



Republic of the Philippines
Province of Pampanga
Bids and Awards Committee
Provincial Capitol, City of San Fernando, (P) / (045) 435-5901

3rd Posting INP No. 220808

INVITATION FOR NEGOTIATED PROCUREMENT TWO FAILED BIDDINGS

P.R. 22-0916 -1 lot-Supply and delivery of 65 kw. Grid Tied Solar System

In view of two (2) failed public biddings, and two (2) failed negotiated procurement, the Provincial Government of Pampanga Bids and Awards Committee (BAC) invites interested bidders to participate in the negotiation for P.R No. 22-0916 -1 lot-Supply and delivery of 65 kw. Grid Tied Solar System in accordance with Section 53.1 of the Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act."

The Approved Budget for the Contract (ABC) is Three Million Pesos (Php 3,000,000.00).

There will be a Pre-Negotiation Meeting on January 25, 2023 at 10:00 a.m. at the Old SP Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

Interested bidders shall submit the following documents in sealed envelopes:

1. Technical Envelope

- Valid PhilGEPS Registration Certificate (Platinum Membership), all pages
- Statement of bidder's all ongoing government and private contracts including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity of the contract to be bid (**Annex A**)
- Statement of bidder's Single Largest Completed Contract (SLCC) (**Annex B**)
Similar contract, involving "Solar Energy System", shall be completed within three (3) years prior to the deadline of the submission and receipt of quotations
- Original Copy of bid security. If in the form of Surety Bond, submit also a certification issued by the Insurance Commission; or original copy of notarized Bid Securing Declaration (**Annex C**)
- Conformity with the Technical Specifications and Schedule of Requirements (**Annexes D and E**)
- Original duly signed Omnibus Sworn Statement (**Annex F**)
- Bidder's computation of Net Financial Contracting Capacity (**Annex G**)

2. Financial Envelope

- Original of duly signed and accomplished financial bid form (**Annex H**)
- Original of duly signed and accomplished Price Schedule (**Annex I**)

The sealed envelopes should be labeled as "Negotiated Procurement – One (1) lot Grid Tied Solar System". The envelope labels should also contain the name of the supplier, address and contact details.

Manual submission of legal/technical documents and quotation will be on or before February 1, 2023 at 9:00 a.m. at the Bids and Awards Committee Secretariat, Ground Floor, Provincial Capitol, City of San Fernando, Pampanga.

Opening of the eligibility documents, technical documents and financial proposal will be on February 1, 2023 at 10:00 a.m. at the Old SP Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

The Provincial Government of Pampanga reserves the right to accept or reject any offer, to annul the negotiation process, and to reject all offers at any time prior to contract award, without thereby incurring any liability to affected firms.

For further information, please refer to:

ATTY. CECIL L. ANDIN

Bids and Awards Committee – Secretariat Office

Telephone No. (045) 435 – 5901

Email: bidsandawardssecretariat@gmail.com

FRANCIS V. MASLOG

Vice-Chairperson *Francis*

Bids and Awards Committee

List of All Ongoing Government and Private Contracts including contracts awarded but not yet started

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Description/Kinds of Goods	Amount of Contract/s	Date of Delivery

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

Statement of Single Largest Completed Contract (SLCC)

Business Name : _____
 Business Address : _____

Name of Contract	Date of Contract	Contract Duration	Owner's Name and Address	Description/Kinds of Goods	Amount of Completed Contract/s*	Date of Delivery

Note: This Statement shall be supported with end user's acceptance or official receipt(s) or sales invoice issued for the contract.
 *Adjusted by the bidder to current prices using PSA's consumer price index, when necessary, for the purpose of meeting the SLCC requirement.

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES) CITY OF

_____) S.S.

BID SECURING DECLARATION Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement 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 No. 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; and
 - 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.

