

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “or at least equivalent.”

References to brand names cannot be used when the Funding Source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Lot	Specification	Statement of Compliance
		<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause Error! Reference source not found. and/or</p>

		GCC Clause Error! Reference source not found..
1	OFFICE SUPPLIES	
1.1	BATTERY, dry cell, AAA, <ul style="list-style-type: none"> • 2 pieces per blister pack • .5V Ultra Alkaline size AAA battery, • Model: LR03 AAA AM4 • Capacity: 2.3 hours or 140 mins 3.9ohms, 24hours/day • Jacket: Aluminum Foil • Shelf life: 10 years • Certificate: CE • RoHS • MSDS • Dimension: Height 43.5-44.5mm * ø 9.8-40.5mm 	
1.2	CARTOLINA, red <ul style="list-style-type: none"> • Thickness: 0.12mm (min.) • Non-bleed and non-blot, suitable for marking pen and ink drawing • Size: 572mm x 724mm (-3mm) 	
1.3	CARTOLINA, orange <ul style="list-style-type: none"> • Thickness: 0.12mm (min.) • Non-bleed and non-blot, suitable for marking pen and ink drawing • Size: 572mm x 724mm (-3mm) 	
1.4	CARTOLINA, yellow <ul style="list-style-type: none"> • Thickness: 0.12mm (min.) • Non-bleed and non-blot, suitable for marking pen and ink drawing • Size: 572mm x 724mm (-3mm) 	
1.5	CARTOLINA, green <ul style="list-style-type: none"> • Thickness: 0.12mm (min.) • Non-bleed and non-blot, suitable for marking pen and ink drawing • Size: 572mm x 724mm (-3mm) 	
1.6	CARD BOARD size: "15 x 20"	
1.7	CORRECTION TAPE <ul style="list-style-type: none"> • film base type, UL 6m min 	
1.8	CLIP, backfold, 19mm	
1.9	CLIP, backfold, 25mm	
1.10	CLIP, backfold, 32mm	
1.11	CLIP, backfold, 50mm	
1.12	DATA FILE BOX <ul style="list-style-type: none"> • with detached cover legal size documents and with PSA logo (approximately LxWxH 16x7-1/4x10inches), color:RED 	

1.13	ERASER, • rubber, good quality, sliding sleeve for convenient handling	
1.14	FASTENER plastic, 50/box	
1.15	FILE ORGANIZER, • expanding, plastic, legal, with elastic strap, snap etc. or closing binding organizer • Cover Flap: width - 220 mm, length - 380mm, Thickness - 0.60mm • Inside Pocket: width - 230mm, length - 360mm, Thickness - 0.12mm.	
1.16	FOLDER • fancy, white slide, A4, bundle of 50, with durable and reusable sliding grip that can hold up to 30 sheets, 70 gsm paper, at least 5 colors	
1.17	FOLDER • fancy, white slide, legal, bundle of 50, with durable and reusable sliding grip that can hold up to 30 sheets, 70 gsm paper, at least 5 colors	
1.18	FOLDER L-type, A4, 12pc/pack	
1.19	FOLDER, L-type, legal, 12pc/pack	
1.20	GLUE, all purpose, 200 gms	
1.21	MARKER, permanent black, good quality	
1.22	MARKER, permanent blue, good quality	
1.23	MARKER, permanent red, good quality	
1.24	PAPER CLIP, vinyl/plastic coat, length: 33mm	
1.25	PAPER CLIP, vinyl/plastic coat, length: 50mm	
1.26	PAPER, MULTICOPY, 80gsm, size: 210mm x 297mm	
1.27	PAPER, MULTICOPY, 80gsm, size: 216mm x 330mm	
1.28	PAPER, MULTICOPY, 80gsm, size: 216mm x 330mm	
1.29	PAPER TRIMMER/CUTTING MACHINE, max paper size: B4	
1.30	PENCIL #2- 3pc/box LEAD WITH ERASER, WOOD CASED, HARDNESS:HB	
1.31	Puncher, heavy duty, 30 sheets of 70gsm multipurpose paper, with two-hole guide, diameter of hole:7mm (approx.)	

