivery of the subject work/s, i.e., electrical and mechanical disconnection and disassembly, within the identified and designated work area/s.
- 1.5 Strictly adhere to the Work Program, Schedule and Work Methodology it has submitted and approved, and accepted by LRTA for the timely completion of the project as well other related documents.
- 1.6 Ensure at all times that any work activity work will not in any manner cause any form of delay in the day-to-day operation of the LRTA Line 1/2 System.
- 1.7 Notify LRTA in writing of any incident/accident occurring during the performance and delivery of the contract soonest time possible but should not be later than twenty four hours (24 hrs.) from occurrence of said accident/incident.
- 1.8 Assume full responsibility of the conduct of all its employees during the execution of the contract. Safety of its workers, LRTA employees and all other individuals within the designated workplace should always be part of the prime concern of the Contractor.
- 1.9 Ensure that while performing the services, the behavior of all its employees shall conform to generally accepted standards and act in a manner consistent with the physical safety of all persons in LRTA premises. LRTA reserves the right to remove from or to refuse admittance to its premises any person engaged in performing the services who, in the judgment of concerned LRTA personnel/staff is affected by alcohol, drugs or any intoxicating substance or banned by Philippine law, or who for any other reason be deemed incapable of reliably carrying out the prescribed duties and responsibilities. Drug test results for employees shall be submitted to LRTA prior to actual deployment of the concerned employee.
- 1.10 Immediately stop/cease/abort any work in progress and/or clear the work area/s concerned if needed and upon receipt of a written order from LRTA.
- 1.11 Shoulder the notarial fee for the Contract.

- 1.12 Provide the needed and required manpower to satisfactorily finish the subject contract, taking in for consideration the following concerns:
 - 1.12.1 Ensure that all personnel are adequately trained for their respective individual jobs/assignments/duties;
 - 1.12.2 Ensure that each personnel is at all times free from any communicable diseases, and is physically and mentally fit for each job assignment/duty;
- 1.13 The Contractor shall, as soon as practicable prior to the commencement of the services, submit to LRTA the names of its nominated personnel, designation, and home address, for the proper issuance of an approved duty/access pass. LRTA reserves the right to refuse entry to any personnel of the Contractor whose name does not appear in the approved roster or listing of personnel with duly issued duty/access pass.
- 1.14 Apply for needed work clearance/s from LRTA forty eight (48) hours before the commencement of work.
- 1.15 Twenty four (24) hours prior to any approved night work schedule, the Contractor should formally notify LRTA in writing of such schedule and attach the duly approved work clearance for immediate reference and allocation of the needed personnel by LRTA.
- 1.16 Provide all the necessary and mandated bonds such as but not limited to, performance, warranty and third party bonds within the specified period. Warranty for the work done and materials/spare parts delivered and installed must be free from any form of defect two (2) years from their installation and commissioning.
- 1.17 Immediately replace free of labor and material/s charge/s and cost/s any identified defective materials/spare parts delivered and installed by them.
- 1.18 The Contractor shall formally notify LRTA of its intent to submit conceptual design/s or spare parts or any material/s due for installation/use on the subject contract for purposes of technical analysis, testing, and acceptance.
- 1.19 All the required measuring and testing equipment and devices for the conduct of acceptance procedure/s shall be for the full account of the Contractor.
- 1.20 The Contractor shall warrant that it has all the necessary permits and clearances from concerned government agency/ies for the execution of the works subject of the Contract.
- 1.21 In the event that the Contractor fails to complete the works within the specified duration, the Contractor shall pay LRTA by way of liquidated damages as defined in Clause 3 of the TOR. The liquidated damages shall be imposed by the sole fact of delay, and it is not necessary that LRTA suffered lost of production, profits, business opportunity or any other indirect or consequential damages by reason of the said delay.
- 1.22 For security purposes, each employee of the Contractor shall have a valid NBI clearance prior to and during his employment under the Contract.
- 1.23 The Contractor shall shoulder the cost for the payment of utilities such as water and electricity consumption.
- 1.24 Used parts shall be properly cared of, inventoried and turned-over to LRTA.

