

## Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under

P.R. No. RS-0919-032 and ITB No. 1911-172-01

#### **Schedule of Activities**

Pre-bid Conference	: February 26, 2020 (Wednesday) @ 10:00 A.M. Cafeteria, LRTA Line 2- Depot, Santolan, Pasig City
Submission of Bids	<b>: March 04, 2020 (Wednesday)</b> @ 9:30 A.M. Cafeteria, LRTA Line 2- Depot, Santolan, Pasig City
Opening of Bids	: March 04, 2020 (Wednesday) @ 10:00 A.M. Cafeteria, LRTA Line 2- Depot, Santolan, Pasig City

Complete details of the Contract are in the Bidding Documents, and can be viewed on PhilGEPS and LRTA websites.

The Light Rail Transit Authority (LRTA), through its COB of 2020, intends to apply the sum of Thirty One Million Three Hundred Sixty Thousand Seven Hundred Eighty and 00/100 (₱31,360,780.00) Pesos Only, inclusive of all duties, taxes, and/or other charges, being the Approved Budget for the Contract (ABC) to payments under the afore-mentioned contract. Bids received in excess of the ABC shall be automatically rejected at bid opening. The delivery period is Six (6) months upon receipt of Purchase Order (P.O.)

LRTA now invites bids from Prospective/Interested Bidders with the following details:

		Approved Budget for the Contract (ABC)	Bid Security		
ltem No.	Description		Cash/CC-MC Bank draft/ guarantee or ILC (2%)	Surety bond (5%)	Cost of Bid Documents
	SIGNALING EQUIPMENTS: I	NTERLOCKING			
1	<u>2 pcs.</u> POWER SUPPLY 24V/ 6A NP – 284 or its equivalent	₱ 300,276.00		1	
2	<u>2 pcs.</u> - OPCR CARD or its Equivalent	₱55,012.00			875 000 00
3	<u>2 pcs.</u> - RELAY QN1 12F/4B 50V or its Equivalent	₱146,700.00			₱25,000.00
4	<b><u>2 pcs.</u></b> - RELAY Temporized QTD5 5F/2B or its Equivalent	₽210,880.00			



2 pcs RELAY QNN1 4F/4B 50V (incl. change- over C.V.)	<b>B</b> 210,020,00
	8210 020 00
over c.v.j	₱210,920.00
	,
or its Equivalent	
GNALING EQUIPMENTS: Jointle	ess Track Circuit
<u>5 pcs.</u> - JTC ATP LFRB	
-	₱1,257,490.00
C18966/2 or its	₱551,668.00
Equivalent	
2 pcs. JTC ATP TX EMI	
E25250/K or its	₱1,684,700.00
	.,
	₱1,684,700.00
-	1 1,004,700.00
	₱1,684,700.00
-	P1,004,700.00
	A1 604 700 00
-	₱1,684,700.00
	·····
	B1 C04 700 00
-	₱1,684,700.00
	B4 004 000 0-
	₱1,901,380.00
	₱1,901,380.00
	₱1,901,380.00
<u>2 pcs</u> JTC RX EMI	
E25253/W or its	₱1,901,380.00
Equivalent	
<u>2 pcs</u> JTC RX EMI	
E25253/X or its	₱1,901,380.00
Equivalent	
<u>2 pcs</u> JTC RX EMI	
E25253/Z or its	₱1,901,380.00
Equivalent	
<u>2 pcs</u> JTC TU	
C18932/KLP or its	₱584,876.00
Equivalent	
<u>2 pcs</u> JTC TU	
C18932/MLP or its	₱584,876.00
Equivalent	,
	C19701/2 RESISTOR BOX or its Equivalent 2 pcs JTC ATP LFU C18966/2 or its Equivalent 2 pcs. JTC ATP TX EMI E25250/K or its Equivalent 2 pcs JTC ATP TX EMI E25250/M or its Equivalent 2 pcs JTC ATP TX EMI E25250/V or its Equivalent 2 pcs JTC ATP TX EMI E25250/V or its Equivalent 2 pcs JTC ATP TX EMI E25250/W or its Equivalent 2 pcs JTC ATP TX EMI E25250/Y or its Equivalent 2 pcs JTC RX EMI E25253/K or its Equivalent 2 pcs. JTC RX EMI E25253/M or its Equivalent 2 pcs JTC RX EMI E25253/V or its Equivalent 2 pcs JTC RX EMI E25253/X or its Equivalent 2 pcs JTC RX EMI E25253/X or its Equivalent 2 pcs JTC RX EMI E25253/Z or its Equivalent 2 pcs JTC RX EMI E25253/Z or its Equivalent 2 pcs JTC RX EMI E25253/Z or its Equivalent 2 pcs JTC TU C18932/KLP or its Equivalent 2 pcs JTC TU C18932/MLP or its

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	2 pcs JTC TU		Γ	·	[
21	C18932/VLP or its	₱584,876.00			
	Equivalent	,			
	2 pcs JTC TU				
22	C18932/WLP or its	₱584,876.00			
	Equivalent				
	<u>2 pcs</u> JTC TU				
23	C18932/XLP or its	₱584,876.00			
	Equivalent	,			
	2 pcs JTC TCU C18965/2	·······			
24	(TUNNEL) or its	₽709,350.00			
	Equivalent				
	2 pcs ATO LOOP FEED	, <u>, , , , , , , , , , , , , , , , , , </u>			
25	UNIT WITH SUPPORT or	₱181,676.00			
	its Equivalent				
5	<u>2 pcs</u> SCANNER CARD				
26	(S2/SCN41) for ATO or its	₱1,063,592.00			
	Equivalent				
Signa	aling Equipments : Miscellane	eous Wayside (1 lot			
spare part)					
	<u>4 pcs</u> SHORT				
27	DETECTION ROD or its	₱819,716.00			
ļ	Equivalent				
28	<u>4 pcs</u> LONG DETECTION	₽852,800.00			
	ROD or its equivalent				
SIGNALING EQUIPMENTS: PID SYSTEM					
29	20 pcs PID Control	₱980,580.00			
	Board or its equivalent				
20	20 pcs POWER SUPPLY				
30	24 VDC (6 VA, 50/60 Hz,	₱1,263,960.00			
	230V) or its Equivalent				
L	TOTAL	<b>₽</b> 31,360,780.00		<del>\$</del> 627,215.60	₱627,215.60 ₱1,568,039.00

Note: Prospective bidders have the option to post a Bid Securing Declaration which commits to pay the corresponding amount as fine and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as required in the guidelines issued by the GPPB.

Bidding will be conducted through open competitive bidding procedure using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act No. 9184, otherwise known as the "Government Procurement Reform Act".

Bidding is restricted to Filipino citizens / sole proprietorships, partnerships, or organizations with at least sixty (60%) percent interest or outstanding capital stock belonging to citizens of the Philippines.

A complete set of Bidding Documents may be acquired by interested Bidders on **February 19, 2020** (Wednesday) until not later than the deadline for the submission and receipt of bids from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount indicated above.

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

Pre Bid Conference shall be open to all interested Bidders. Parties who have not purchased the Bidding Documents shall be allowed to participate and may raise pertinent queries or clarifications. The BAC shall respond to the said previous clarifications by issuing a Supplemental/Bid Bulletin, duly signed by the BAC Chairperson which will be posted in PhilGEPS and LRTA Website seven (7) days before the deadline on submission of bids.

Submission and Opening of Bids will publicly be held in the presence of the Bidders' authorized representatives who choose to attend. Late bids shall not be accepted. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the Instruction to Bidders and the Bid Data Sheet.

LRTA reserves the right to accept or reject any and all bids, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Eduardo A. Abiva Head, BAC Secretariat BAC Secretariat Office LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City Tel. Nos. 647-3484 to 85 loc. 29872 Email Address: <u>bacsec@lrta.gov.ph</u> Facsimile No. 647-3484 to 85 loc. 29906

El P. Fite

Atty. ELMO STEPHEN P. TRISTE Chairperson, Bids and Awards Committee

Simultaneously posted @ PhilGEPS and LRTA websites, as well as in the LRTA Bulletin Board on February 19, 2020

REPUBLIC OF THE PHILIPPINES Department Of TRansportation LIGHT RAIL TRANSIT AUTHORITY

# BIDDING DOCUMENTS

# Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID)

under

P.R. No. RS-0919-032 and ITB No. 1911-172-01



**Light Rail Transit Authority** 

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The Light Rail Transit Authority (LRTA), through its COB of 2020, intends to apply the sum of **Thirty One Million Three Hundred Sixty Thousand Seven Hundred Eighty and 00/100 (₱31,360,780.00) Pesos Only,** inclusive of all duties, taxes, and/or other charges, being the Approved Budget for the Contract (ABC) to payments under the afore-mentioned contract. Bids received in excess of the ABC shall be automatically rejected at bid opening. The delivery period is **Six (6) months upon receipt of Purchase Order (P.O.)** 

LRTA now invites bids from Prospective/Interested Bidders with the following details:

		Approved Budget	Bid Se	curity	
Item No.	Description	Approved Budget for the Contract (ABC)	Cash/CC-MC Bank draft/ guarantee or ILC (2%)	Surety bond (5%)	Cost of Bid Documents
	SIGNALING EQUIPMENTS: II	NTERLOCKING			
1	<b><u>2 pcs.</u></b> POWER SUPPLY 24V/ 6A NP – 284 or its equivalent	₱ 300,276.00			
2	<b><u>2 pcs.</u></b> - OPCR CARD or its Equivalent	₱55,012.00			
3	<u>2 pcs.</u> - RELAY QN1 12F/4B 50V or its Equivalent	₱146,700.00			<del>8</del> 25,000,00
4	2 pcs RELAY Temporized QTD5 5F/2B or its Equivalent	₱210,880.00			₱25,000.00
5	<u><b>2 pcs.</b></u> - RELAY QNN1 4F/4B 50V (incl. change- over C.V.) or its Equivalent	₱210,920.00			
SIG	GNALING EQUIPMENTS: Join				
6	<u>5 pcs.</u> - JTC ATP LFRB	₱1,257,490.00			

	C19701/2 RESISTOR BOX	
	or its Equivalent	
_	<u>2 pcs.</u> - JTC ATP LFU	
7	C18966/2 or its	₱551,668.00
	Equivalent	
	<u>2 pcs.</u> JTC ATP TX EMI	D4 604
8	E25250/K or its	₱1,684,700.00
	Equivalent	
	<u>2 pcs.</u> - JTC ATP TX EMI	<b>B4 C04 700 00</b>
9	E25250/M or its	₱1,684,700.00
	Equivalent	
	<u>2 pcs</u> JTC ATP TX EMI	<b>.</b>
10	E25250/V or its	₱1,684,700.00
	Equivalent	
	<u>2 pcs</u> JTC ATP TX EMI	
11	E25250/W or its	₱1,684,700.00
	Equivalent	
	<u>2 pcs</u> JTC ATP TX EMI	
12	E25250/Y or its	₱1,684,700.00
	Equivalent	
	<u><b>2 pcs</b></u> JTC RX EMI	
13	E25253/K or its	₱1,901,380.00
	Equivalent	
	<u>2 pcs</u> . JTC RX EMI	
14	E25253/M or its	₱1,901,380.00
	Equivalent	
	<u>2 pcs</u> . JTC RX EMI	
15	E25253/V or its	₱1,901,380.00
	Equivalent	
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_	Equivalent	, , <b>-</b>
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	Equivalent	
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18	E25253/Z or its	₱1,901,380.00
	Equivalent	. 1,501,500.00
<u> </u>	<u>2 pcs</u> JTC TU	
19	C18932/KLP or its	₱584,876.00
15	Equivalent	- JU-,070.00
	<u>2 pcs</u> JTC TU	
20	<u>2 pcs</u> JTC TO C18932/MLP or its	₱584,876.00
20	Equivalent	r J04,070.00
21	<u>2 pcs</u> JTC TU C18022 /// D or its	BE01 076 00
21	C18932/VLP or its	₱584,876.00
	Equivalent	
22	<u>2 pcs</u> JTC TU	BE01 070 00
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25	UNIT WITH SUPPORT or	₱181,676.00			
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29	Board or its equivalent	₱980,580.00			
	20 pcs POWER SUPPLY				
30	24 VDC (6 VA, 50/60 Hz,	₱1,263,960.00			
	230V) or its Equivalent				
	TOTAL	₱31,360,780.00		₱627,215.60	₱627,215.60 ₱1,568,039.00

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#### Atty. ELMO STEPHEN P. TRISTE

Chairperson, Bids and Awards Committee

Simultaneously posted @ PhilGEPS and LRTA websites, as well as in the LRTA Bulletin Board on February 19, 2020

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#### **INSTRUCTIONS TO BIDDERS (GOODS)**

#### General

#### 1. Scope of Bid

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

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

- 3. Corrupt, Fraudulent, Collusive, and Coercive Practices
  - 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
    - (a) defines, for purposes of this provision, the terms set forth below as follows:
      - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
      - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
      - (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
      - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
      - (v) "obstructive practice" is
        - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt,

fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

#### **4.** Conflict of Interest

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

consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

#### 5. Eligible Bidders

- 5.1. Unless otherwise provided in the **BDS**, the following persons shall be eligible to participate in this bidding:
  - (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty per cent (60%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty per cent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty per cent (60%) of the interest belongs to citizens of the Philippines; and
  - (e) Unless otherwise provided in the **<u>BDS</u>**, persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty per cent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
  - (a) When a Treaty or International or Executive Agreement as provided in Section 4.3 of the RA 9184 and its 2016 Revised IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National

Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the <u>BDS</u>, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1 (a)(iii).