1.32	RECORD BOOK, 500 PAGES, size: 214mm x 278mm min	
1.33	RUBBER BAND, 70mm min lay flat length (#18)	
1.34	SCISSORS, symmetrical, blade length: 65mm min	
1.35	STAMP PAD, FELT, bed dimension: 60mm x 100mm min	
1.36	STAMP PAD INK, purple or violet 30ml, good quality	
1.37	STAPLE REMOVER, PLIER-TYPE <ul style="list-style-type: none"> • The wedge-shape blade shall slide under No. 10 or 35 staple wire easily • Shall be able to remove standard staples up to 20 sheets of 80 gsm Multi-Purpose Paper 	
1.38	STAPLER, STANDARD TYPE, load cap: 200 staples min	
1.39	STAPLE WIRE, STANDARD, (26/6) with 5000 staples	
1.40	SIGN PEN, BLACK, <ul style="list-style-type: none"> • good quality • liquid/gel ink, 0.5mm needle tip • Its permanent gel ink performs excellently and releases ultra smooth writing 	
1.41	TAPE, MASKING <ul style="list-style-type: none"> • 24mm • good quality 	
1.42	TAPE, PACKAGING, <ul style="list-style-type: none"> • width: 48mm, (±1mm) • good quality 	
1.43	TAPE, TRANSPARENT, <ul style="list-style-type: none"> • width: 24mm, (±1mm), • good quality 	
1.45	ACRYLIC STAND A4 <ul style="list-style-type: none"> • Paper size : 297mm x 210mm* Use for notice and promotion display* A4 Potrait * • Potrait *Acrylic • Thickness 2.5mm; 	
1.46	PLASTIC STORAGE BAG <ul style="list-style-type: none"> • with atleast 60-liter capacity; • with handle 	
1.47	SUGGESTION BOX <ul style="list-style-type: none"> • Top grade acrylic/plexiglass material; • Dimensions: 10x6x10inches 	
2	ACRYLIC PLASTIC SHIELD	
2.1	ACRYLIC PLASTIC SHIELD with Leg Stand <ul style="list-style-type: none"> • Material: Acrylic Polycarbonate • .250 mm thickness 	

	• 30"W x 36"H	
3	CONSUMABLES	
3.1	TONER, black	
3.2	TONER, cyan	
3.3	TONER, magenta	
3.4	TONER, yellow	
3.5	INK REFILL FOR REGISTRATION KIT PRINTER Description: Pigment INK, 774, Black	
4	COVID-19 RESPONSE ITEMS	
4.1	ALCOHOL (ETHYL 500ML) *at least 70% Ethanol (Ethyl alcohol) *Colorless Clear liquid *Cap: Flip-top/pull-up *Scented	
4.2	ALCOHOL, ethyl, 70+% pure IPA, 330 ml, with sprayer, ideal for electronics cleaning and flux thinning, plastic-safe, non-ozone depleting	
4.3	GLOVES, • NITRILE Disposable, Non-sterile, Latex, Powder-Free, Ambidextrous, Rolled Bead Cuff, Finger Textured	
4.4	SURGICAL MASK, DISPOSABLE, Medical Device Class 1; Earloop, 3-ply, Wired 50pcs/box	
4.5	FACE SHIELD, DIRECT SPLASH PROTECTION Full Face Shield, Anti-fog, Latex-free, One Size Fits All, Soft Head Foam, Comfort Stretch Band, Disposable	
4.6	Hand Soap, 750ml, Liquid, Anti-bacterial	
4.7	Hand Sanitizer, • 100 ml • Made from Plant Derived Alcohol. • No Synthetic Fragrances • Moisturizing Formula, leaves skin feeling soft and smooth	
4.8	WET WIPES • SHEETS: 90pcs • Unscented • Wipes contains the natural prooerties of aloe vera, • lanolin, and vitamin E. • It is natural, mild and effective cleansing. • Paraben-free • Hypo-allergenic • Natural ingredients • Resalable cover to prevent moisture loss • Sheet size: 200mm x 100mm • Thicker sheet • FDA Approved.	