2.0 RESPONSIBILITIES AND RIGHTS OF THE LRTA

- 2.1 Pay the Contractor the cost of works duly accepted and covered with the necessary documentation within the prescribed period.
- 2.2 Attend to the needs of the Contractor upon presentation of a formal notice.
- 2.3 Monitor the over-all performance of the Contractor for the whole duration of the contract.
- 2.4 The LRTA has the right to reject any or all bids and/or to declare a failure or bidding if there is, among others, reason to suspect an evident collusion among Contractors resulting in no competition; and to waive any defect therein and to accept bids considered most advantageous to the LRTA and the Philippine Government in general.
- 2.5 Staging area for use of the contractor for the project shall be provided by LRTA free of charge.

3.0 QUALITY CONTROL REQUIREMENTS AND CRITERIA FOR ACCEPTANCE

- 3.1 All works/jobs done shall fully conform to all approved and issued bid and contract documents [instructions to bidders, specifications, terms of reference, plans, repair/rehabilitation methodology, submittals, quality workmanship, punch list/balance of works, and all other documents issued and received by the Contractor].
- 3.2 All materials but which shall not be limited to its conceptual design/s and spare parts shall be subject for submission for purposes of inspection, testing and acceptance by the LRTA.
- 3.3 All measuring and test devices and equipment shall be duly covered by a valid certificate of calibration from concerned regulatory agency/ies.
- 3.4 The Contractor shall submit:
 - 3.4.1 Certified True Copy of the Notice of Award/Notice to Proceed
 - 3.4.2 Bar Chart Schedule and S-Curve showing among others the comparison of planned vs. actual done activities.
 - 3.4.3 Project pictorials on weekly intervals upon receipt of the Notice to Proceed with caption including negatives in any form of electronic media, i.e. cd's, dvd's, USB's.
 - 3.4.4 Quality Control Inspection Reports
 - 3.4.5 Test Reports and Certificates
 - 3.4.6 As-built drawings, 3 sets original in A3 format (including electronic copy).
 - 3.4.7 Copies of approved changes in design/specification/contract documents.

4.0 BOND REQUIREMENTS

4.1 PERFORMANCE BOND

4.1.1 Within ten (10) calendar days from receipt of Notice of Award, the winning bidder shall be required to post a performance security in favor of LRTA according to the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash, Manager's/Cashier's Check, Bank Draft/Guarantee confirmed by a Universal of Commercial Bank	Five percent (5%)
b) Irrevocable Letter of credit issued by a Universal Bank: Provided however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
c) Surety Bond callable on demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%)
d) Any combination of the foregoing	Proportionate to share of form with respect to total amount of security

4.1.2 If the performance security is in the form a bank guarantee it must be confirmed by a reputable local bank on in the case of a foreign winning bidder, bonded by a foreign bank.

4.1.3 Subject to the conditions of the contract, the performance security may be released after the issuance of the "Certificate of Completion and Acceptance" of the goods provided and services rendered and that there are no claims filed against the contractor or its bondsmen.

4.1.4 The winning bidder shall post additional performance security proportionate to cover any increase of more than ten percent (10%) over the original value of the contract, or extend the validity of the performance security to cover, approved contract time extensions, if any.