5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a committed Line of Credit issued by a Universal or Commercial Bank in lieu of NFCC.

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

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

The values of the domestic bidder's current assets and liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

If the prospective bidder submits a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid: Provided, that if the same is issued by a foreign Universal or Commercial bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.

#### 6. Bidder's Responsibilities

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

Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;

- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

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

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

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

#### **A.** Contents of Bidding Documents

#### 9. Pre-Bid Conference

9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the <u>BDS</u>.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- **10.** Clarification and Amendment of Bidding Documents
  - 10.1. Bidders who have purchased the Bidding Documents may request for clarification on any part of the Bidding Documents for an interpretation. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
  - 10.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
  - 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

#### **B.** Preparation of Bids

#### 11. Language of Bid

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

#### 12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **<u>BDS</u>**, the first envelope shall contain the following eligibility and technical documents:
  - (a) Eligibility Documents –

Class "A" Documents:

- Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the <u>BDS</u>;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184;
- (iii) Tax Clearance per E.O. 398, 2005, as finally reviewed and approved by the Bureau of Internal revenue (BIR);

**Technical Documents** 

- (iv) Statement of the prospective bidder of all its on-going and private contracts within the period stated in the <u>BDS</u>, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid.
- (v) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4, within the relevant period as provided in the Bidding Documents in the case of goods. The SLCC that is similar to the contract to be bid, whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the ABC.

The statements shall include, for each contract, the following:

- (v.1) name of the contract;
- (v.2) date of the contract;
- (v.3) kinds of Goods;
- (v.4) amount of contract and value of outstanding contracts;
- (v.5) date of delivery; and
- (v.6) end user's acceptance or official receipt(s) issued for the contract, if completed.
- (vi) In the case of procurement of Infrastructure Projects, a valid Philippine Contractors Accreditation Board (PCAB) License or Special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract to be bid;

**Financial Documents** 

- (vii) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from the date of bid submission;
- (viii) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) pursuant to GPPB Resolution No. 20-2013 in accordance with ITB Clause 5.5. However, in case of procurement of Goods, a bidder may submit a committed Line of Credit issued by a Universal or Commercial bank, in lieu of its NFCC;

#### Class "B" Document:

(ix) For Goods, if applicable, the JVA in case the joint venture is already in existence. In the absence of a JVA, a duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be a ground for the forfeiture of the bid security.

For Infrastructure Projects, JV bidders shall submit a JVA in accordance with R.A. 4566 and its IRR.

Each partner of the joint venture shall submit their respective PHilGEPS Certificates of Registration in accordance with Section 8.5.2 of the 2016 Revised IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance; Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and Audited Financial Statements.

#### (b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
  - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
  - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA
   9184 and using the form prescribed in Section VIII. Bidding Forms.
- **13.** Documents Comprising the Bid: Financial Component
  - 13.1. Unless otherwise stated in the **<u>BDS</u>**, the financial component of the bid shall contain the following:
    - (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;

- (b) If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification from the DTI, SEC, or CDA issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **<u>BDS</u>**.
- 13.2. (a) Unless otherwise stated in the **<u>BDS</u>**, all bids that exceed the ABC shall not be accepted.
  - (b) Unless otherwise indicated in the **<u>BDS</u>**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
    - (i) 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.
    - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
    - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
    - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
    - (v) The procuring entity has established a system to monitor and report bid prices relative to ABC and procuring entity's estimate. 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.

#### **14.** Alternative Bids

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

#### **15.** Bid Prices

- 15.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the *Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-*0010.022 and *ITB* No. 1011, 172-01

International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - (a) For Goods offered from within the Procuring Entity's country:
    - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
      - (i.1) on the components and raw material used in the manufacture or assembly of Goods quoted ex works or ex factory; or
      - (i.2) on the previously imported Goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf and any Procuring Entity country sales and other taxes which will be payable on the Goods if the contract is awarded.
    - (ii) The price for inland transportation, insurance, and other local costs incidental to delivery of the Goods to their final destination.
    - (iii) The price of other (incidental) services, if any, listed in the **BDS**.
  - (b) For Goods offered from abroad:
    - Unless otherwise stated in the <u>BDS</u>, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the <u>BDS</u>. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
    - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

All bid prices shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Extraordinary circumstances refer to events that may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

#### 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
  - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
  - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the <u>BDS</u>. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

#### **17.** Bid Validity

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

#### **18.** Bid Security

18.1. The bidders shall submit a Bid Securing Declaration, or any form of Bid Security in an amount stated in the <u>BDS</u> which shall not be less than the required percentage of the ABC in accordance with the following schedule:

Form of Bid Security (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Amount of Bid Security (Not less than the required Percentage of the ABC)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%) of the ABC
<ul> <li>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</li> </ul>	Five percent (5%) of the ABC

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

18.2. The bid security should be valid for the period specified in the <u>BDS</u>. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to ITB Clause 28.3(b);
    - (iii) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in **ITB** Clause 29.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
    - (viii) refusal or failure to post the required performance security within the prescribed time;
    - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
    - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
    - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
    - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
  - (b) if the successful Bidder:
    - (i) fails to sign the contract in accordance with ITB Clause 32; or
    - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

#### **19.** Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

#### 20. Sealing and Marking of Bids

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

#### C. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

#### **22.** Late Bids

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

- **23.** Modification and Withdrawal of Bids
  - 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
  - 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
  - 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
  - 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.
- **24.** Opening and Preliminary Examination of Bids
  - 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
  - 24.2. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only

bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (v).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents described in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clauses 12.1(a)(i), 12.1(a)(ii) and 12.1(a)(iii). Submission of documents required under **ITB** Clauses 12.1(a)(iv) to 12.1(a)(ix) by any of the joint venture partners constitutes compliance, subject to the provisions of Section 23.1(b) of the 2016 Revised IRR of RA 9184.
- 24.7. A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
  - **D.** Evaluation and Comparison of Bids

#### 25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, Secretariat and TWG, as well as Observers, are prohibited from making or accepting any communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award. However, the BAC, though its Secretariat, may ask in writing the bidder for a clarification of its bid subject to Clause 26 of this ITB.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.
- **26.** Clarification of Bids

To assist in the evaluation, comparison, and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall

be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

#### **27.** Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:
  - (a) The preference shall be applied when (i) the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder, or (ii) the lowest bid offered by a non-Philippine national is lower than the lowest bid offered by a Domestic Entity.
  - (b) For evaluation purposes, the lowest Foreign Bid or the bid offered by a non-Philippine national shall be increased by fifteen percent (15%).
  - (c) In the event that (i) the lowest bid offered by a Domestic Entity does not exceed the lowest Foreign Bid as increased, or (ii) the lowest bid offered by a non-Philippine national as increased, then the Procuring Entity shall award the contract to the Domestic Bidder/Entity at the amount of the lowest Foreign Bid or the bid offered by a non-Philippine national, as the case may be.
  - (d) If the Domestic Entity/Bidder refuses to accept the award of contract at the amount of the Foreign Bid or bid offered by a non-Philippine national within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid or the non-Philippine national, as the case may be, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.
- 27.2. A Bidder may be granted preference as a Domestic Entity subject to the certification from the DTI (in case of sole proprietorships), SEC (in case of partnerships and corporations), or CDA (in case of cooperatives) that the (a) sole proprietor is a citizen of the Philippines or the partnership, corporation, cooperative, or association is duly organized under the laws of the Philippines with at least seventy five percent (75%) of its interest or outstanding capital stock belonging to citizens of the Philippines, (b) habitually established in business and habitually engaged in the manufacture or sale of the merchandise covered by his bid, and (c) the business has been in existence for at least five (5) consecutive years prior to the advertisement and/or posting of the Invitation to Bid for this Project.
- 27.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.
- **28.** Detailed Evaluation and Comparison of Bids
  - 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
  - 28.2. The Lowest Calculated Bid shall be determined in two steps:
    - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
    - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

- 28.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. Unless otherwise specified in the **BDS**, the BAC shall consider the following in the evaluation of bids:
  - (a) <u>Completeness of the bid.</u> Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
  - (b) <u>Arithmetical corrections.</u> Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the <u>BDS</u>. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the <u>BDS</u>.
- 28.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 29. Post-Qualification
  - 29.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12 and 13.
  - 29.2. Within five (5) calendar days from receipt by the bidder of the notice from the BAC that it has the Lowest Calculated Bid (LCB), the Bidder shall submit the following documentary requirements:
    - (a) Latest income and business tax returns in the form specified in the **<u>BDS</u>**;
    - (b) Certificate of PhilGEPS Registration; and
    - (c) Other appropriate licenses and permits required by law and stated in the **<u>BDS</u>**.

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

- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid,

and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 29.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the bidder with the LCRB or SCRB, and the recommendation to award the contract, the HOPE or his duly authorized representative shall approve or disapprove the said recommendation.

#### **30.** Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a failure of bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
    - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
  - (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;

- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The Bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

#### E. Award of Contract

#### 31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the Procuring Entity shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the valid JVA, if applicable, within ten (10) calendar days from receipt by the Bidder of the Notice of Award;
  - (b) Posting of the performance security in accordance with **ITB** Clause 33;
  - (c) Signing of the contract as provided in **ITB** Clause 32; and
  - (d) Approval by higher authority, if required.
- 31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.
- **32.** Signing of the Contract
  - 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
  - 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to the Procuring Entity.
  - 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
  - 32.4. The following documents shall form part of the contract:
    - (a) Contract Agreement;
    - (b) Bidding Documents;
    - (c) Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
    - (d) Performance Security;
    - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;

#### (f) Notice of Award of Contract; and

- (g) Other contract documents that may be required by existing laws and/or the procuring entity concerned specified in the <u>BDS</u>.
- **33.** Performance Security
  - 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
  - 33.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the required percentage of the total contract price in accordance with the following schedule:

	Form of Performance Security	Amount of Performance Security (Not less than the required Percentage of the Total Contract Price)
(a)	Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
(b)	Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five percent (5%) of the ABC
(c)	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%) of the ABC

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

#### **34.** Notice to Proceed

- 34.1. Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed together with a copy of the approved contract to the successful bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt therof by the successful bidder.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