4.9	<p>TOILET TISSUE PAPER</p> <ul style="list-style-type: none"> • 2-plys sheets • 150 pulls • 12 rolls/pack 	
4.10	<p>Foot Bath with Disinfectant</p> <ul style="list-style-type: none"> • Fragrance Free, Anti-bacterial, Sulfate Free • The mat has double anti-skid design, which has a firm grip on the ground to prevent slipping • Convenient cleaning-use rubber pad 	
4.11	<p>THERMAL SCANNER, gun</p> <ul style="list-style-type: none"> • Measurement Ranger : Human Body temperature mode : 30.0°C-43.0°C • Display Resolution : 0.1°C • Measurement Place : Forehead • Accuracy : 32.0°C - 34.9°C , maximum permissible error $\pm 0.3^{\circ}\text{C}$ 35.0°C - 42.0°C , maximum permissible error $\pm 0.2^{\circ}\text{C}$ 42.0°C - 42.9°C , maximum permissible error $\pm 0.3^{\circ}\text{C}$ • Display Screen : LCD Screen with 4-digit and special icons • Operating Environment : 10°C -40°C • Max. Relative Humidity : $\leq 85\%$ • Storage Environment : -20°C -+55°C • Battery : 2x1.5V AAA Batteries • Dimensions : 149x38x42 (mm) • Weight : Approx .69g (w/o batteries) 	
5	CLEANING MATERIALS	
5.1	BLEACH, liquid, 1 liter, (for sink and bathroom cleaning and disinfecting purposes)	
5.2	DETERGENT POWDER, all purpose, 1kg	
5.3	DISINFECTANT SPRAY, aerosol type, 400-550 grams	
5.4	RAGS, all cotton, 32 pieces per kilogram min	
5.5	TRASHBAG, plastic, TRANSPARENT, XL, 10's/roll or pack	
5.6	<p>WASTE BIN</p> <p>Stainless Steel Round Push Waste Bin 8L</p> <p>Various color, shinny appearance, easy clean, suitable for office</p>	
5.7	<p>MICROFIBER CLOTH</p> <ul style="list-style-type: none"> • SIZE: 18 X 15 cm • good for cleaning equipments 	
5.8	<p>WIPE-OUT</p> <ul style="list-style-type: none"> • Wipe out is a gel like, creamy white, water emulsified 	

	<p>compound.</p> <ul style="list-style-type: none"> •Effective in removing dirt, stain and grease •No harmful ingredients •145g 	
6	ELECTRICAL EQUIPMENT AND COMPONENTS AND SUPPLIES	
6.1	<p>CCTV 1080p Turbo HD DVR 1080p Full HD Dome Cameras with Metal Housing Image Sensor: 2MP CMOS Image Sensor Lens: Angle of View: 103°(2.8mm), Effective Pixels: 1920(H)*1080(V) DVR Specs: H.264 & Dual-stream video compression 1920×1080P resolution HDD: 1 TB; 4 Channels;</p>	
6.2	<p>HEAVY DUTY EXTENSION CORD •Very rigid and lightweight. •Maximum of 10-amperes current capacity.</p> <ul style="list-style-type: none"> •25-meters of comfortable length. •#16 size of royal cord. •Built-in Overload and Short circuit protection. 	
6.3	<p>MULTIPLE EXTENSION CORD</p> <ul style="list-style-type: none"> • With 6 gang multipurpose sockets; • High performance; • 2000W maximum load capacity; • Input Voltage: 250VAC-50/60Hz; • Rated Voltage: 250V; • 5-meter cable wire 	
6.4	<p>QUEUING TICKER DISPENSER</p> <p>Ticket dispenser includes one roll of T-80 Two - Digit x 2000 Tickets,</p> <p>Please Take A Number Sign and Countertop Stand for</p> <p>Waiting line Management</p> <p>Including delivery</p> <p>Warranty: One (1) year on parts and service;</p>	
6.5	<p>QUEUING DISPENSER REFILL</p> <p>1 roll of 2 Digit Take A Number Tickets - 2000 tickets</p> <p>per roll</p> <p>Including delivery</p>	
6.6	<p>ROLL-UP BANNER STANDEE</p> <ul style="list-style-type: none"> • Lay-out will be provided by PSA, • Graphic size: 4ft width x 7ft height 	
7	FURNITURE AND FURNISHINGS	
7.1	<p>FILING CABINET WITH LOCK (for office supplies)</p> <ul style="list-style-type: none"> • Stainless Steel • Size:45.6x62x133.1 • 4 Drawer filing cabinet • With plastic divider 	