4.2 WARRANTY BOND

4.2.1 In order to assure that defects shall be corrected by the Contractor, a warranty security shall be required from the Contractor for the period of two (2) years after performance & completion of the contract and acceptance of materials provided and services rendered. The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least ten percent (10%) of the total contract price or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period; Provided, however, that the goods supplied and services rendered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

5.0 GENERAL TERMS AND CONDITIONS

- 5.1 LRTA may at any time terminate the Contract forthwith if, in the reasonable opinion of LRTA, the Contractor is in breach of any provision of the Contract and fails to remedy the breach within **seven (7) days** after written notice from LRTA. The termination of the Contract shall not affect the right and remedies of either party against the other for any previous breach of Contract.
- 5.2 The Contractor is to understand that any work not specifically mentioned in the specifications, TOR, and all other bid and contract related documents officially issued or submitted during the contract period and its extension as the case may so apply, but which is necessary, either directly or indirectly, for the proper carrying out of the intent thereof, shall be required and supplied, and Contractor shall perform such work just as if it was particularly defined, described or required. Proper documentation for such occurrence should be on the initiative of the Contractor and will be for the evaluation, approval, acceptance, and payment of LRTA subject to existing guidelines, laws, and standards. Unless specifically mentioned above, all works shall conform to the standards of the LRTA system.
- 5.3 All and every acts, activities and behaviors, in the execution of the contract, shall in no way contravene any existing law, rules, regulations, and government and LRTA policies.
- 5.4 There shall be no assignment whatsoever of any or all parts of the contract to a third party without prior written consent of LRTA.
- 5.5 LRTA shall not bind itself in any manner to any agreement for the exclusion of certain competitions of the Contractor.
- 5.6 The Contractor must exercise all due diligence in carrying out its obligations under contract.
- 5.7 The Contractor is an independent Contractor of LRTA and that no employer and employee relationship is created between LRTA on one hand and the Contractor or its employees or other persons engaged in performing the services on the other hand.
- 5.8 The Contractor shall hold LRTA free and harmless from any and all fines, penalties, losses, liabilities and litigation expenses incurred or suffered on account of death, injury, loss or damage to persons and properties arising from the execution/implementation of the Contract.
- 5.9 LRTA shall review the performance of the Contractor's personnel engaged in the carrying out the services. In the event that LRTA determines the performance of any of the personnel is not in accordance with accepted industry/commercial standards, LRTA, may request the replacement of such, personnel within a reasonable time, subject to pertinent requirements of Philippine Labor Laws or the rules or regulations of any government agency or of LRTA.
- 5.10 **CHANGES IN THE WORK**
LRTA may at anytime, without invalidating the contract and after prior notice and with the conformity of the sureties, order extra work or make changes by altering, adding to or deducting from work where it is found necessary as covered by the specifications and other documents pertinent to the Contract and within the general scope thereof. LRTA in writing order such changes and the Contractor shall immediately proceed with the implementation of the written order within **two (2) days** from receipt thereof.

6.0 FORCE MAJEURE

The contracting party shall not be liable for non-performance of any of the provisions of the Contract when the same is due to force majeure such as, but not limited to, fires, floods, earthquakes, typhoons, storms, strikes, lockouts, civil commotion, riots, rebellion, insurgency, blockades or any government embargo, regulation or restriction, epidemic, acts of God, wars or any other causes beyond their control, regardless of whether such causes arises directly or indirectly.

7.0 PHILIPPINE LAW

- 7.1 The Contractor shall comply with all relevant requirements of Philippine Laws such as and of the rules and regulations of any government agency or LRTA, including laws, regulations and policies concerning the employees of the Contractor engaged in performing the services.
- 7.2 The Contractor shall give all notices and secure all permits and certificate required by such laws, regulations and decrees. The Contractor shall be solely liable for any and all Contractor's taxes, levies, duties and fees pertinent to the performance of the subject services.
- 7.3 The provisions of R.A. No. 9184 and its revised implementing rules and regulations shall, among other laws, shall primarily govern the Contract.