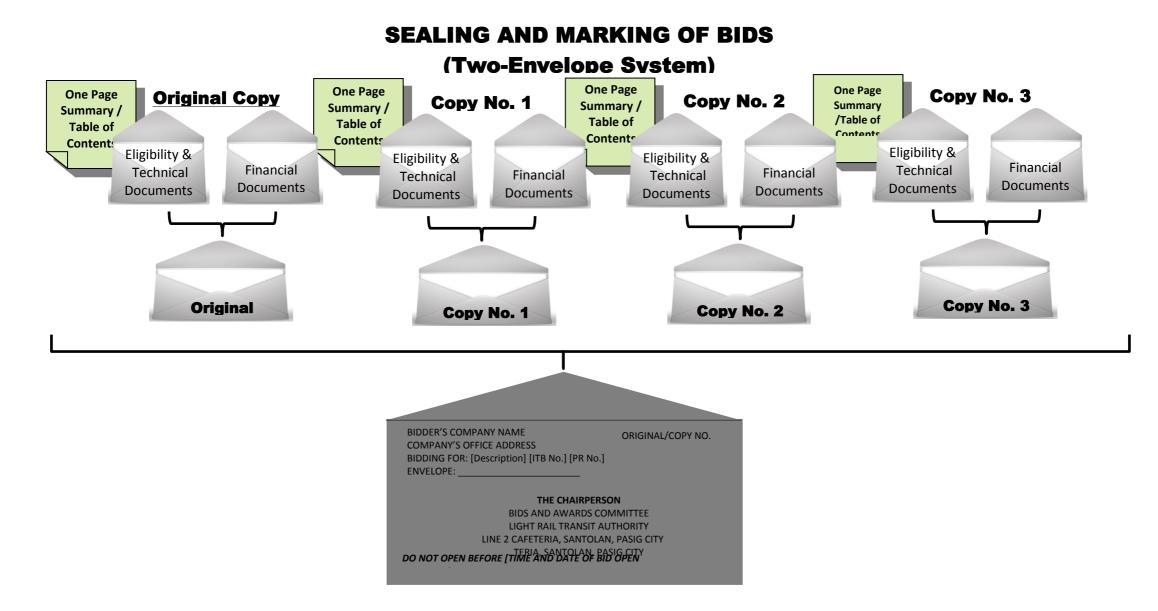
Section III. Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is the LIGHT RAIL TRANSIT AUTHORITY (LRTA)
1.2	The name of the Contract: Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID)
2	The Funding Source is: The Light Rail Transit Authority (LRTA) through the COB 2020 in the total amount of <b>Thirty One Million Three Hundred Sixty Thousand Seven Hundred Eighty and 00/100</b> (₱31,360,780.00) Pesos Only, inclusive of all duties, taxes and/or other charges.
3.1	No further instructions.
5.1	No further instructions.
5.1(e)	No further instructions.
5.2	None of the circumstances mentioned in the ITB Clause exists in this Project. Foreign bidders, except those falling under ITB Clause 5.2(b), may not participate in this Project.
5.4	The Bidder must have completed, within the last five (5) years prior to the date of submission of bid, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, <i>similar contracts shall refer to any contract/s involving the supply and Delivery of spare parts for Power; Catenary; Signaling and Telecoms; AFCS; Trackworks; Rolling Stocks and/or Depot or Station Facilities and Equipment</i> .
5.5	The bidder must submit a computation of Net Financial Contracting Capacity (NFCC). However, in the case of procurement of Goods, a bidder may submit a committed Line of Credit from a Universal or Commercial Bank, in lieu of its NFCC computation.
6.3	No further instructions.
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable
9.1	The Procuring Entity will hold a pre-bid conference for this contract on <b>February 26, 2020</b> (Wednesday), 10:00 am at the Cafeteria, LRTA Line 2-Depot, Santolan, Pasig City.
10.1	The Procuring Entity's address is: LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City <i>Contact Person:</i> <b>Eduardo A. Abiva</b> Head, BAC Secretariat BAC Secretariat Office LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City Tel. Nos. 647-3484 to 85 loc. 29872 Email Address: <b>bacsec@Irta.gov.ph</b> Facsimile No. 647-34-79 loc. 29906
12.1	No further Instructions
12.1(a)(i), (ii),(iii) and (vii)	PhilGEPS Certificate of Registration and Membership under Platinum Category if already available <u>OR</u> in lieu thereof, submission of the bidder's Class "A" Documents which include Mayor's/Business Permit, SEC or DTI Registration, Tax Clearance, Audited Financial Statement, <u>OR</u> a combination of PhilGEPS Platinum Certificate and

	any of the Class "A" Documents.
	In case the bidder opted to submit their Class "A" Documents, the Certificate of Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 IRR of RA No. 9184 (GPPB Circular 07-2017, 31 July 2017).
12.1(a)(iv)	The statement of <b>ALL</b> on-going, and <b>AT LEAST ONE</b> (1) completed (compliant to track record requirement provided in BDS Clause 5.4) government and private contracts which shall include all such contracts within Five (5) consecutive years prior to the deadline for the submission and receipt of bids.
	Required Form Nos. 1 and 2 – Statements of ALL On-going Contracts and at least one (1) Completed Contract, respectively.
12 1(b)(ii)	Aside from the conformity with the Schedule of Requirements and Technical Specifications, enumerated and specified in Sections VI and VII, respectively, of the Bidding Documents, bidders must also submit the following additional duly signed Technical Documents that must be included in the first envelope, to wit:
12.1(b)(ii)	<ol> <li>Technical drawings and/or Brochure of the brand and model being offered;</li> <li>Certificate of Dealership or Authority to Sell Directly or Indirectly issued by the Manufacturer;</li> </ol>
12.1 (b)(iii)	Bidders must submit Omnibus Affidavit, Waiver and Undertaking (Required Form No. 3)
	BIDDERS must also submit valid appointment in the form of Board Resolution and/or Board Secretary's Certificate with specimen signature of the Bidder's authorized representative to transact with LRTA relative to the subject procurement process and/or signatory in all the required tender documents, including the authority to enter into a Joint Venture Agreement (JVA) (if applicable), and appoint the lead partner and representative of the JVA. If executed abroad, the same must be duly authenticated by the Philippine Consulate in the place of execution.
13.1	Bidders must submit required <b>Bid Form (Form No. 4.)</b> together with the forms <b>For</b> <b>Goods Offered From Within the Philippines and/or From Abroad (Form No. 5 / No. 5-</b> <b>A).</b>
13.1 (b)	No further instructions.
13.1 (c)	No further instructions.
13.2(a)	The ABC is Thirty One Million Three Hundred Sixty Thousand Seven Hundred Eighty and 00/100 (#31,360,780.00) Pesos Only, inclusive of all duties, taxes and/or other charges. Any bid with a financial component exceeding this amount shall not be accepted.
13.2 (b)	Not applicable.
15.4 (a)(iii)	No further instructions.
15.4(b)(i)	The price of the Goods shall be quoted Delivered Duty Paid (DDP) LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City, Philippines.
15.4(b)(ii)	No further instructions.
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines may be quoted in Philippine Currency or other Currency recognized or acceptable to the Bangko Sentral ng Pilipinas (BSP).

16.3	Payment shall be made in Philippine Currency.	
10.5	Bids shall remain valid <b>one hundred twenty (120) calendar days</b> from the date of	
17.1	opening of bids.	
	<ul> <li>Prospective bidders shall submit a Bid Securing Declaration OR any other form of Bid Security in an amount not less than the required percentage of the ABC in accordance with the following schedule:</li> <li>A. #627,215.60, if bid security is in cash, cashier's/manager's check, bank</li> </ul>	
	draft/guarantee or irrevocable letter of credit;	
18.1	B. ₱1,568,039.00, if bid security is in Surety Bond; or	
	<b>Note:</b> For item B the <b>ORIGINAL RECEIPT (O.R)</b> which correspond to the payment of premium as well as a copy of a Certification duly signed by the insurance Commission authorizing such surety or insurance company to issue such security must be attached and submitted.	
18.2	The bids security shall be valid from <b>120 calendar day</b> s from the date of opening of bids.	
	Each Bidder shall submit <b>one (1) set</b> of original and <b>three (3) copies each</b> of the first and second components of its bid in two (2) separate envelopes duly marked as instructed herein. Each set must be properly tabbed for easy reference.	
20.3	Each prospective bidder shall accomplish a duly signed one (1) page summary indicating or outlining therein the number of pages comprising each set of documents submitted in compliance to the Technical and Financial Components of its bid, respectively, including the total number of pages forming each of two components. Moreover, all pages submitted must be numbered.	
20.5	The bidders shall prepare and submit simultaneously their eligibility documents & technical proposals, and bid proposals, in <b>Four (4) sets</b> , securely sealed in an envelope. Please refer to attached drawings for proper markings and sealing of envelope. See attached sample/diagram on Marking and Sealing of envelope (BDS Annex 1).	
	Non-compliance with the one (1) page summary, page numbering, and tabbing above shall not be grounds for disqualification. However, any loss and/or misplacement of documents shall be exclusively borne by the BIDDER.	
	The address for submission of bids is Cafeteria, Line 2 Depot, Santolan, Pasig City.	
21	The deadline for submission of bids is on March 04, 2020 (Wednesday) at 9:30 in the morning. However, the bidder has the option to submit its bid prior to the said date at the BAC Secretariat - Procurement Office during office hour (8:00 am to 5:00 pm).	
24.1	The place of bid opening is Cafeteria, LRTA Line 2 Depot, Santolan, Pasig City. The date and time of bid opening is at 10:00 in the morning on March 04, 2020 (Wednesday)	
24.2	No further instructions.	
25.1	No further instructions.	
27.1	No further instructions.	
28.3	The goods are in a single lot for purposes of bidding, evaluation, and contract award. <i>However</i> , the bid price for each item must not exceed the approved budget per item and the total ABC as indicated in the invitation to bid. Item bid price that exceeds the	

	approved budget item will be a ground for disqualification.	
28.3(b)	Bid modification shall not be allowed.	
28.4	No further instructions.	
29.2(a)	<ul> <li>Bidders shall submit tax returns filed through the Electronic Filing and Payments</li> <li>System (EFPS).</li> <li>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</li> </ul>	
29.2(b)	No further instructions.	
34.2	The "Effective Date" of the Contract will be from the date of receipt by the Bidder of the Purchase Order until the period specified therein.	



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### 1. Definitions

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

#### 2. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 2.1. Unless otherwise provided in the <u>SCC</u>, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 2.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

## 3. Inspection and Audit by the Funding Source

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

### 4. Governing Law and Language

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

### 5. Notices

- 5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the <u>SCC</u>, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.
- 5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the <u>SCC</u> for **GCC** Clause 5.1.

### 6. Scope of Contract

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

#### 7. Subcontracting

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

## 8. Procuring Entity's Responsibilities

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

#### 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 29.

### 10. Payment

- 10.1. Payments shall be made only upon a certification by the Head of the Procuring Entity to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the <u>SCC</u> provision for GCC Clause 6.2, and upon fulfilment of other obligations stipulated in this Contract.
- 10.3. Pursuant to <u>GCC</u> Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the <u>SCC</u>.
- 10.4. Unless otherwise provided in the <u>SCC</u>, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5. Unless otherwise provided in the <u>SCC</u>, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the <u>SCC</u>. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

#### **11.** Advance Payment and Terms of Payment

- 11.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
  - (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
  - (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon

submission of the documents (i) through (vi) specified in the <u>SCC</u> provision on Delivery and Documents.

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

#### **12.** Taxes and Duties

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

#### **13.** Performance Security

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 33.2.
- 13.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the <u>SCC</u>.
- 13.5. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

#### 14. Use of Contract Documents and Information

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

#### 15. Standards

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

#### 16. Inspection and Tests

- 16.1. The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The <u>SCC</u> and Section VII. Technical Specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.
- 16.3. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the <u>SCC.</u> The obligation for the warranty shall be covered by, at the Supplier's option, either

retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the <u>SCC</u>. The said amounts shall only be released after the lapse of the warranty period specified in the <u>SCC</u>; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

- 17.4. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the <u>SCC</u> and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

#### **18.** Delays in the Supplier's Performance

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

#### **19.** Liquidated Damages

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

## 20. Settlement of Disputes

20.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

### 21. Liability of the Supplier

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

#### 22. Force Majeure

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

#### 23. Termination for Default

- 23.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
  - (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the

Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;

- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.
- 23.2. In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### 24. Termination for Insolvency

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

#### 25. Termination for Convenience

- 25.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
  - (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
  - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

### 26. Termination for Unlawful Acts

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

### 27. Procedures for Termination of Contracts

- 27.1. The following provisions shall govern the procedures for termination of this Contract:
  - (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
  - (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
    - that this Contract is being terminated for any of the ground(s) aforementioned, and a statement of the acts that constitute the ground(s) constituting the same;
    - (ii) the extent of termination, whether in whole or in part;
    - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
    - (iv) special instructions of the Procuring Entity, if any.
  - (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
  - (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the Head of the Procuring Entity a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating this Contract;
  - (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
  - (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

#### 28. Assignment of Rights

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

### 29. Contract Amendment

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

### 30. Application

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

GCC Clause		
1.1(g)	The Procuring Entity is Light Rail Transit Authority	
1.1 (i)	The Supplier is	
1.1 (j)	The Funding Source is:	
	COB of 2020 in the total amount of Thirty One Million Three Hundred Sixty Thousand Seven Hundred Eighty and 00/100 (₱31,360,780.00) Pesos Only, inclusive of all duties, taxes and/or other charges.	
1.1 (k)	The Project Site is along LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City.	
5.1	The Procuring Entity's address for Notices is: LRTA Line 2 Depot, Marcos Highway, Santolan, Pasig City (Tel No. 647-3484 to 85 loc. 29872)	
	The Supplier's address for Notices is:	
6.2	Delivery and Documents –	
	For purposes of the <b>Contract</b> , "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:	
	For Goods Supplied from Abroad, state "The delivery terms applicable to the Contra are DDP delivered <b>LRT Line 2 Depot, Marcos Highway, Santolan, Pasig City,</b> accordance with INCOTERMS."	
	For Goods Supplied from Within the Philippines, state "The delivery terms applicate to this Contract are delivered <b>LRT Line 2 Depot, Marcos Highway, Santolan, Pas</b> <b>City.</b> Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."	
	Delivery of the Goods shall be made by the Supplier in accordance with the term specified in Schedule of Requirements. The details of shipping and/or othe documents to be furnished by the Supplier are as follows;	
	For Goods supplied from within the Philippines:	
	Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:	
	<ul> <li>a) Original and four copies of the Supplier's invoice showing Good's description, quantity, unit price, and total amount;</li> <li>b) Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> </ul>	
	<ul> <li>c) Original Supplier's factory inspection report;</li> <li>d) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> </ul>	
	<ul> <li>e) Original and four copies of the certificate of origin (for imported Goods);</li> <li>f) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>g) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and</li> </ul>	

h)	Four copies of the Invoice Receipt for Property signed by the Procuring
	Entity's representative at the Project Site.