	<ul style="list-style-type: none"> • With central lock 	
7.2	FILING CABINET WITH LOCK <ul style="list-style-type: none"> • Stainless Steel • Size:45.6x62x133.1 • 4 Drawer filing cabinet • With plastic divider • With central lock 	
7.3	INDUSTRIAL FAN <ul style="list-style-type: none"> • 30" industrial stand fan with wide fan blade design for wide airflow • 3 speed control 285 watts power; •with built-in thermal fuse; • with adjustable height up to 165cm; •solid X-stand base; 	
7.4	MONOBLOC CHAIR for waiting area <ul style="list-style-type: none"> • Back Rest HT 780 mm; • Front Legs Distance 355 mm; • Seat HT 375 mm; • Seat Length 355 mm; • Side Legs Distance 365 mm; • Seat Width 370 mm; • Gross Weight 2.28 kg; 	
7.5	FOLDABLE TABLE <ul style="list-style-type: none"> • 6 feet • 100%UV-Protected High-Density Polyethylene (HDPE) • Heavy Duty stain and scratch-resistant table. Requires little maintenance • Rust Resistant Powder Coated Strong Steel Frame and Fold-away legs • 6FT Wide Table Space / 72" inches • 6-10 table seater capacity • OPEN SIZE (length x width height): 180 x 75 x 74cm • CLOSED SIZE (length x width height): 90 x 75 x 8cm • Table Top Thickness: 1.5 inches Solid Surface Material • Produced in WHITE COLOR only • Foldable + Built-in Carrying Handle. • Actual size in (cm): 180 x 75 x 74cm / 6FT 72" • Product weight: 13.5kg 	
8	INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) EQUIPMENT	
8.1	INKJET (printer, scanner, copier) Office use Multifunctional 3:1 - print, copy, scan Prints up to 7.500 color pages ¹ or 4.500 pages in black ¹ New tank design integrated to the printer to reduce	

	space Peace of mind with 100% cartridge-free printing	
9	OTHER SUPPLIES	
9.1	FIRST AID KIT, bag type kit Inclusion: <ul style="list-style-type: none"> • Gauze Pad 4x4, 1's, sterile • Micropore tape 1 • Roll Elastic Bandage • Povidone Iodine 10% 60 ml • Alcohol 70%, 150 ml • Cotton Balls 50's • Paracetamol Tablets 1 pad • Loperamide Tablets 1 pad • Anti-histamine tablets 1 pad • Band Aid (Mediplast 12's) • First Aid Pouch Bag • Mefenamic acid -1 pad • Oral Hydration Salt 	
9.2	COTTON BALLS, Bigger Maxi Balls (100 per pack)	
9.3	HAND LOTION <ul style="list-style-type: none"> • 80 ml • Collagen is a protein produced by our cells that helps "hold" the skin together; • Contains anti-aging Q10 moisturizing Vitamin E; • Nourishing Shea Butter to help moisturize and soothe skin discomfort caused by dryness 	
10	BLACK CLOTH	
10.1	BLACK CLOTH <ul style="list-style-type: none"> • Black Oxford Fabric 60 width Price posted per yard 6 yards fits large pouch 	
11	UMBRELLA	
11.1	UMBRELLA <ul style="list-style-type: none"> • 2 folds, with logo and color of PhilSys, silver frame, black plastic handle with grip • 100% brand new and high-quality rain or shine all weather purpose • size: if open, 8cm width 85cm height available (Please see attached design) 	
12	UNIFORM VEST	
12.1	UNIFORM-VEST <ul style="list-style-type: none"> • Material: cotton blend, thick, Casual and comfortable to wear, Brand new Good quality with PSA logo in front and Philippine Identification System (PhilSys) logo at the back • Size: Small, Medium, Large and XL 	