Project No. 4
REHABILITATION OF TWENTY ONE (21) UNITS LRT1 BN LRV's (Phase 1) Re-bid

BILL OF QUANTITIES (BOQ)

Item #	Item Description	Qty.	Unit	Amount
1	Supply and delivery of equipment, materials and spare parts	1	lot	
2	Mechanical, pneumatic, electrical electronic, air-conditioning, signaling and communications parts/equipment dismounting	21	LRVs	
3	Car body repair and repainting	21	LRVs	
4	Mechanical, pneumatic, electrical electronic, air-conditioning, signaling and communications and other parts/equipment remounting	21	LRVs	
5	Testing, commissioning, hand-over and acceptance	21	LRVs	
6	Restoration of paint booth and sand blasting facilities	1	lot	
7	Defects liability period	1	lot	

Project No. 4
REHABILITATION OF TWENTY ONE (21) UNITS LRT1 BN LRV's (Phase 1) Re-bid

MILESTONE SCHEDULE

Milestone No.	Milestone	Payment Percentage	Projected Completion Dates (from NTP)
1	Supply and delivery of equipment, materials and spare parts	12%	45 days
2	Complete rehabilitation including acceptance of paint booth and sand blasting facilities	1%	60 days
3	Complete rehabilitation, testing, commissioning, hand-over and acceptance of 1st trainset / 3 LRV's	12%	90 days
4	Complete rehabilitation, testing, commissioning, hand-over and acceptance of 2nd trainset / 3 LRV's	12%	135 days
5	Complete rehabilitation, testing, commissioning, hand-over and acceptance of 3rd trainset / 3 LRV's	12%	180 days
6	Complete rehabilitation, testing, commissioning, hand-over and acceptance of 4th trainset / 3 LRV's	12%	225 days
7	Complete rehabilitation, testing, commissioning, hand-over and acceptance of 5th trainset / 3 LRV's	12%	270 days
8	Complete rehabilitation, testing, commissioning, hand-over and acceptance of 6th trainset / 3 LRV's	12%	315 days
9	Complete rehabilitation, testing, commissioning, hand-over and acceptance of 7th trainset / 3 LRV's	12%	360 days
10	Documentation and final acceptance	3%	365 days
	TOTAL	100%	

SECTION VII. Bidding Forms

TABLE OF CONTENTS

- 1) FORM 1**
- 2) FORM 2**
- 3) FORM 3**
- 4) FORM 4**
- 5) FORM 5**
- 6) FORM 6**
- 7) CONTRACT AGREEMENT FORM**

AFFIDAVIT OF SITE INSPECTION

I, _____, Filipino, of legal age and with office address at _____, after having been duly sworn to in accordance with law hereby depose and state:

1. That I am the duly authorized representative of _____ for the procurement of the Contract for the **Rehabilitation of 21 units LRT1 BN LRVs (Re-Bid)** under ITB No. _____ / Purchase Request No. _____;
2. That on such date and time particularly on _____ at about _____ o'clock _____ until _____ o'clock _____, I together with our company's technical team, actually conducted an inspection of the site subject of the contract;
3. That during the course of the actual inspection, our firm have been adequately assisted by DOTC and LRTA representatives;
4. That I have sufficiently examined every imaginable detail of the site in relation to the requirements of the contract/work/project;
5. That, to the best of my personal knowledge, I am fully responsible to any and all representations that our firm will make relative to our bid by reason of such site inspection and will hold DOTC and/or LRTA free and harmless from any and all misrepresentations made relative hereto;
6. That I am executing this affidavit to attest to the truth of the foregoing facts and for whatever legal purpose this may serve.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2011, in the City of _____, Philippines.

Authorized Representative

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2011, in the City _____, Philippines, affiant exhibiting to me his government issued ID _____ No. _____ issued on _____ at _____.

NOTARY PUBLIC

Doc. No. _____;
Book No. _____;
Page No. _____;
Series of 2012.