For Goods supplied from abroad:

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

- i) Original and four copies of the Supplier's invoice showing Good's description, quantity, unit price, and total amount;
- j) Original and four copies of the negotiable, clean shipped on board bill lading marked "freight pre-paid" and five copies of the non – negotiable bill of lading;
- k) Original Supplier's factory inspection report;
- Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- m) Original and four copies of the certificate of origin (for imported Goods);
- n) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- o) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site;
- p) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site;

For purposes of this Clause the Procuring Entity's Representative at the Project Site is the duly authorized supply/materials officer or representative of the Inspection and Acceptance Committee duly constituted for the purpose, whichever is applicable.

## Spare Parts –

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

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of *three (3) years from acceptance*.

Other spare parts and components shall be supplied as promptly as possible, but in any case within one (1) month of placing the order.

Packaging –
-------------

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

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

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

- a) Name of the Procuring Entity
- b) Name of the Supplier
- c) Contract Description
- d) Final Destination
- e) Gross Weight
- f) Any special lifting instructions
- g) Any special handling instructions
- h) Any relevant HAZCHEM classifications

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

#### Insurance –

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

#### Transportation –

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

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippines registry. In the vent that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is

	not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 22. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. <b>Patent Rights –</b>
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
10.4	No further instructions.
10.5	<ol> <li>First sentence: Letter of Credit (LC) is not allowed</li> <li>Second sentence: No further instructions</li> </ol>
11.3	No further instructions
13.4 (c)	No further instructions.
16.1	All offered items are subject for testing prior to the final acceptance. Test Procedures are attached as "ANNEX A" in Section VII, Technical Specifications.
17.3	<ol> <li>First sentence: one (1) year Warranty upon acceptance.</li> <li>Second sentence: 1% (<i>Note: GCC Clause 10.1 will not apply.</i>)</li> <li>Third sentence: One (1) year</li> </ol>
17.4	No further instructions.
21.1	No additional provision.

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item	Qty	Unit	Description	Delivered, Weeks/Months	Bidder's Proposal (State whether "Comply" or "Not Comply")
1	1	LOT	Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID)	Within Six (6) months upon receipt of Purchase Order (P.O.)	

Authorized Representative (Signature over Printed Name)

Company

Date

# **Technical Specifications**

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. <u>Statements of "Comply"</u> 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 3.1(a)(ii) and/or GCC Clause 2.1(a)(ii).

Item	Description	Bidder's Proposal		
No.	(Note: All indicated Part Numbers/Type ARE FOR REFERENCE ONLY)	(Brand, Model, Technical Specification)	(State whether "Comply" or "Not Comply" with cross- reference to that evidence and indicate the brand, make and/or model)	
Signaling	g Equipments: INTERLOCKING			
1	2 pcs POWER SUPPLY 24V/ 6A NP - 284 or its equivalent Part No.: 1701726 Specification:	Brand: Model No		
	Voltage Output: 24V @ 6A			
2	2 pcs OPCR CARD or its equivalent PART NO. : 1701089 Specification:	Brand: Model No		
	Power requirement: 24Vdc Signal Power: 50 Vdc (VPIM and VROM) : 110Vdc (VLOM)			
3	2 pcs RELAY QN1 12F/4B 50V or its equivalent PART NO. : 2241410 Specification: Type: Neutral	Brand: Model No		
	Style: QN1			
	Input Voltage: 50 VDC			
	Coil Resistance: 1500 ohms			
	Contact Arrangements: 12F - 4B			
4	2 pcs RELAY Temporized QTD5 5F/2B or its equivalent PART NO. : 2241951	Brand: Model No		
	Specification:			
	Type: Timer (safety-critical, slow-operate timer relay)			
	Style: QTD5			
	Input Voltage: 50 VDC			
	Contact Arrangements: 5F - 8B			

5	2 pcs RELAY QNN1 4F/4B (incl. change-over CV) or its equivalent PART NO. : 2241513 Specification: Type: Neutral Style: QNN1 Coil Rating: 50 Vdc Contact Arrangements: 2 x 4F4B	Brand: Model No 	
Signaling	g Equipments: Jointless Track Circuits	Τ	Ι
6	5 pcs JTC ATP LFRB C19701/2 RESISTOR BOX or its equivalent PART NO. : 2632645 Specification: USAGE: Use in conjunction with the LFU to feed signals from a transmitter into an ATP Loop.	Brand: Model No 	
7	<b>2 pcs - JTC ATP LFU C18966/2</b> or its equivalent <b>PART NO. : 2632636</b> <b>Specification:</b> Frequency: between 4kHz to 7 kHz	Brand: Model No	
8	2 pcs JTC ATP TX EMI E25250/K or its equivalent PART NO. : 2633211 Specification: Input Voltage: 110 VAC Carrier Frequency: 4320 Hz - with two 30-way connectors	Brand: Model No	
9	2 pcs JTC ATP TX EMI E25250/M or its equivalent PART NO. : 2633239 Specification: Input Voltage: 110 VAC Carrier Frequency: 5280 Hz - with two 30-way connectors	Brand: Model No	
10	2 pcs JTC ATP TX EMI E25250/V or its equivalent PART NO. : 2633248 Specification: Input Voltage: 110 VAC Carrier Frequency: 4080 Hz - with two 30-way connectors	Brand: Model No	

11	2 pcs JTC ATP TX EMI E25250/W or its equivalent PART NO. : 2633257 Specification: Input Voltage: 110 VAC Carrier Frequency: 4560 Hz - with two 30-way connectors	Brand: Model No	
12	2 pcs JTC ATP TX EMI E25250/Y or its equivalent PART NO. : 2633275 Specification: Input Voltage: 110 VAC Carrier Frequency: 5520 Hz - with two 30-way connectors	Brand: Model No	
13	2 pcs JTC RX EMI E25253/K or its equivalent PART NO. : 2633819/ 2633305 Specification: Input Voltage: 110 VAC Carrier Frequency: 4320 Hz - with two 30-way connectors and 4 mm banana sockets	Brand: Model No	
14	2 pcs JTC RX EMI E25253/M or its equivalent PART NO. : 2633314 / 2633828 Specification: Input Voltage: 110 VAC Carrier Frequency: 5280 Hz - with two 30-way connectors	Brand: Model No	
15	2 pcs JTC RX EMI E25253/V or its equivalent PART NO. : 2633323 Specification: Input Voltage: 110 VAC Carrier Frequency: 4080 Hz - with two 30-way connectors	Brand: Model No	
16	2 pcs JTC RX EMI E25253/W or its equivalent PART NO. : 2633846 / 2633332 Specification: Input Voltage: 110 VAC Carrier Frequency: 4560 Hz - with two 30-way connectors and 4 mm	Brand: Model No	

	banana sockets	·	
17	2 pcs JTC RX EMI E25253/X or its equivalent PART NO. : 2633855 /2633341 Specification: Input Voltage: 110 VAC Carrier Frequency: 5040 Hz - with two 30-way connectors and 4 mm banana sockets	Brand: Model No	
18	2 pcs JTC RX EMI E25253/Z or its equivalent PART NO. : 2633873 Specification: Input Voltage: 110 VAC Carrier Frequency: 6000 Hz - with two 30-way connectors	Brand: Model No 	
19	2 pcs JTC TU C18932/KLP or its equivalent PART NO. : 2632186 Specification: Carrier Frequency: 4320 Hz Dimensions (HxLxW): 125 mm X 200 mm X 200 mm Weight: 4 Kgs.	Brand: Model No	
20	2 pcs JTC TU C18932/MLP or its equivalent PART NO. : 2632207 Specification: Carrier Frequency: 5280 Hz Dimensions (HxLxW): 125 mm X 200 mm X 200 mm Weight: 4 Kgs.	Brand: Model No	
21	2 pcs JTC TU C18932/VLP or its equivalent PART NO. : 2632216 Specification: Carrier Frequency: 4080 Hz Dimensions (HxLxW): 125 mm X 200 mm X 200 mm Weight: 4 Kgs.	Brand: Model No	
22	2 pcs JTC TU C18932/WLP or its equivalent PART NO. : 2632225 Specification: Carrier Frequency: 4560 Hz Dimensions (HxLxW): 125 mm X 200 mm X	Brand: Model No	

	200 mm		
	200 mm		
	Weight: 4 Kgs.		
23	2 pcs JTC TU C18932/XLP or its equivalent PART NO. : 2632234 Specification:	Brand: Model No	
	Carrier Frequency: 5040 Hz		
	Dimensions (HxLxW): 125 mm X 200 mm X 200 mm		
	Weight: 4 Kgs.		
24	2 pcs JTC TCU C18965/2 (TUNNEL) or its equivalent	Brand: Model No	
	PART NO. : 2632597		
	Specification:		
	Operating Frequency: between 1.7 kHz and 2.6 kHz		
	Dimensions (HxLxW): 125 mm X 200 mm X		
	200 mm		
	Weight: 4 Kgs.		
25	2 pcs ATO LOOP FEED UNIT WITH SUPPORT	Brand:	
	or its equivalent	Model No	
	PART NO. : 2686305		
	Specification:		
	Dimensions(HxW): 13.5 cmx11.1 cm		
	Diameter hole: 1.3 cm		
26	SCANNER CARD (S2/SCN41) for ATO	Brand:	
	or its equivalent	Model No	
	PART NO. : 1671191		
	Specification:		
	USAGE:		
	Diagnose the status of ATO		
	equipment		
Signalin	g Equipments : Miscellaneous Wayside (1 lot sp	pare part)	
27	4 pcs SHORT DETECTION ROD or its	Brand:	
	equivalent	Model No	
	Specification:		
	Please refer to attached TEMPLATE / DRAWING		
	(Shall fit to existing equipment)		
28	4 pcs LONG DETECTION ROD or its equivalent	Brand:	
	Specification:	Model No	
	Please refer to attached TEMPLATE /		
	DRAWING		
	(Shall fit to existing equipment)		

Signalin	Signaling Equipments: PID ( 1 lot spare part)						
29	20 pcs PID Control Board or its equivalent Specification: Model version: PCB V1.3 Control Board	Brand: Model No					
30	20 pcs POWER SUPPLY 24 VDC (6 VA, 50/60 Hz, 230V) or its equivalent Specification: Type: Single Output Switching Power Supply No. of Pins: 5 OUTPUT DC Voltage: 5V Rated Current: 12A Current Range: 0-12A INPUT Voltage Range: 100-240 VAC AC Current (Type): 2A / 115 VAC 1A / 230 VAC	Brand: Model No					

Note:

1. The bidder's proposal must specifically indicate the **<u>brand</u>**, **<u>make and/or model</u>** of the offered product/item in the Bidders proposal column together with the "Comply" or "Not Comply" remark or in a separate sheet if necessary.

2. Testing Parameters and Procedures upon delivery are outlined in Clause 16.1 of the Special Conditions of Contract (SCC).

Authorized Representative (Signature over Printed Name)

Company

Date

# Warranty Package

ltem	Description	Warranty Package	Bidder's Proposal (State whether "Comply" or "Not Comply")
1	Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID)	One (1) year Warranty	

Authorized Representative (Signature over Printed Name)

Company

Date

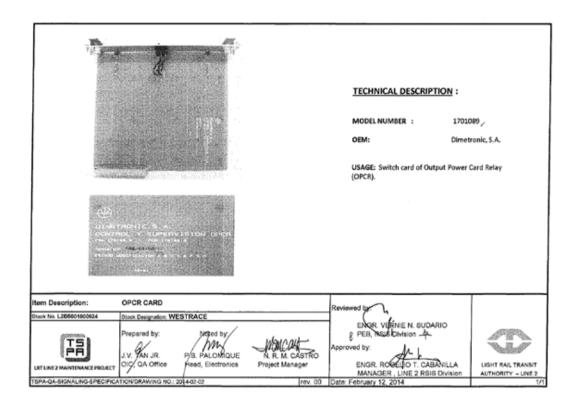
## **DRAWINGS**

Note: The drawings attached are for reference only intended merely to provide guidance in appreciating the required item. Bidders are under obligation not to violate, infringe or breach any patent, trademark industrial design right, copyright or intellectual property right.

The manufacturer/supplier shall indemnify and/or hold harmless LRTA or any officer or employee thereof against any claim or cause of action relative to or in connection with any such violation, infringement, or breach any patent, trademark industrial design right, copyright or intellectual property right.