	<ul style="list-style-type: none"> • Color: Gray and blue with gray reflector, 4 pockets: 2 chest, 2 side (please see attached design) 	
13	TARPAULIN BANNER	
13.1	<p>TARPAULIN BANNER</p> <ul style="list-style-type: none"> • Lay-out will be provided by PSA • Graphic size: 4ft width x 7ft height; 	
14	TENT	
14.1	<p>TENT</p> <ul style="list-style-type: none"> • Retractable heavy duty, portable tent, with water proof canopy • size: 6x6 meters, with printed PSA PhilSys logo • color to be customized to PSA color branding 	
15	EMERGENCY LIGHT	
15.1	<p>EMERGENCY LIGHT</p> <ul style="list-style-type: none"> • Light Source: 2x1W High • Power LED Battery: 4V 4. OAh Sealed Lead Acid • Charging: <20 hours • Performance Time (at full charge): < 6 hours • Automatic operation – turns on instantly when power is cut-off • equipped with overcharging protection, fuse protected, • Warranty: 1-year warranty on parts and battery, lifetime service warranty; 	
16	FIRE EXTINGUISHER	
16.1	<p>FIRE EXTINGUISHER</p> <ul style="list-style-type: none"> • For ABC class of fire, stored pressure type • Purity of the chemical • with pressure gauge control • nonelectrical conductor • non- toxic • non-corrosive, • Warranty: Five (5) years standard. 	
17	WATER DISPENSER	
17.1	<p>WATER DISPENSER</p> <ul style="list-style-type: none"> • 3 Separate Dispensers (Hot, Cold & Normal) • Net Weight: 14 kg • Capacity: Hot - 5L/Hr Cold - 2L/Hr • Overheat Protection with thermal fuse • Detachable funnel for easy cleaning • Fast boiling time : 12-15 minutes 	

PROTOTYPE

1. UNIFORM – VEST

Uniform-Vest (Front)



Uniform Vest (Back)



2. UMBRELLA

Umbrella (Front)



Umbrella (Back)



Section VIII. Bidding Forms

Notes on the Bidding Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Price Schedules** in accordance with **ITB Clause Error! Reference source not found.** with the requirements of the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Entity, pursuant to **ITB Clause Error! Reference source not found.**

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

The **Performance Security Form** and **Bank Guarantee Form for Advance Payment** should not be completed by the Bidders at the time of their Bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC Clause Error! Reference source not found.** and its corresponding SCC provision.

The sworn affidavit must be completed by all Bidders in accordance with **ITB Clause Error! Reference source not found.** Failure to do so and submit it with the bid shall result in the rejection of the bid and the Bidder's disqualification.

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Bid Form

Date: _____
Invitation to Bid¹ N^o: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform] [description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB Clause Error! Reference source not found.** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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 Calculated Bid or any Bid you may receive.

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

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

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

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____ Invitation to Bid³ Number ____ Page ____ of _____

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

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

For Goods Offered From Within the Philippines

Name of Bidder _____ Invitation to Bid⁴ Number _ Page of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

⁴ If ADB, JICA and WB funded projects, use IFB.

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 Supplier’s Bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.* bidder’s response to clarifications on the bid), including corrections to the bid resulting from the Procuring Entity’s bid evaluation;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract;
 - (f) the Performance Security; and
 - (g) the Entity’s Notice of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

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

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

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

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

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

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

6. **Select one, delete the rest:**

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
 [name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause **Error! Reference source not found.** of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

BID SECURING DECLARATION FORM

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

X-----X

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

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

I/We⁵, the undersigned, declare that:

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

⁵ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Section IX. Foreign-Assisted Projects

Notes on Foreign-Assisted Projects

This Section is intended to assist the Procuring Entity in providing the specific information for foreign-assisted projects of the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank.

- (a) If the Funding Source is ADB, the Procuring Entity should use the ADB Bid Data Sheet and the ADB Special Conditions of Contract..
- (b) If the Funding Source is JICA, the Procuring Entity should use Section III. Bid Data Sheet and Section V. Special Conditions of Contract, both of the GOP.
- (c) If the Funding Source is World Bank, the Procuring Entity should use the World Bank Bid Data Sheet and the World Bank Special Conditions of Contract of the GOP.

The Procuring Entity shall use these PBDs with minimum changes as necessary to address project-specific conditions. Any such changes shall be introduced only through the Bid Data Sheet or through the Special Conditions of Contract, and not by introducing changes in the standard wording of the Instructions to Bidders and the General Conditions of Contract.

The Procuring Entity shall allow the Bidders sufficient time to study the Bidding Documents, prepare and complete responsive bids, and submit their bids. A period of at least twenty (20) days for bid preparation shall be required.