OMNIBUS AFFIDAVIT

I, _____, of legal age, Filipino citizen, with office address at _____, after having been duly sworn in accordance with law, being the duly authorized representative of _____ with principal office address at _____, Telephone No. _____; Fax No. _____ and e-mail address, _____, and in compliance with the bidding requirements as contained in the Instructions to Bidders for the procurement of the Contract for the **Project No. 4 Rehabilitation of 21 Units LRT1 BN LRVs (Re-Bid)** do hereby certify under oath as follows:

(A)

CERTIFICATION OF AUTHORIZED REPRESENTATIVE

This is to certify that the following is/are the duly authorized representative(s) of our company _____ with offices located at _____ for purposes of signing all bid documents and related documents including the contract for the

Name	:	
Title	:	
Specimen Signature	:	

(B)

AFFIDAVIT OF DISCLOSURE OF RELATIONS

That for and in behalf of the Bidder, I hereby declare that: none of our Company officers, directors, and controlling stockholders, is related by consanguinity or affinity up to the third civil degree that would give him/her direct access to information that may substantially affect the result of the bidding with but not limited to, any of the officials of DOTC and/or LRTA, the members of the DOTC Bid and Awards Committee, the members of the TWG, the BAC Secretariat, and the LRTA end-user/proponent. It is fully understood that the existence of the aforesaid relation by consanguinity or affinity of the Bidder with the aforementioned DOTC or LRTA officials or personnel shall automatically disqualify the Bid.

(C)

**LETTER OF AUTHORIZATION
DOTC BIDS & AWARDS COMMITTEE (BAC)**

The undersigned duly authorized representative of the Bidder, for and in behalf of the Bidder, hereby submits this Letter of Authorization in relation with the subject bidding process.

In connection therewith, all public official, engineer, architect, surety company, bank institution or other person, company or corporation named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, DOTC Bids & Awards Committee (BAC) or his duly authorized representative/s any information necessary to verify the correctness and authenticity of any item, data or information stated in the said documents and statements or regarding our business papers, documents, competence and general reputation.

I hereby give consent and give authority to the Chairman of DOTC BAC or his duly authorized representative, to verify the authenticity and correctness, of any or all of the documents and statements submitted herein; and that I hereby hold myself liable, criminally or civilly, for any misrepresentation or false statements made therein which shall be ground for the outright disqualification and/or ineligibility, and inclusion of my/our company among the contractors blacklisted from participating in future biddings of the DOTC, LRTA or the Government in general.

(D)

CERTIFICATION OF AUTHENTICITY OF DOCUMENTS

This is to certify that all the documents submitted by our company are true and faithful reproductions or copies of the originals and all the contents/information contained therein are true, correct and unaltered.

(E)

**STATEMENT OF NOT CURRENTLY UNDER SUSPENSION BY DOTC OR
LRTA NOR BLACKLISTED BY ANY GOVERNMENT AGENCY OR OFFICE**

That the firm I represent is not currently under suspension nor blacklisted or barred from bidding by any government office/agency/corporation or Local Government Unit.

(F)

CERTIFICATION RE TAX LIABILITIES

I hereby certify that our company is free and clear of all tax liabilities to the government.

(G)

CERTIFICATE OF BIDDER'S RESPONSIBILITY

1. That I have taken steps to carefully examine all of the bidding documents;
2. That I acknowledged all conditions, local or otherwise affecting the implementation of the contract;
3. That the submission of all bidding requirements shall be regarded as acceptance of all conditions of bidding and all requirements of authorities responsible for certifying compliance of the contract;
4. That I have complied with our responsibility as provided for in the bidding documents and all Supplemental /Bid Bulletins;
5. That failure to observe any of the above responsibilities shall be at my own risk and
6. That I agree to be bound by the terms and conditions stated in the General and Special Conditions of the Contract for this project.

(H)

CERTIFICATION OF COMPLIANCE TO SSS & DOLE LAWS, RULES AND REGULATIONS

I hereby certify that our company diligently abides and complies with all SSS and DOLE regulations and such other provisions of existing and applicable social legislations.