P	OWER SUPP	Item 1 2LY 24V/ 6	5A NP – 284		
			TECHNICAL SPECIFICA REFERENCE NUMBER: OEM: Voltage Output : USAGE: It provides the new circuitry of the equipment.	1701726 / Dimetronii 24V @ 6A	c, S.A.
Item Description: POWER SUPPLY 24V / 6A M	P-284		Reviewed by:		
Brock No. 1285001000023 Block Designation: INT Prepared by: J.V. TAN JR.	P.S. PALONIQUE N	mcaut,	ENCR VERNIE N. 8 & PEB, RSIS Division - Approved by: ENGR. KOBELIO T. 0	- -	
Diff the approximation of the product			MANAGER, LINE 2 F		AUTHORITY - UNE 2
TSPA-QA-SIGNALING-SPECIFICATION/DRAWING NO.: 2	014-02-01	rev. 00	Date: February 12, 2014		1/1

## Item 2 OPCR CARD

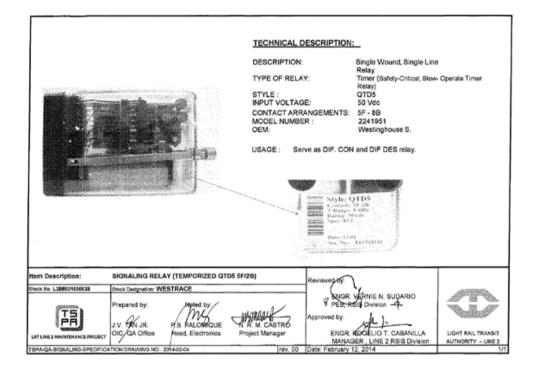


## Item 3 RELAY QN1 12F/4B 50V

		DE TY ST INI CC CC CC BF OE	SCRIPT PE OF F YLE : PUT VOL DIL RESI DIL RESI DIL RESI DIL NU	ELAY: TAGE: STANCE: ARRANGEMENTS: MBER: IGATION:	Single Wound, Single Neutral QN1 500 ohms 12F - 4B 2241410 930 Westinghouse S. or modules like VLOM	
Item Description:	SIGNALING RELAY (QN1 12F/4B, 50V)			Reviewed by		
Stock No. L2B5001000028	Stock Designation: WESTRACE					
日	Prepared by: Noted by: J.V. TAN JR. P.S. PALOWQUE OIC /QA Office Head, Electronics	N. R. M. CA		Approved by:	ILE N. SUDARIO	SV.
LRT LINE 2 MAINTENANCE PROJECT TSPA-QA-SIGNALING-SPECIFICA		Project Mana	-		LINE 2 RSIS Division	LIGHT RAIL TRANSIT AUTHORITY - LINE 2 1/1

Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-0919-032 and ITB No. 1911-172-01Section VII. Technical Specifications

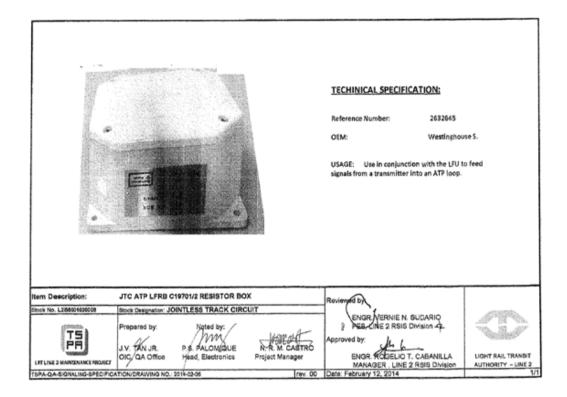
## Item 4 RELAY Temporized QTD5 5F/2B



Item 5 RELAY QNN1 4F/4B 50V (incl. change-over C.V.)

		TECHNICAL	DESCRIPTION	
E		DESCRIPTION TYPE OF REL STYLE : COIL RATING CONTACT AR MODEL NUME BR SPECIFICA OEM:	N: Single Wound, Twin AY: Neutral QNN1 : 50 Vdc RANGEMENTS: 2 x 4F4B ER : 2241513	-
em Description:	SIGNALING RELAY (QNN1, 4F-4B ,50V)		Reviewed by:	
tock No. L2B5001000030	Stock Designation: WESTRACE		ENGR. VERNIE N. SUDARIO	
語	Prepared by: Noted by: J.V. TAN JR. P.S. PALOMQUE OIC, CA Office Head, Electronics	N. R. M. CASTRO Project Manager	PER BIS Division 4	
AT LINE 2 MAINTENANCE PROJECT	proyun onice freed, medicinos	Ludor we wanted	MANAGER , LINE 2 RSIS Division	AUTHORITY - UNE

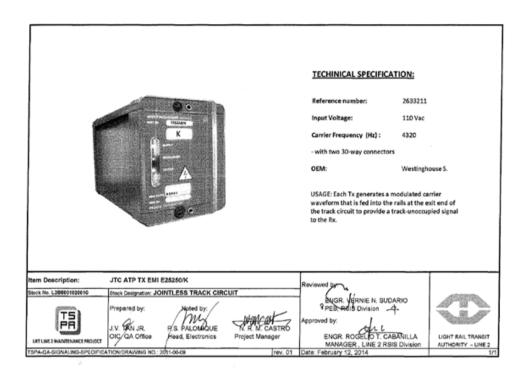
## Item 6 JTC ATP LFRB C19701/2 RESISTOR BOX



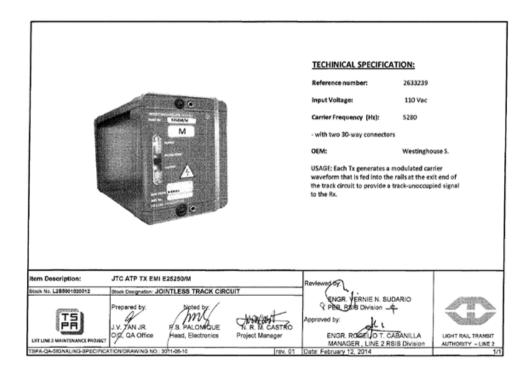
Item 7 JTC ATP LFU C18966/2

		TECHINICAL SPECIFICAT REFERENCE NUMBER: FREQUENCY: OEM: USAGE: Use in conjunction wi signals into an ATP loop laid ald	2632636 between 4 kH Westinghouse th the Resistor 1	e S. Box to feed ATP
Item Description:	JTC ATP LFU C18966/2	Reviewed by:		
Stock No. L2B5001020009	Stock Designation: JOINTLESS TRACK CIRCUIT	ENGR. VERNIE N. SL		_699393A
TS)	Prepared by: J.V. TAN JR. P.S. PALOMIQUE N. R. M. CAS OIC, GA Office Head, Electronics Project Manage	Approved by:	rision_c	
LRT LINE 2 MAINTENANCE PROJECT TSPA-QA-SIGNALING-SPECIFICA		MANAGER , LINE 2 R Date: February 12, 2014		AUTHORITY - LINE 2

## Item 8 JTC ATP TX EMI E25250/K



Item 9 JTC ATP TX EMI E25250/M



# Item 10 JTC ATP TX EMI E25250/V

				TECHNICAL SPECIFICAT	<u>ION:</u>	
				Reference number:	2633248	
		0.		Input Voltage:	110 Vac	
		1250/V V		Carrier Frequency (Hz):	4080	
				- with two 30-way connectors		
		<u>^</u>		OEM:	Westingho	use S.
		A Ge <sup></sup>		USAGE: Each Tx generates a m that is fed into the rails at the to provide a track-unoccupied	exit end of th	e track circuit
Item Description:	JTC ATP TX EMI E252			Reviewed by:		
Stock No. L2B5001020013	Stock Designation: JOINTL	ESS TRACK CIRC	UIT	ENGR. VERNIE N. SUL		45390h
		Nated by: MM S. PALOMIQUE ad, Electronics	N. R. M. CASTRO	Approved by:		
				MANAGER, LINE 2 RS		AUTHORITY - LINE 2
TSPA-QA-SIGNALING-SPECIFICA	TION/DRAWING NO .: 2011-0	6-07	rev. 01	Date: February 12, 2014		1/1

Item 11 JTC ATP TX EMI E25250/W

			TECHINICAL SPECIFICA	TION:
			Reference number: Input Voltage :	2633257 110 Vac
	W A series		Carrier Frequency (Hz): - with two 30-way connectors	4560
			OEM:	Westinghouse S.
	0.		USAGE: Each Tx generates a m waveform that is fed into the the track circuit to provide a t to the Rx.	rails at the exit end of
Item Description:	JTC ATP TX EMI E25250/W		Reviewed by	
Stock No. L2B5001020014	Stock Designation: JOINTLESS TRACK CIR Prepared by: Victed by J.V. TAN JR. P.S. PALCMIQUE OIC/QA Office Head, Electronics	M. R. M. CASTRO Project Manager	ENGR. VERNIE N. SUDAR PEB. 855 Division Approved by: ENGR. ROGEL D. T. CABA MANAGER , LINE 2 RSIS I Date Ephnary 12 2014	NILLA LIGHT RAIL TRANSIT

## Item 12 JTC ATP TX EMI E25250/Y

		TECH	INICAL SPECIFICATI	<u>ON:</u>	
		Refer	ence number :	2633275	
		Input	Voltage :	110 Vac	
		Carrie	r Frequency (Hz) :	5520	
		- with	two 30-way connectors		
		OEM:		Westinghouse S.	
	A A	into th	:: Each Tx generates a mc e rails at the exit end of t ipied signal to the Rx.		
Item Description:	JTC ATP TX EMI E25250/Y		Reviewed by:		
Stock No. L285001020016	Stock Designation: JOINTLESS TRACK CIRCU Prepared by: 102ted by: J.V. JAN JR. P.S. PALOMQUE	N. R. M. CASTRO	Q PEB, RSIS Divis Approved by:	the	
LRT LINE 2 MAINTENANCE PROJECT TSPA-QA-SIGNALING-SPECIFICA	OIC, QA Office Head, Electronics	Project Manager	MANAGER , LIN	T. CABANILLA	LIGHT RAIL TRANSIT AUTHORITY - LINE 2
I OF A WASIGNALING SPECIFICA	ATTOMURAWING NO.: 2011-06-12	rev. 02	Date: May 14, 2014		1/1

Item 13 JTC RX EMI E25253/K

Non-section of the section of the se	and a subscription of the	And a second state of the		
		Inp Car Par Re Witt	CHINICAL SPECIFICATION: ut Voltage : 110 Vac vier Frequency (Hz) : 4320 t number : 2633819 f. no: 2 2633805 f. no: 2 2633805 ni two 30-way connectors and 4mm ana sockets	
	TC RX EMI E25253/K		Reviewed by:	
Slock No. L285001020020 SI	tock Designation: JOINTLESS TRACH	CIRCUIT	Ch.	
	Prepared by: PARA W. RABOY W. D. LACHIC ead, QAS Office Head, Electro	A N.R.M. CASTRO	VERNIE N. SUDARIO PE-B.RSIS Division Approved by: ENGR. SANTOS G. ABRAZADO	LIGHT RAIL TRANSIT
SPA-QA-SIGNALING-SPECIFICATIO	N/DRAWING NO.: 2011-06-03	rev. 00	OIC, RSIS Division	AUTHORITY - LINE 2
Contraction of the second state of the second		11ev. 00	Date: June 23, 2011	1/1

# Item 14 JTC RX EMI E25253/M

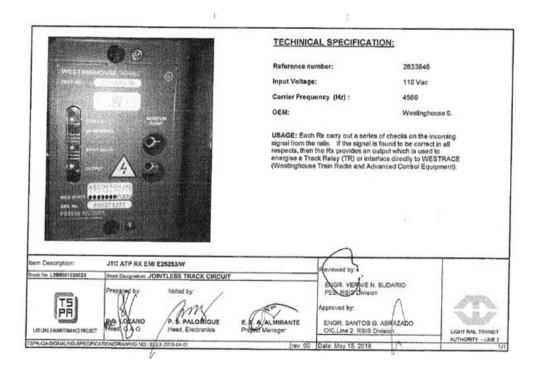
				TECHNICAL SPECIFICA	TION:	
	non and a source of the source	9 1		Reference number:	263331	4
				Input Voltage :	110 Vac	;
				Carrier Frequency (Hz) :	5280	
				-with two 30-way connectors	5	
				OEM:	Westing	house S.
				USAGE: The purpose of th series of checks on the incom		
Item Description:	JTC ATP RX EMI E	25253/M		Reviewed by:		
Stock No. L2B5001020021	Stock Designation: JOI	NTLESS TRACK CIR	CUIT	1 ( )		
	Prepared by: J.V. TAN JR. OIC, QA Office	Noted by: MM P.S. PALOMIQUE Head, Electronics	N. R. M. CASTRO Project Manager	Approved by: ENGR. ROSELIO T. CABA MANAGER, LINE 2 RSIS	ANILLA	LIGHT RAIL TRANSIT AUTHORITY - LINE 2
TSPA-QA-SIGNALING-SPECIFICA	TION/DRAWING NO .: 20	14-02-17	rev. 00	Date: February 12, 2014		1/1