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 OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

**Technical Specification
PR No. 22 - 0916
(Re-bidding)**

Quantity	Unit of Issue	Specification	Statement of Compliance*
1	lot	<p align="center">65 Kw GRID TIED SOLAR SYSTEM</p> <p>Specifications: 4 pcs - Inverter 15-18 Kwp 38 pcs. - Aluminum Railing 227 pcs. - L-Footer 228 pcs. - Mid Clamp 16 pcs. - End-Clamp 1 lot - Cable and Connector 148 pcs. - Solar Panel (440 watts/panel) 1 set - Circuit Breaker 1 set - Combiner Box 3 phase</p> <p>*Inclusion: - Installation / Commissioning System Performance Testing - Net Metering Services and Fees included</p> <p>"See attached Annex D-1 (diagram) for reference"</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. Statement of "Comply" or "Not Comply" must be supported by evidence in a Bidder's 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 Bidder's 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 3.1 (a) (ii) and/or GCC Clause 2.1 (a) (ii).

I hereby certify to comply with the Technical Specifications of all the items to be Bid.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

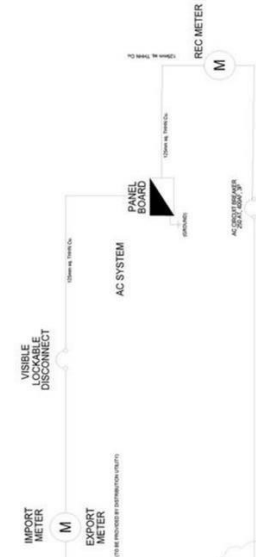
(Diagram)

NOTE: A. STRUCTURAL

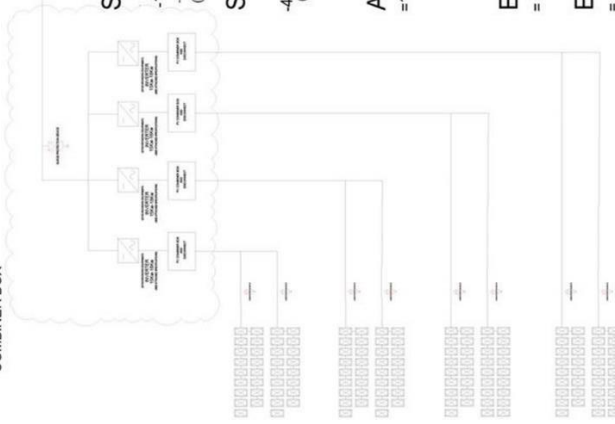
- EXISTING ROOF FRAMING CAN HOLD THE DEAD LOAD OF THE PROPOSED SOLAR PANELS TO BE INSTALLED.

B. ELECTRICAL

- ALL PANELS, INVERTERS, SOLAR PV PANELS SHALL BE PROPERLY GROUNDED.
- PROVIDE AC & DC SURGE PROTECTION DEVICE (SPD)
- PROVIDE DC ISOLATION SWITCH FOR ROOF, PV SOLAR PANEL FOR EACH STRING.



COMBINER BOX



SOLAR PV PANELS:

-148 x 440WATTS
-MONO CRYSTALLINE 2X1 MTRS
(SEE ATTACHED SPECIFICATIONS)

SOLAR INVERTERS:

-4 SETS 15-18KW ; (TOTAL OF 60 to 65 KWP)
(72.4 X 20.6 CM)

AREA NEEDED:

=148 X 2 X 1.25 = 370 SQ. METERS

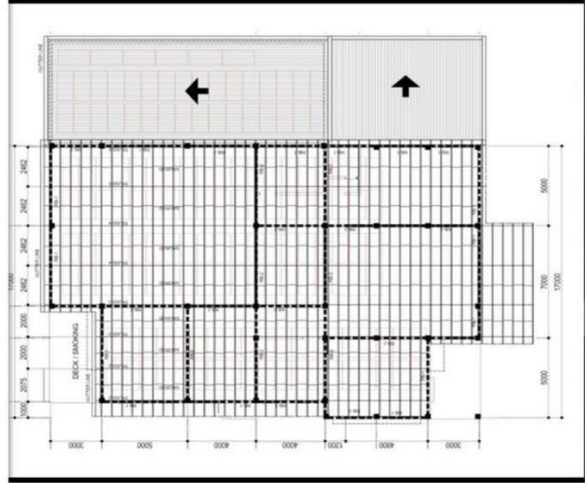
ESTIMATED MONTHLY SAVINGS:

= 75,513.00 PHP

ESTIMATED ROI:

= 3,000,000.00 / 75,513.00 / 12 = 3.31 YEARS!!!