(I)

UNDERTAKING TO STRICTLY COMPLY WITH SECTION 58 OF REPUBLIC ACT No. 9184; WAIVER OF COURT ACTION VENUE; AND, BE SUBJECTED TO AND COVERED BY THE PROVISIONS OF R.A. No. 8975

1. That I and the firm/entity/corporation _____ or any of its officer of any capacity hereby undertake and commit to duly and strictly comply and abide with the provision of Section 58 in relation to Section 55, 56, and 56 of Republic Act No. 9184 which states to wit:

“ SEC. 58. Resort to Regular Courts; Certiorari – Court action may be resorted to only after the protests contemplated in this article shall have been completed. Cases that are filled in violation of the process specified in this article shall be dismissed for lack of jurisdiction. The regional trial court shall have jurisdiction over final decisions of the head of the procuring entity. Court actions shall be governed by Rule 65 of the 1997 Rules of Civil Procedures.

This provision is without prejudice to any law conferring on the Supreme Court the sole jurisdiction to issue temporary restraining orders and injunctions relating to Infrastructure Projects of Government.”

2. That failure on our part to comply and abide with Sec. 56 of R.A. No. 9184, as cited above will result to the automatic dismissal for lack of jurisdiction, lack of cause of action, prematurity and/or forum shopping of any court action that may be filed by us or by anyone in our behalf relative, pertinent, corollary to or in connection with the subject bidding process;
3. That, we hereby bind ourselves that any such court action that may be filed relative to the bidding process concerned can only be filed by us in the jurisdiction of the courts in Mandaluyong City to the complete exclusion of any other venue as we are hereby completely waive such other venues;
4. That failure to comply and abide with the immediate foregoing shall result to the automatic dismissal of such court action that may be filed for lack of jurisdiction or lack of cause of action;
5. That violation of Section 58 of R.A. No. 9184 shall result to the automatic conversion of the bid security posted into being callable on demand which maybe immediately proceeded upon by DOTC and/or LRTA;

6. That violation of the subject provisions of R.A. No. 9184 will result to the disqualification of our firm from future biddings of DOTC, LRTA and of the Government in general;
7. That likewise, we recognize that the subject bidding process involves the supply and/or installation of equipment and materials of a national and vital government public service facility, and as such, the same as well as our firm and any of its officers are covered by and hereto submit to the applicability of the provisions of R.A. No. 8975, otherwise known as *“An Act to Ensure the Expeditious Implementation and Completion of Government Infrastructure Projects by Prohibiting Lower Courts from Issuing Temporary Restraining Orders, Preliminary Injunctions Preliminary Mandatory Injunctions, Providing Penalties for Violations Thereof, and for Other Purposes.”*
8. That we hereby undertake to abide and comply with all the provisions of said R.A. No. 8975.

IN WITNESS WHEREOF, I have hereunto affixed my signature this _____ day of _____ 2012 in the City of _____.

AFFIANT

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ in the City of _____, Philippines. Affiant exhibited to me his/her duly issued government ID _____ No. _____ issued on _____ at _____, Philippines.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2012.

Bid Form

Date: _____

TO : **The DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS**
Columbia Tower, Ortigas Avenue, Wack-wack, Mandaluyong City

Gentlemen and/or Ladies:

Having examined the Bidding Documents including all Bid Bulletins, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, deliver, install and fully commission the **Rehabilitation of 21 units LRT1 BN LRVs (Re-Bid)** at the Light Rail Transit Authority (LRTA) Line 1 System Revenue Line in conformity with the said Bidding Documents for the total sum of _____ (Php _____) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply, deliver, install and commission the goods in accordance with the schedule specified in the Terms of Reference (TOR).

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

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

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

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

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____.

Page _____ of _____.

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

For Goods Offered From Within the Philippines

Name of Bidder _____.