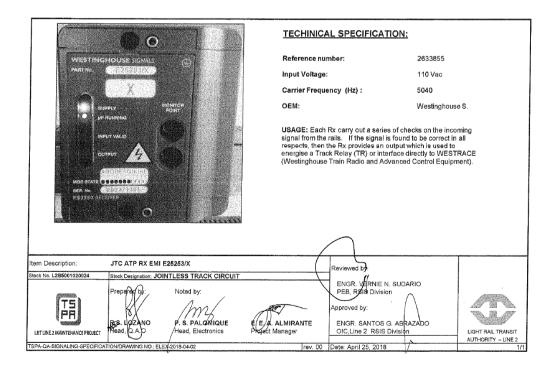
			TECHNICAL SPECIFICAT	<u>10N:</u>	
	Marnisonone (5		Reference number:	2633323	
		1	Input Voltage:	110 Vac	
			Carrier Frequency (Hz):	4080	
		-	with two 30-way connectors		
			OEM:	Westinghouse	S.
			USAGE: The purpose of the fix on the incoming signal from th		eries of checks
Item Description:	JTC ATP RX EMI 25253/V		Reviewed by:		
Stock No. L2B5001020022	Stock Designation: JOINTLESS TRACK CIR	RCUIT	han the		40009209Ra.
	Prepared by: Noted by: J.V. TAN JR. P.S. PALOMIQUE OIG, QA Office Head, Electronics	N. R. M. CASTRO Project Manager	Approved by:	CABANILLA	LIGHT RAIL TRANSIT
TSPA-QA-SIGNALING-SPECIFICA	TION/DRAWING NO : 9014-02-18	rev. 00	MANAGER , LINE 2 Date: February 12, 2014	RSIS Division	AUTHORITY - LINE 2 1/1
I OF A SASSIGINALING SPECIFICA	10//////////100///02-10	rev. ou	Date. February 12, 2014		1/1

Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-0919-032 and ITB No. 1911-172-01Section VII. Technical Specifications

#### Item 16 JTC RX EMI E25253/W

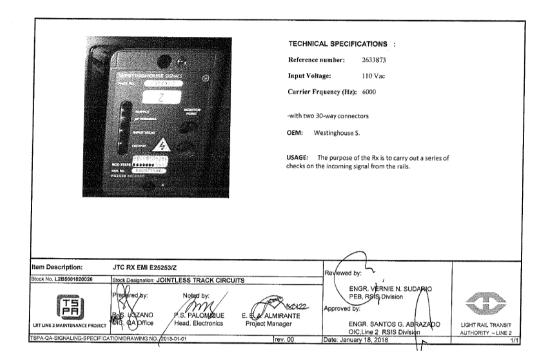


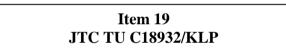
# Item 17 JTC RX EMI E25253/X



Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-0919-032 and ITB No. 1911-172-01Section VII. Technical Specifications

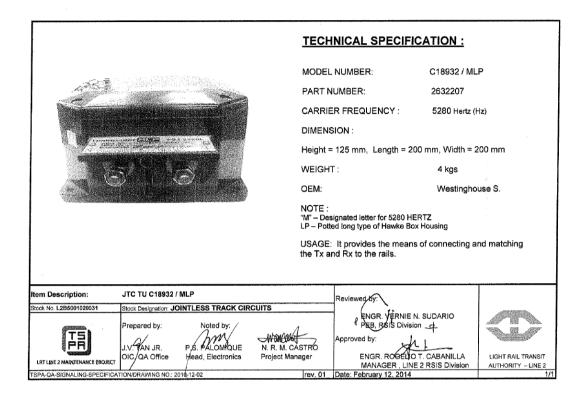
## Item 18 JTC RX EMI E25253/Z





		MODEL NUME PART NUMBE CARRIER FRE DIMENSION : Height = 125 mm WEIGHT : OEM: NOTE : "K" - Designated LP - Potted long	R: 2632186	5.
Item Description:	JTC TU C18932 / KLP		Reviewed by:	
Stock No. L2B5001020030	Stock Designation; JOINTLESS TRACK CIF Prepared by: Noted by: J.V. TAN JR. P/S. PALOWIQUE OIC/ QA Office Head, Electronics	N. R. M. CASTRO Project Manager	ENGR. VERNIE N. SUDARIO 8 PEB. RSIS Division Approved by: ENGR. ROCEULO T. CABANILLA MANAGER. LINE 2 RSIS Division Date: February 12, 2014	LIGHT RAIL TRANSIT AUTHORITY - LINE 2

#### Item 20 JTC TU C18932/MLP



#### Item 21 JTC TU C18932/VLP

		TECHNICA	L SPECIFICATION :	
		MODEL NUME	BER: C18932 / VLP	
المربع المسيرين	an a	PART NUMBE	R: 2632216	
		CARRIER FRE	QUENCY: 4080 Hertz (Hz)	
		DIMENSION :		
$10^{42}$		Height = 125 m	im, Length = 200 mm, Width = 200 mn	n
4		WEIGHT :	4 kgs	
		OEM:	Westinghouse S.	
			letter for 4080 HERTZ type of Hawke Box Housing	
		USAGE: It pro Rx to the rails.	vides the means of connecting and ma	tching the Tx and
				1
Item Description:	JTC TU C18932 / VLP		Reviewed by:	
Stock No. L2B5001020032	Stock Designation: JOINTLESS TRACK CIR	RCUITS	ENGR. VERNIE N. SUDARIO	
	Prepared by: Noted by: J.V. 7AN JR. P.S. PALOM/IQUE		Approved by:	
LRT LINE 2 MAINTENANCE PROJECT	OIC, QA Office Head, Electronics	Project Manager	ENGR. ROGELIO T. CABANILLA MANAGER , LINE 2 RSIS Division	LIGHT RAIL TRANSIT AUTHORITY LINE 2
TSPA-QA-SIGNALING-SPECIFICA	TION/DRAWING NO .: 2010-12-03	rev. 01	Date: February 12, 2014	1/1

Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-0919-032 and ITB No. 1911-172-01Section VII. Technical Specifications

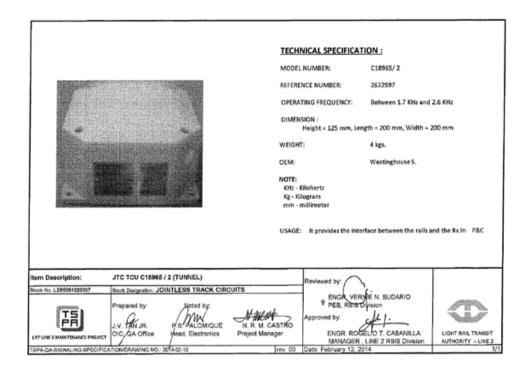
#### Item 22 JTC TU C18932/WLP

			TECHNICA	L SPECIFICATI	ION :	
(**e*		alan ta	MODEL NUMB	ER:	C18932 / WLP	
	1000 A		PART NUMBER	र:	2632225	
			CARRIER FRE	QUENCY:	4560 Hertz (Hz)	
		anger <sub>en</sub>	DIMENSION :			
			Height = 125 m	m, Length = 200 mm,	Width = 200 mm	
	$\odot$ 1 $\times$		WEIGHT :		4 kgs	
			OEM:		Westinghouse S.	
				letter for 4560 HERTZ type of Hawke Box Hous	ing	
			USAGE: It pro Rx to the rails.	vides the means of co	nnecting and mate	ching the Tx and
Item Description:	JTC TU C18932 / WI			Reviewed by:		
Stock No. L2B5001020033	Stock Designation: JOIN Prepared by:	Noted by:	CUITS	& ENGR. VERNIE PEB. RSIS Divis		
TA PA	a		N. R. M. CASTRO	Approved by:	L	NY.
LRT LINE 2 MANYTENANCE PROJECT	OIC, QA Office	Head, Electronics	Project Manager		O T. CABANILLA IE 2 RSIS Division	LIGHT RAIL TRANSIT AUTHORITY - LINE 2
TSPA-QA-SIGNALING-SPECIFICA	TION/DRAWING NO.: 201	0-12-04	rev. 01	Date: February 12, 2014		1/1



	1	TECHNICAL SPEC	IFICATION :	
		MODEL NUMBER:	C18932 / XLP	
175	Final Contraction of the	PART NUMBER:	2632234	
		ARRIER FREQUENCY:	5040 Hertz (Hz)	
	C	DIMENSION :		
A A	Harris and Andrew Andre	leight = 125 mm, Length	= 200 mm, Width = 200 mm	1
	· · · · · · · · · · · · · · · · · · ·	VEIGHT :	4 kgs	
OS C		DEM:	Westinghouse S.	
	i U			tching the Tx and
lem Description:	JTC TU C18932 / XLP	Ix to the rails.		1
took No. L285001020034	Stock Designation: JOINTLESS TRACK CIRCUITS		۲.	
	Prepared by: Noted by: J.V. J.N. JR. P.S. PALOMIQUE	M. CASTRO t Manager ENG	R. VERNIE N. SUDARIO	LIGHT RAIL TRANS
PA-QA-SIGNALING-SPECIFICA	TION/DRAWING NO.: 2010-12-05	rev. 01 Date: Februa		AND THE AUTOMATING AND A

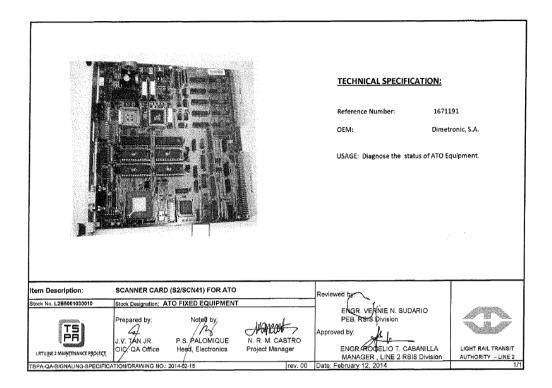
#### Item 24 JTC TCU C18965/2 (TUNNEL)



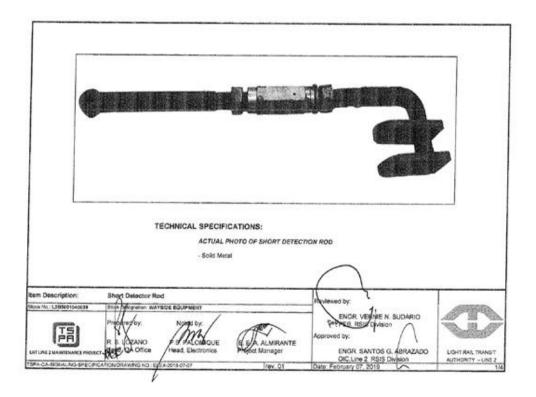
Item 25 ATO LOOP FEED UNIT WITH SUPPORT

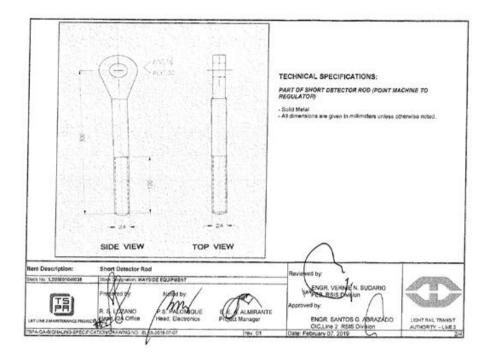
				Referenc OEM: USAGE:	ICAL SPECIFICAT re Number: Adjusts the level o on bridges.	2686305 Westingh	
Item Description:	ATO LOOP FEED UNIT W			Reviewed by	$\sim$		
Stock No. L2B5001030002	Stock Designation: ATO FIXED	EQUIPMENT			R. VERNIE N. SUDA	RIO	
	J.V. TAN JR. P.S.P.		R. M. CASTRO ect Manager	4PEB Approved by: ENG	, RSIS Division	ANILLA	LIGHT RAIL TRANSIT AUTHORITY - LINE 2
TSPA-QA-SIGNALING-SPECIFICA	TION/DRAWING NO .: 2014-02-12		rev. 00	Date: Februa		- CIVISION	AUTHORITY - LINE 2 1/1

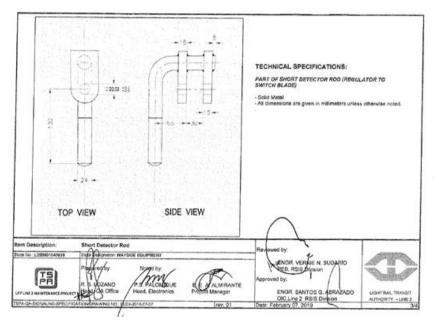
# Item 26 SCANNER CARD (S2/SCN41) for ATO