=With limiter



CERTIFIED BY: ENGR. ESMERALDO T. GULAPA ENGINEER III	SEAL:	CERTIFIED BY: ENGR. MICHAEL T. MONTEMAYOR ENGINEER II / ELECTRICAL ENGINEER	SEAL:	PROJECT TITLE: PDRRMC COMMAND CENTER 65 KWP SOLAR PV SYSTEM	OWNER: PDRRMC COMMAND CENTER CDRP	APPROVED BY:	SHEET CONTENTS: SOLAR ELECTRICAL PLAN	DESIGNED BY:	SHEET NO.:
PRC NO. _____ PTR NO. _____ PLACE ISSUED: _____		TIN NO. _____ DATE ISSUED: _____		Location: CITY OF SAN FERNANDO PAMPANGA					
								DRAWN BY:	
								CHECKED BY:	
								DATE FINISHED:	

SCHEDULE OF REQUIREMENTS

Re-bidding

ITEM NO.	Item Description	Quantity	Delivery Date
	1 lot SUPPLY and DELIVERY of 65 Kw GRID TIED SOLAR SYSTEM	1 lot (Please refer to Annex D Technical Specifications for the quantity of items)	Within Forty-Five (45) Calendar Days from receipt of the <i>Notice to Proceed</i>

I hereby certify/undertake to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Representative

Date

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
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 responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing 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.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

*[Insert signatory's legal capacity]
Affiant*

NFCC COMPUTATION FOR ELEGIBILITY CHECKED

A. Summary of the Applicant Supplier’s/Distributor’s/Manufacturer’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue on its duly accredited and authorized institution, for the proceeding calendar/tax year which should not be later than two (2) years from the date of submission.

		Year 20
1.	Current Assets	
2.	Current Liabilities	
3.	Net Working Capital	
4.	Total value of outstanding on ongoing projects	

B. The Net Financial Contracting Capacity (NFCC) based on the above date is computed as follows;

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

NFCC= P _____

Submitted by:

Name of Supplier/Distributor/Manufacturer

Signature of Authorized Representative

Date: _____

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____
 Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or 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 PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax,*

(iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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 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.

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

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.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ 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)

Name: _____

Legal: _____

Capacity: _____

Signature: _____

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

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ 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 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)

Name: _____

Legal: _____

Capacity: _____

Signature: _____

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

Special Conditions of the Contract

GCC Clause	
1	<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:]</i> “The delivery terms applicable to the Contract are DDP delivered to the Provincial Government of Pampanga thru the General Services Office (GSO), Capitol Compound, City of San Fernando, Pampanga in accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are Delivered Duty Paid (DDP) to the Provincial Government of Pampanga thru the General Services Office (GSO), Capitol Compound, City of San Fernando, Pampanga. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is as stated above.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>Additional Requirement:</p> <p><i>1. Training for operation and maintenance with certificate.</i></p> <p>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.</p>
3	<p>Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.</p> <p style="text-align: center;">(a) The Procuring Entity’s address for Notices is: BIDS AND AWARDS COMMITTEE – SECRETARIAT OFFICE, Ground Floor, Provincial Capitol Bldg., City of San Fernando, Pampanga</p> <p>The Supplier’s address for Notices is : _____</p>
5.1	<p><i>With twenty (20) years warranty on Solar Panels, five (5) years warranty on Inverter and one (1) year warranty on Workmanship. Free Annual Cleaning with Semi-Annual Inspection within the warranty period. 24/7 on-call and service assistance.</i></p>
5.2	<p><i>Warranty/repair for any damage on roofing and facility with regards to the installation of solar panels</i></p>

CONTRACT AGREEMENT

THIS AGREEMENT made this _____ 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, particularly [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 in specified currency*] (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 as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:

- i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and

- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.

4. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

(Insert Procuring Entity)

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

General Conditions of Contract

1. Scope of Contract

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. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions for the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1 Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2 The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder 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 of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project Specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual and, if applicable, additional tests specified in the **SCC, Section IV (Technical Specifications)**. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that the manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 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, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier's is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