Page _____ of _____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

Bill of Quantities

Contract Agreement Form

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Technical Proposals and Supporting Documents submitted by the Bidder;
 - (c) the Terms of Reference;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

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

**DEPARTMENT OF TRANSPORTATION AND COMMUNICATIONS (DOTC)
Bids and Awards Committee (Primary)**

**PROJECT NO. 4 REHABILITATION OF 21 UNITS LRT 1 BN LRVs
(Re-bid)**

CHECKLIST FOR ELIGIBILITY & TECHNICAL AND FINANCIAL COMPONENTS

**BID ENVELOPE NO. 1
ELIGIBILITY & TECHNICAL COMPONENTS**

ELIGIBILITY & TECHNICAL PROPOSAL SUBMITTALS	REMARKS	
	PASSED	FAILED
CLASS "A" DOCUMENTS		
<input type="checkbox"/> Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the BDS .		
<input type="checkbox"/> Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located.		
<input type="checkbox"/> Statement of all its ongoing and completed government and private contracts within the period stated in the BDS , including contracts awarded but not yet started, if any whether similar or not similar in nature and complexity to the contract to be bid (Form Nos. 1 & 2). The statements must be accompanied with copies of pertinent contracts, agreements, Purchase Orders, Certificate of Completion/Acceptance, Notice of Award or other similar documents, as maybe applicable.		
<input type="checkbox"/> Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission.		
<input type="checkbox"/> NFCC computation or CLC in accordance with ITB Clause 5.5.		
<input type="checkbox"/> Required Authentication pursuant to BDS Clause 12.1		

CLASS "B" DOCUMENTS

<input type="checkbox"/> If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.		
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TECHNICAL DOCUMENTS

<input type="checkbox"/> Bid security in accordance with ITB Clause 18.1. If the Bidder opts to submit the bid security in the form of: <ul style="list-style-type: none"> • a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or • a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such 		
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instruments.		
<input type="checkbox"/> Technical Specifications of offer and/or Conformity to Technical Specifications required in the TOR.		
<input type="checkbox"/> Project Duration / Contract Period.		
<input type="checkbox"/> Work Plan.		
<input type="checkbox"/> Personnel Requirement (with duly Accomplished Curriculum Vitae of all involved key personnel who will be assigned to the Project). <i>The following key personnel are primarily required for the project and must meet the indicated experience requirement:</i> <ol style="list-style-type: none"> a. Project Manager – at least Ten (10) year project management experience in a rolling stock or bus body rehabilitation/repair project. b. Alternate Project Manager – the same experience requirement as that of the Project Manager (to be deployed only upon failure to engage the nominated primary Project Manager) c. Mechanical Supervisor – Licensed Mechanical Engineer with at least Eight (8) Year supervisory experience in a rolling stock or bus body rehabilitation/repair project. d. Electrical Supervisor – Licensed Electrical Engineer with at least Eight (8) Year supervisory experience in a rolling stock or bus body rehabilitation/repair project. e. Quality Assurance Engineer – License Engineer with at least Five (5) Year experience in quality control/assurance in a rolling stock or bus body rehabilitation/repair project. f. Safety Engineer – at least Five (5) Year experience in the implementation and supervision of safety programs, activities, standards and policies in an industrial workshop. g. Technician (mechanical, electrical/pneumatic/electronics) – at least Six (6) Year experience in rolling stock or bus body rehabilitation/repair project. h. Welder – at least Six (6) Year welding works experience. 		
<input type="checkbox"/> Safety Plan.		
<input type="checkbox"/> Logistic Plan and Requirements.		
<input type="checkbox"/> Quality Control Plan		
<input type="checkbox"/> Storage and Protection Plan.		
<input type="checkbox"/> Testing and Acceptance Plan.		
<input type="checkbox"/> Bar or Gantt Chart of its Work Schedule and Work Methodology.		
<input type="checkbox"/> Product Warranty Certificate from the manufacturer attesting that the goods being supplied and delivered are free from design and manufacturing defects two years from acceptance. <i>Specifically, the Product Warranty Certificate of the following shall be required and must be submitted:</i>		