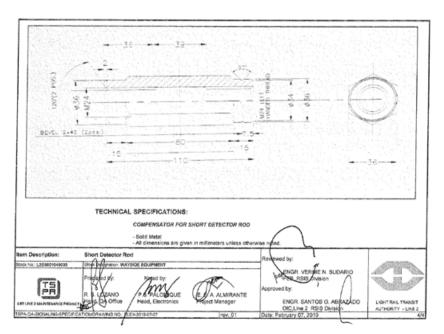


Item 27 SHORT DETECTION ROD



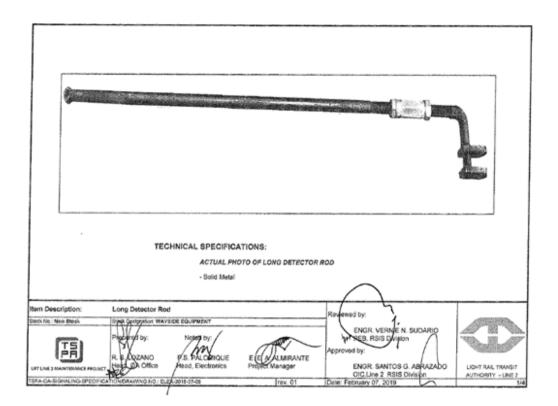


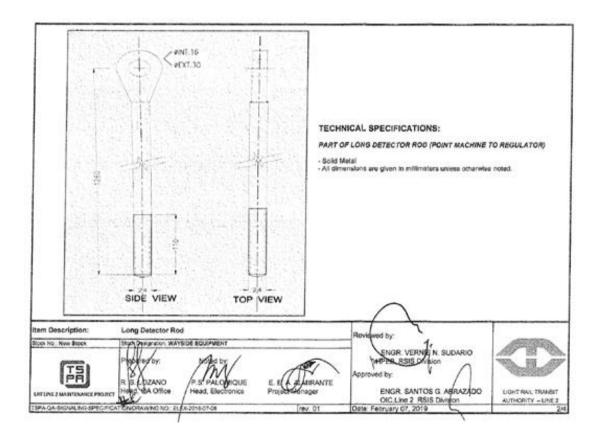


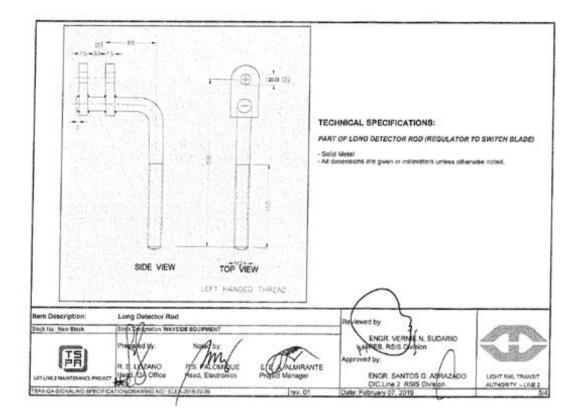


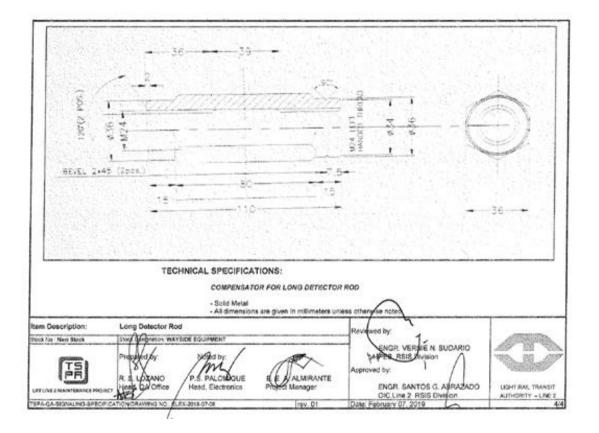
Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-0919-032 and ITB No. 1911-172-01Section VII. Technical Specifications

## Item 28 LONG DETECTION ROD

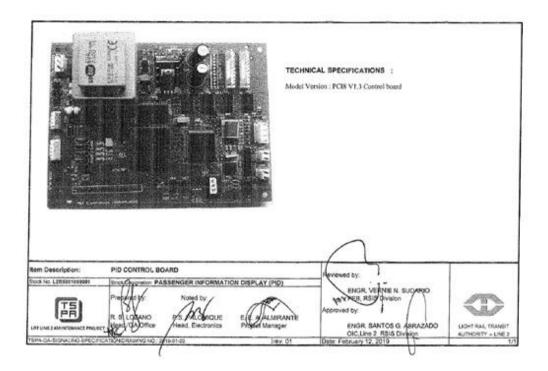








# Item 29 PID CONTROL BOARD



Item 30 POWER SUPPLY

-70-	
	TYPE : SINGLE OUTPUT SWITCHING POWER SUPPLY Number of Pins: 5
	OUTPUT DC Volatge : 5v Rated Current: 12A Current Range: 0-12A Rated Power: 60W INPUT Voltage Range: 100-240vac AC current (typ): 2A/H15vac 1A/230vac Tormina: Pin No. Assignment
	Pin No Assignment Pin No. Assignment
	1 ACR. 4 DCOUTPUT-V
	2 AC/N 5 DC OUTPUT+V
	3 FG 📥

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	6.1	Techn	ical Sp	ecifi	catio	n Ev	alua	tion													
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	6.2	Fitting	and Fu	uncti	onal	ityTe	st														
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3.0	PUR	POSE																			-
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1.0	SYS	TEM APPLICATION			
-		y System			
2.0	ITE				
lt s	erve	s as signaling component for the Signali	ing track circuit equip	ment in the case of sig	naling failure.
3.0	PUF	POSE			
Тос	leter	mine if the sample:			
	3.1	Passes the fitting and functionality test.			
4.0	TEC	HNICAL INFORMATION:			
	Refe	er to attached template/drawing			
5.0	TES	T DURATION			
		Technical Evaluation		1 hour	
	5.Z	Fitting and Functionality Test		5 days	
6.0	TES	T PROCEDURES			
	6.1	Technical Specification Evaluation			
		Compare the delivered items technical	specification		
	6.2	Fitting and FunctionalityTest			
	Nati	Install the delivered items and monitor if	- <u>1</u> - 1 - 1 - 1		
	NOLE	2: The test procedure mentioned above	are the minimum req	juirements test set by L	.RTA.
7.0		EPTANCE PROCEDURE			
		All delivered items shall undergo testing			1.5
	1.2	The Certificate of Acceptance shall be c	ancelled if the delive	red items are rejected	twice.
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		Virgilio N. Sudario	Engr. Santos G.		<b>D</b>
cıpal	Eng	ineer B, L2 RSISD	UIC, L2 Rolling St	tock Interrelated Syster	n Division

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	ing System				_				_			_		+
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	ECHNICAL INFO													-
	efer to attached t													-
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	2 Fitting and Fur		Test							days				
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6.	1 Technical Spo				:									-
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Section VIII. Bidding Forms

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## List of All On-going Contracts Whether or Not Similar with the Project Under Bid

As of \_\_\_\_\_\_

Name of Bidder:

Client/Address	Date of Award	<u>Contract</u>	Description of Project/s	Estimated Date of Completion	Amount of Contract	Specify whether as Manufacturer, Supplier or Distributor
						. <u> </u>

The statement must be accompanied with copies of Notice of Award and Purchase Order/Contract; or equivalent documents.

Submitted by (Print Name and Sign)

Designation

Submitted to:

Light Rail Transit Authority

-			
	LIGHT	RAIL TRANSIT	

and Communications

Form No. 2

# Statement of at Least One (1) Completed Contract Compliant

With the Track Record Requirement Specified in BDS Clause 5.4

As of \_\_\_\_\_\_

Name of Bidder:

<u>Client/Address</u>	Date of Award	<u>Contract</u>	Description of Project/s	Date of Completion	Amount of Contract	Specify whether as <u>Manufacturer, Supplier or</u> <u>Distributor</u>

The statement must be accompanied with copies of Contract / Purchase Order and Certificate of Completion / Acceptance/Official Receipt; or equivalent documents.

Submitted by (Print Name and Sign)

Designation

Submitted to:

Light Rail Transit Authority

Form No. 3

## **OMNIBUS AFFIDAVIT, WAIVER AND UNDERTAKING**

I/We,		, of legal age/s, Filipir	no citizen/s, with office
address at			, after
having been duly swor	n in accordance with law, b	eing the duly authorized re	epresentative/s of
	, Telephone No	; Fax No	and e-mail
address,	, and ir	o compliance with the bidd	ling requirements as
contained in the Instru	ctions to Bidders for the p	rocurement of the Contra	ct for One (1) Lot Various
Parts for Signaling Equ	ipment (Interlocking, Joint	less Track Circuits, PID) co	overed by P.R. No. RS-0919-
032 and ITB No. 1911-	172-01 do hereby certify u	nder oath as follows:	
		(A)	
		C 1	
	CERTIFICATION OF	AUTHORIZED REPRESENT	ATIVE
This is to certify that	t the following is/are the		entative(s) of our company th offices located at
	Name :		
	Title :		
	Specimen Signature :		
necessary to participat	te, submit the bid and to s	ign and execute the ensui	nd perform any and all acts ng contract as stated above, ectors Resolution / Secretary

## (B) AFFIDAVIT OF DISCLOSURE OF RELATIONS

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

#### (C)

## AUTHORIZATION TO THE

## **BIDS & AWARDS COMMITTEE (BAC)**

As the duly authorized representative/s of the above-mentioned firm/corporation. I/We hereby submit this Authorization in relation with the subject bidding process.

In connection thereat, all public officials, engineers, architects, surety companies, bank institutions or other persons, companies or corporations named in the eligibility documents and statements are hereby requested and authorized to furnish the Chairman, LRTA Bids & Awards Committee (BAC), of the TWG or their duly authorized representative/s any information necessary to verify the correctness and authenticity of any item, data or information stated in the said documents and statements or regarding our business papers, documents, competence and general reputation.

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

## (D)

## **CERTIFICATION OF AUTHENTICITY OF DOCUMENTS**

This is to certify that each of the documents submitted by above named firm/corporation in satisfaction of the bidding requirements is true and faithful reproduction or copy of the original and all the contents/information contained therein are true, correct and unaltered.

#### (E)

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

That the above named firm/corporation is not currently under suspension nor blacklisted or barred from bidding by any government office/agency/corporation or Local Government Unit, or any foreign government/ foreign or international financing institution whose blacklisting rules have been recognized in the Government Procurement Policy Board.

#### (F)

## **CERTIFICATION RE TAX LIABILITIES**

I/We hereby certify that the named firm/corporation is free and clear of all tax liabilities to the government.

## (G)

## **CERTIFICATE OF BIDDER'S RESPONSIBILITY**

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

## (H)

That I/We of the above named firm/corporation did not give or any 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.

## (I)

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

I/We hereby certify that the above named firm/corporation diligently abides and complies with all SSS and DOLE regulations and such other provisions of existing and applicable social legislations.

(J) UNDERTAKING TO STRICTLY COMPLY WITH THE PROVISION OF SECTION 58 OF REPUBLIC ACT No. 9184; WAIVER OF COURT ACTION VENUE; AND, TO BE SUBJECTED TO AND COVERED BY THE **PROVISION OF R.A. No. 8975** 1. That I/We and the above named firm/corporation or any of its officer of any capacity hereby undertake and commit to duly and strictly comply and abide with the provision of Section 58 in relation to Section 55, 56 and 56 of Republic Act No. 9184 which states to wit: "SEC. 58. Resort to Regular Courts; Certiorari – Court action may be resorted to only after the protests contemplated in this article shall have been completed. Cases that are filled in violation of the process specified in this article shall be dismissed for lack of jurisdiction. The regional trial court shall have jurisdiction over final decisions of the head of the procuring entity. Court actions shall be governed by Rule 65 of the 1997 Rules of Civil Procedures. This provision is without prejudice to any law conferring on the Supreme Court the sole jurisdiction to issue temporary restraining orders and injunctions relating to Infrastructure Projects of Government." 2. That failure on our part to comply and abide with Sec. 56 of RA No. 9184, as cited above will result to the automatic dismissal for lack of jurisdiction, lack of cause of action, prematurity and/or forum shopping of any court action that may be filed by us or by anyone in our behalf relative, pertinent, corollary to or in connection with the subject bidding process;

- 3. That, I/we hereby bind ourselves that any such court action that may be filed relative to the bidding process concerned can only be filed by us in the jurisdiction of the courts in Pasig City to the complete exclusion of any other venue as we are hereby completely waive such other venues;
- 4. That failure to comply and abide with the immediate foregoing shall result to the automatic dismissal of such court action that may be filed for lack of jurisdiction or lack of cause of action;
- That violation of Section 58 of RA No. 9184 shall result to the automatic conversion of the bid security posted into being callable on demand which maybe immediately proceeded upon by LRTA;
- 6. That violation of the subject provisions of RA No. 9184 will result to the disqualification of our firm from future biddings of LRTA and of the Government in general;
- 7. That likewise, we recognize and we are aware that the subject bidding process involves the construction of infrastructure facility for public service or the supply and/or installation of equipment and materials of a national and vital government public service facility, and as such the same as well as our firm and any of its officers are covered by the provisions of RA No. 8975, otherwise known as "An Act to Ensure the Expeditious Implement and Completion of Government Infrastructure Projects by Prohibiting Lower Courts from Issuing Temporary Restraining Orders, Preliminary Injunctions, Preliminary Mandatory Injunctions, Providing Penalties for Violations Thereof, and for Other Purposes."
- 8. That we hereby undertake to abide and comply with all provisions of said RA No. 8975.