Notes on the Invitation to Bid

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

- (a) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1 (c) of the IRR of R.A. 9184⁶;
- (b) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids; and
- (c) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned from the time the Invitation to Bid is advertised until

⁶ Two years after the effectivity of the 2016 Revised IRR of RA 9184, on _____, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a procuring entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general circulation.

the deadline for the submission and receipt of bids, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

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

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids.
- (b) The place where the Bidding Documents may be acquired or the website where it may be downloaded.
- (c) The deadline for the submission and receipt of bids; and
- (d) Any important bid evaluation criteria.

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

Notes on the Bid Data Sheet

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

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding Bid price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

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

Notes on the Special Conditions of the Contract

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

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

- (a) Information that complements provisions of Section IV. General Conditions of

Contract must be incorporated.

- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

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

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Invitation to Bid for Foreign-Assisted Projects

[Letterhead of the Procuring Entity] **INVITATION TO BID FOR *[Insert name of Project]***

1. The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Grant]* from the *[state the foreign government/foreign or international financing institution, (e.g. Asian Development Bank, Japan International Cooperative Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Grant]* to payments under the contract for *[insert name/no. of contract]*.

Select this for lot-procurement:

The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan/Grant]* from the *[state the foreign government/foreign or international financing institution, (e.g. Asian Development Bank, Japan International Cooperative Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[Loan/Grant]* to payments under the contract for *[insert name/no. of contract]* for Lot *[insert number and identification of lot]*.

2. The *[insert name of Procuring Entity]* now invites bids for *[insert brief description of Goods to be procured]*.⁷ Delivery of the Goods is required *[insert the required delivery date or expected contract duration]*. Bidders should have completed, within *[insert relevant period]* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Sub-section 5, Section II. Instructions to Bidders and the corresponding *{[insert Asian Development Bank or World Bank, as appropriate]}* Bid Data Sheet.
3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”, with some amendments, as stated in these Bidding Documents and is open to all Bidders from eligible source countries as defined in the applicable procurement guidelines of the *[state the foreign government/foreign or international financing institution concerned (e.g. Asian Development Bank, Japan International Cooperation Agency, or World Bank)]*. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The approved budget for the contract (ABC) *{in case of lot-procurement, insert: “for Lot [insert number and identification]”}* is *[insert here the amount of the ABC]*.

[If ADB-funded project, ABC may be published, but it shall not be stated or implied that bid prices may not exceed ABC.]

⁷ A brief description of the type(s) of Goods should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

4. Interested bidders may obtain further information from *[insert name of the Procuring Entity]* and inspect the Bidding Documents at the address given below during *[insert office hours]*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *[insert date of availability of Bidding Documents]* from the address below *{[Insert if necessary: and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB⁸, in the amount of [insert amount in Pesos]. Note: For lot procurement, the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issues by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.}*

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) *{[insert and the website of the Procuring Entity, as applicable]}* provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *[insert name of the Procuring Entity]* will hold a Pre-Bid Conference⁹ on *[insert time and date]* at *[insert address for Pre-Bid Conference, if applicable]*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before *[insert time and date]*. All Bids must be accompanied by a bid security in the amount of _____ in *[insert the acceptable form]*.

Bid opening shall be on *[insert time and date]* at *[insert address for Bid opening]*. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. *[Insert such other necessary information deemed relevant by the Procuring Entity]*
9. The *[insert name of the Procuring Entity]* 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, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

[Insert name of officer]
[Insert name of office]

⁸ For ADB-funded projects, the cost of bidding documents must be nominal, and may not be in accordance with the Guidelines issued by the GPPB. As such, the text “, pursuant to the latest Guidelines issued by the GPPB,” shall be deleted.

⁹ May be deleted in case the ABC is less than One Million Pesos (PhP 1,000,000.00) where the Procuring Entity may not hold a pre-bid conference.

[Insert postal address] and/or [Insert street address]
[Insert telephone number, indicate city code]
[Insert contact's email address]
[Insert facsimile number]
[Insert website address, if applicable]

*[Insert Name and Signature of the BAC
Chairperson or the Authorized
Representative of the BAC Chairperson]*

Asian Development Bank Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <i>[insert name of Procuring Entity]</i>
1.2	The lot(s) and reference is/are: <i>[insert name]</i>
2	<p>The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is: <i>[Insert the name of the project]</i></p> <p>Payments by the Foreign Funding Source will be made only at the request of the Procuring Entity and upon approval by the Funding Source in accordance with the terms and conditions of Loan <i>{[or Grant, or Financing]}</i> Agreement No. _____ (hereinafter called the "Financing Agreement"), and will be subject in all respect to the terms and conditions of that Financing Agreement and the applicable law. No party other than the Procuring Entity shall derive any rights from the Financing Agreement or have any claim to the funds.</p>
3.1	<p>ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of</p>