<p>a. <i>PAMICROPHONE REPLACEMENT</i></p> <p>b. <i>PA SPEAKERS (Interior)</i></p> <p>c. <i>KHEOPS (Including Cable and Pins)</i></p>		
<p><input type="checkbox"/> Installation and Commissioning Warranty Certificate from the bidder that the installation and commissioning and other related service rendered shall be free from workmanship and service defects two years from acceptance.</p>		
<p><input type="checkbox"/> Affidavit of Site Inspection (Form No. 3).</p>		
<p><input type="checkbox"/> Product Brochures, Specifications and Technical Drawings which must be in English.</p>		
<p><input type="checkbox"/> Manufacturer's Installation and Maintenance Manual / Guidelines / Literature which must be in English.</p>		
<p><input type="checkbox"/> Company profile typed in company letterhead/stationery which shall state/indicate the following:</p> <ul style="list-style-type: none"> • E-mail address and telephone numbers; • Numbers of years in the supply/ manufacture or repair/rehabilitation of rolling stock or bus body including the supply and installation of related implements and accessories; • List of major stockholders, board of directors and key officials; • Details of completed single contract requiring the repair and rehabilitation of rolling stock or bus car body within the last TEN (10) YEARS with a value of at least 50% of the approved budget of the contract, indicating the country where repair and/or rehabilitated was done, types of rolling stock or car body repaired or bus car body repaired and/or rehabilitated, date of contract, total amount of contract and date completed; 		
<p><input type="checkbox"/> Copy of Certificate Distributorship / Dealership of the particular brand(s) offered in the bid, if supplier is not the manufacturer, duly authenticated by the Philippine Consulate in the place where said certificate is issued.</p>		
<p><input type="checkbox"/> Bureau of Internal Revenue Registration Certificate.</p>		
<p><input type="checkbox"/> Valid appointment in the form of Board Resolution and/or Board Secretary's Certificate with specimen signature of the Bidder's authorized representative to transact with DOTC and LRTA relative to the subject procurement process and/or signatory in all the required tender documents, including the authority to enter into a Joint Venture Agreement (JVA) (if applicable), and appoint the lead partner and representative of the JVA. If executed abroad, the same must be duly authenticated by the Philippine Consulate in the place of execution.</p>		
<p><input type="checkbox"/> Omnibus Affidavit (Form No. 4).</p>		

BID ENVELOPE NO. 2:

FINANCIAL COMPONENT

FINANCIAL PROPOSAL SUBMITALLS	REMARKS	
	PASSED	FAILED
<input type="checkbox"/> Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with ITB Clause 15.1 and using the form prescribed in the BDS (Form No. 5) .		
<input type="checkbox"/> If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with ITB Clause 27.1.		
<input type="checkbox"/> Bill of Quantities (Form No. 6)		

BIDDERS FOUND AND DECLARED "PASSED" SHALL BE SUBJECT TO EVALUATION, VALIDATION AND POST-QUALIFICATION PROCEEDINGS, IN ACCORDANCE WITH THE IMPLEMENTING RULES AND REGULATIONS OF R.A. 9184

Examined by:

Witnessed and fully-conformed by:

Signature above printed name

Signature above printed name
Bidders Authorized Representative

Co-bidder 1

Signature above printed name

Designation

Co-bidder 2

Signature above printed name

Date and Time

Co-bidder 3

NOTED BY:

FOR THE TECHNICAL WORKING GROUP:

CHAIRMAN

THE BIDS AND AWARDS COMMITTEE (PRIMARY)

USEC. RAFAEL ANTONIO M. SANTOS
Member

USEC. RENE K. LIMCAOCO
Member

ASEC. ILDEFONSO T. PATDU, JR.
Provisional Member

ENGR. EMERSON L. BENITEZ
Provisional Member

ENGR. RODRIGO P. BULARIO
Provisional Member

USEC. JOSE PERPETUO M. LOTILLA
Chairman

COMMISSION ON AUDIT

OBSERVERS FROM THE:

Signature above Printed Name

Signature above Printed Name

Signature above Printed Name

OFFICE OF THE OMBUDSMAN

Signature above Printed Name