	<p>this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e)</p>
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	<p>materially impeding ADB's contractual rights of audit or access to information; and</p> <p>(vi) "integrity violation" is any act which violates ADB's Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p>
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	<p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.</p>
5.1	<p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p> <p>An Eligible Bidder shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.</p>
5.2	<p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p>
5.4	<p>Instruction is the same as the GOP Bid Data Sheet</p>
7	<p>Eligible goods and services shall have their origin in eligible source countries as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on Asian Development Bank’s web page www.adb.org.</p> <p>For the purpose of this Clause, origin means the country where the goods have been grown in, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.</p>

8.1	Instruction is the same as the GOP Bid Data Sheet
8.2	Instruction is the same as the GOP Bid Data Sheet
9.1	Instruction is the same as the GOP Bid Data Sheet
Error! Reference source not found.	Instruction is the same as the GOP Bid Data Sheet
12.1	<p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <ul style="list-style-type: none"> i. Registration Certification of the Company; ii. List and copy of relevant contracts that comply to the experience requirement as specified in ITB Clause 5.4; iii. Audited financial statement for the past two years; iv. Committed Line of Credit from a universal or commercial bank, in accordance with ITB Clause 5.5 v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract; <p>b. Technical Documents</p> <ul style="list-style-type: none"> vi. Bid Security or Bid Securing Declaration as required in the ITB 18; vii. Conformity with the technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; viii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.

	Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.
12.1(a)(ii)	Instruction is the same as the GOP Bid Data Sheet
13.1	Instruction is the same as the GOP Bid Data Sheet
13.1(b)	Domestic preference is not applicable
13.1(c)	Instruction is the same as the GOP Bid Data Sheet
13.2	ABC does not apply as ceiling for bid prices
15.4(a)(iv)	Instruction is the same as the GOP Bid Data Sheet
15.4(b)	Instruction is the same as the GOP Bid Data Sheet
16.1(b)	Instruction is the same as the GOP Bid Data Sheet
16.3	Instruction is the same as the GOP Bid Data Sheet
17.1	Instruction is the same as the GOP Bid Data Sheet
18.1	Instruction is the same as the GOP Bid Data Sheet
18.2	Instruction is the same as the GOP Bid Data Sheet
20.3	Instruction is the same as the GOP Bid Data Sheet
21	Instruction is the same as the GOP Bid Data Sheet
24.1	The BAC shall open the bids in public on <i>[insert date and time of bid opening]</i> , at <i>[insert place of bid opening]</i> .

	The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS and the procuring entity's websites.
24.2	During Bid opening, if the first envelope lacks any of the documents listed in the ADB BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. Only the unopened second envelope shall be returned to the Bidder.
24.3	The BAC shall immediately open the financial proposals in the second envelope of the responsive bids. The bid price shall be read and recorded.
27.1	Domestic preference is not applicable
28.3(a)	Instruction is the same as the GOP Bid Data Sheet
28.3(b)	Instruction is the same as the GOP Bid Data Sheet
28.4	ABC does not apply as ceiling for bid prices
29.2	Instruction is the same as the GOP Bid Data Sheet
32.4(f)	Instruction is the same as the GOP Bid Data Sheet

Asian Development Bank Special Conditions of Contract

The ADB adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clause 1.1(j) (Funding Source) and GCC Clause 2.1 (Corrupt, Fraudulent, Collusive, and Coercive Practices) which shall read as follows:

SCC Clause	
1.1(j)	The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i> .
2.1	<p>ADB’s Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="padding-left: 40px;">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p style="padding-left: 40px;">(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>

(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB’s contractual rights of audit or access to information; and

(vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or

<p>obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; and</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.</p>
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World Bank Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is <i>[insert name of purchasing organization]</i>
1.2	The lot(s) and reference is/are: <i>[insert name]</i>
2	The Funding Source is the World Bank through <i>[indicate the Loan/Grant No.]</i> in the amount of <i>[insert amount of funds]</i> . The name of the Project is: <i>[Insert the name of the project]</i>
3.1	The World Bank Guidelines on Anti-Corruption, as stated in the Loan Agreement and as annexed to the World Bank Standard Conditions of Contract, shall be adopted.
5.1	No further instruction.
5.2	The Loan/Grant Agreement provides that procurement shall follow the Bank's Procurement Guidelines and Section 1.8 thereof permits the participation of firm from all countries except for those mentioned in Section 1.10 thereof."
5.4	Instruction is the same as the GOP Bid Data Sheet
7	Instruction is the same as the GOP Bid Data Sheet
8.1	Instruction is the same as the GOP Bid Data Sheet
8.2	Instruction is the same as the GOP Bid Data Sheet
9.1	Instruction is the same as the GOP Bid Data Sheet
10.1	Instruction is the same as the GOP Bid Data Sheet
12.1	<p>During Bid opening, if the first bid envelope lacks any of the following documents, the bid shall be declared non-responsive.</p> <p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <p>i. Registration Certification of the Company; ii. List of relevant contracts that comply to experience requirement as</p>

	<p>specified in ITB Clause 5.4;</p> <p>iii. Audited financial statement for the past 2 years;</p> <p>iv. Line of Credit from a universal or commercial bank, in accordance with ITB Clause 5.5;</p> <p>v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract.</p> <p>b. Technical Document</p> <p>v. Bid Security or bid securing declaration as required in ITB 18;</p> <p>vi. Conformity with the technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents;</p> <p>vii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>
12.1(a)(ii)	Instruction is the same as the GOP Bid Data Sheet
13.1	Instruction is the same as the GOP Bid Data Sheet
Error! Reference source not found.	Domestic preference is not applicable.
13.2	<p>ABC does not generally apply as a ceiling for bid prices.</p> <p>However, subject to prior concurrence of the World Bank, a ceiling may be applied to bid prices provided the following conditions are met:</p> <p>a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.</p> <p>b) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of works) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.</p> <p>c) The procuring entity has trained cost estimators on estimating prices</p>

	<p>and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.</p> <p>d) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.</p> <p>e) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.</p>
15.4(a)(iv)	Instruction is the same as the GOP Bid Data Sheet
15.4(b)	Instruction is the same as the GOP Bid Data Sheet
16.1(b)	Instruction is the same as the GOP Bid Data Sheet
16.3	Instruction is the same as the GOP Bid Data Sheet
17.1	Instruction is the same as the GOP Bid Data Sheet
18.1	Instruction is the same as the GOP Bid Data Sheet
18.2	Instruction is the same as the GOP Bid Data Sheet
20.3	Instruction is the same as the GOP Bid Data Sheet
21	Instruction is the same as the GOP Bid Data Sheet
24.1	<p>The BAC shall open the bids in public on <i>[insert date and time of bid opening]</i>, at <i>[insert place of bid opening]</i>.</p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS and the procuring entity's websites.</p>
24.2	During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity.
24.3	The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders.
27.1	No domestic preference is applicable.
28.3(a)	Instruction is the same as the GOP Bid Data Sheet

28.3(b)	Instruction is the same as the GOP Bid Data Sheet
28.4	<i>Follow Clause ITB No. 13.2 on whether ABC as a price ceiling will apply.</i>
29.2	Instruction is the same as the GOP Bid Data Sheet
32.4(f)	Instruction is the same as the GOP Bid Data Sheet

World Bank Special Conditions of Contract

The World Bank adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clause 2.1 (Corrupt, Fraudulent, Collusive, and Coercive Practices) which shall read as follows:

SCC Clause	
1.1(j)	The World Bank is the Funding Source through Loan Agreement No. _____
1.1(k)	Instruction is the same as the GOP SCC
2.1	Adopted is Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants dated October 15, 2006 and Revised in January 2011, that is Annex to the SCC.
6.2	Instruction is the same as the GOP SCC
10.4	Instruction is the same as the GOP SCC
10.5	Instruction is the same as the GOP SCC
11.3	Instruction is the same as the GOP SCC
13.4(c)	Instruction is the same as the GOP SCC
16.1	Instruction is the same as the GOP SCC
17.3	Instruction is the same as the GOP SCC
17.4	Instruction is the same as the GOP SCC
21.1	Instruction is the same as the GOP SCC