		AFFIANT	
	SUBSCRIBED AND SWORN TO BEFORE ME this	day of	in the City
of _		hibited to me his/her duly iss	
ID _	No	issued on	at
	, Philippines.		

Doc. No. Page No. Book No. Series of 2020

Form No. 4

## **Bid Form**

Date: \_\_\_\_\_ Invitation to Bid N°: \_\_\_\_\_

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 <u>BDS</u> provision for **ITB** Clause 18.2 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:<sup>1</sup>

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.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 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 <u>Name of Bidder</u>, 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 <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the <u>Name of Bidder</u>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>]. 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]	7
isionolure	I
[0.90.00.00.00]	

[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_\_



Form No. 5

## For Goods Offered From Abroad

Name of Bidder	Invitation to Bid 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	Total CIF or CIP price per item	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
				(specify border point or place of destination)	(col. 4 x 5)			
Term	s of Payment <u>.</u>					TOTAL		
	s of Payment							
			$\mathbf{S}$	(Grand Total Am	ount in Word	is)		
						horized Representa Iture over Printed		
Comp						Company		

Date

## For Goods Offered From Within the Philippines

Name of Bidder	. Invitation to Bid 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)
						K V		) x	
Te	rms of Payme	nt	<				TOTAL		_
	4		5	(Grand	Total Amount	Authori	zed Representat e over Printed Na		
						เวเซแลนแก		annej	

Company

Date

#### BID-SECURING DECLARATION Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) P.R. No. RS-0317-028 and ITB No. 1705-058-01

To: The Chairperson Bids and Awards Committee (BAC) Light Rail Transit Authority (LRTA) LRTA Compound Line 2 Depot, Marcos Highway, Santolan Pasig City

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 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<sup>2</sup>, within fifteen (15) days from receipts of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Section 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) we failed to timely file a request for reconsideration or (ii) we filed a waiver to avail of said right;
  - (c) I am/We are declared as the bidder with the Lowest Calculated and Responsive Bid, and we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_\_ 2020 in the City of

Authorized Representative

**SUBSCRIBED AND SWORN TO BEFORE ME** 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 (	Commissior	า	
Notary Public	for	until	
Roll of Attorn	eys No		
PTR No	[date iss	sued], [place	issued]
IBP No	[date iss	sued], [place	issued]

Doc. No. Page No. Book No. Series of 2020

## **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)
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Signed, sealed, delivered by \_\_\_\_\_\_ the \_\_\_\_\_ (for the Supplier).

## **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 10 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,

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Signature and seal of the Guarantors
[name of bank or financial institution]
[address]
[date]

# Section IX. LRTA Customized Procurement Code of Conduct

## LRTA CUSTOMIZED PROCUREMENT CODE OF CONDUCT

## I. OVERVIEW

**LIGHT RAIL TRANSIT AUTHORITY** (LRTA) is a government corporation having been established and created under Executive Order No. ("EO") 603, series of 1980, as amended by EO 830, series of 1982, and EO 210, series of 1987.

**LRTA**, pursuant to its mandate to be primarily responsible for the construction, operation, maintenance and/or lease of light rail transit (LRT) systems in the Philippine, is currently operating two (2) LRT systems in Metro Manila with LRT Line-1 traversing the cities of Pasay, Manila, Caloocan and Quezon City and LRT Line-2 operating in the cities of Manila, Quezon and Pasig, all in Metro Manila.

## II. OBJECTIVE

It is an inherent policy of LRTA, being a government owned and controlled corporation (GOCC) that it adheres to all existing statutes concerning its procurement activities, particularly Republic Act No. ("RA") 3019 (Anti-Graft and Corrupt Practices Act), RA 9184 (Government Procurement Reform Act) and its Revised Implementing Rules and Regulations (RIRR) and DOTC Department Order No 2012-11.

Although these statutes provide sufficient norms in conducting procurement to help strengthen the Integrity of the Authority there is a need to provide customized Code of Conduct intrinsic to the function and mandate of the Authority, hereafter referred to as the "Code."

## III. SCOPE

This Code shall apply to all members of the Bids and Awards Committee, the Secretariat and the Technical Working Group (TWG), as well as the End Users and all LRTA officials and Employees directly or indirectly involved in procurement from planning to contract implementation, evaluation and payment.

This Code shall likewise apply to all procurement observers and participating bidders or board members, or directors, officers and employees of private enterprise or company that deal, directly or indirectly, with the Authority.

## **IV. DEFINITION OF TERMS**

Accountability – Answerability of supervisor and supervisees for actions, decisions and performance;

**BAC** – Shall collectively refer to all members of the Bids and Awards Committee, its Secretariat(s) and the Technical Working Group(s);

**Conflict of Interest** – arises when a public official or employee is a current or previous member of a board, an officer, or a substantial stakeholder of a private corporation or owner or has a substantial interest in a business, pursues interests which are opposed to or affected by the faithful performance of his official duties;

**Corruption** – abuse of public office for private or personal gain or performs any of the prohibited acts enumerated or defined in Republic Act No, 3019;

**Discretion** – Power of choice within legal bounds, latitude of decision on question arising in cases not expressly controlled by fixed rules, according to the circumstance and judgment or opinion of the decision maker;

**Gift** – A thing or a right to dispose of gratuitously, or any act or liberality, in favor of another who accepts it, and shall include a simulated sale or an ostensibly onerous disposition thereof, it shall not

include an unsolicited gift of nominal or insignificant value not given in anticipation of or in exchange for, or a favor from any official or employee;

**Government** – the national government, the local government, the government owned and/or controlled corporation, and all other instrumentalities or agencies of government; and

**Relatives** – Any and all persons related to a public official or employee within the third (3<sup>rd</sup>) civil degree of consanguinity or affinity, including brother/sister-in-law and father/mother-in-law.

## V. Norms of Conduct

## A. Independence and Integrity

They shall, at all times, protect the interest and independence of the Authority by keeping themselves free from the influence of any person group, who maybe directly and indirectly interested in the procurement activity.

Furthermore, the BAC, its Secretariat and the TWG, as well as other officials and employees shall **NOT**:

- 1. Solicit, receive or accept any gift, favor or benefit from any person, bidder, supplier, service provider, contractors or group in exchange for anything done or to be done or not to be done which would influence or reasonably appear to influence them in the performance of their official duties and responsibilities in relation to the procurement process; and
- 2. Accept or recommend employment or consultancy or receive other fee, remuneration or allowance from any participating bidder and/or supplier, which may directly or indirectly benefit the concerned BAC members, the Secretariat, the TWG, and any official or employee involved in the procurement process;

## B. Access to Information

1. In all stages of the preparation of the Bidding Documents, program of works, technical specifications, terms of reference and other similar documents and information, the procuring entity shall ensure equal access to information.

Prior to their official release to prospective bidders, no aspect of the Bidding Documents and/or procurement related documents shall be divulged or released to any prospective bidder or person having direct or indirect interest in the project to be procured, or to any party, except those officially authorized in handling the documents.

- 2. The name and number and other relevant information about the prospective bidders for all procurement projects are likewise considered confidential information and shall not be disclosed or released until the opening of bids.
- 3. It shall be unlawful for any public official, employee or any authorized private individual to divulge confidential information as mentioned above, which are officially known to them by reason of their office or function, either to further their private interests, give undue advantage to anyone or prejudice the public interest. Any public official or employee, regardless of whether or not he/she holds office or employment in a casual, temporary, holdover, permanent or regular capacity, or any private individual who commits a violation of the said rule shall be subject to administrative, civil and/or criminal sanctions under appropriate laws.
- 4. All official, employees and authorized individuals having access to confidential documents in relation to the procurement activities of LRTA or shall maintain security measures in the custody of the same in order to preserve the confidential nature of the documents.

## C. Avoidance of Conflict of Interest.

The BAC and other LRTA officials and employees involved in the procurement process shall avoid any conflict of interest in the performance of their official duties and responsibilities. In connection hereof, they **shall**:

- Immediately disclose in writing to the Bids and Awards Committee through the Secretariat or their immediate superior when any of their relatives, as defined in this Code, submits or tenders bid in the procurement at hand. Accordingly, each BAC member must enter into a Joint Statement and Undertaking for each and every resolution of award to be issued, for purchases that had undergone public competitive biddings;
- Except for employment contract with LRTA, desist from entering into any contract with the Authority, either directly or indirectly, for services or lease or sale of property or commodity. Neither shall their position be used to favor any relative in securing any contract with the LRTA;
- 3. Desist from participating in any official transaction or contract involving a party with whom either them or their relative is negotiating such as, but not limited to, future employment;
- 4. Neither employ nor let any person use the prestige of their office to advance their private interest or those of their relatives or anyone else;

## D. Commitment to Public Interest.

The BAC and other LRTA officials and employees involved in the procurement process should always uphold public interest over and above personal interest. All government resources and powers of their respective offices must be employed and used efficiently, effectively, honestly and economically, particularly to avoid wastage in public funds and revenues. They shall abide with their legal mandate of applying RA 9184 and its Revised Implementing Rules and Regulation and other relevant laws in the procurement process and discharge their functions with honor and dedication, imbued with the ideals of good governance and commitment to excellence.

## E. Professionalism.

They shall act with courtesy, honesty and integrity in the performance of their duties and responsibilities with the highest degree of excellence, professionalism, intelligence and skill and with utmost devotion and dedication to duty. They shall:

- 1. Start the meeting, conference, and bidding proper on the time set in the notice;
- 2. Avoid tardiness, unauthorized absences and/or loafing during the BAC meetings or related procurement activities;
- 3. Avoid impropriety or any appearance of impropriety by observing high standard of conduct to preserve the integrity and independence of the Authority;
- 4. Adhere and respect existing laws pertaining to professional work conduct; and
- 5. Avoid using their official position to secure unwarranted benefits, privileges or exemptions for themselves and/ or for others.

## F. Simple Living.

The BAC and other LRTA officials and employees involved in the procurement process, as well as their families, shall lead modest lives appropriate to their positions and income. They shall not indulge in extravagant or ostentatious display of wealth in any form.

Officials and members of organizations or private groups and other individuals dealing directly or indirectly, with the LRTA through public procurement system are likewise encouraged to observe simplicity in lifestyle.

## G. Transparency

There shall be transparency in the procurement process and in the implementation of procurement contracts.

Pre-Bid Conference shall be open to all interested company/bidders, even those who have not purchased the Bidding Documents. They shall be allowed to participate and may raise queries or clarifications during the said activities. However, only those who bought the bidding documents shall be allowed to submit written queries or clarifications after the pre bid conference.

Furthermore, every decision at any Procurement stage shall be well-founded and shall provide information in appropriate detail. Any decision shall be founded on legal ground and be communicated to the person(s) concerned. Where any of them require information in a particular procurement transaction, the concerned official or employee, private group or individual shall ensure that this information is provided within the timeline prescribed by laws and/or rules.

## VI. SANCTIONS AND PENALTIES

The provisions regarding penalties and offenses of any corresponding statutes in relation to the public service and procurement, particularly that of Rule XXI Section 65.1, XXII, XXIII of RA 9184 and its RIRR shall be the guiding principle for the sanctions and penalties of this Code.

Likewise, Section 7 (Penal, Civil and Administrative Liabilities and Sanctions) of the Guidelines on the Establishment of Procurement Systems and Organizations, issued by the Government Procurement Policy Board, shall be form part of this Code.

## VII. TERMS OF SERVICE

Unless sooner removed for a caused, all Bids and Awards Committee members shall have a fixed term of **one (1) year** reckoned from the date of appointment, renewable at the discretion of the Head of the Procuring Entity (HOPE). In case of resignation, retirement, separation, transfer, reassignment, removal, death, the replacement shall serve only for the unexpired term: Provided, however, that in case of leave or suspension, the replacement shall serve only for the duration of the leave or suspension. For justifiable causes, a member shall be suspended or removed by the Authority.

## VIII. AMENDMENTS

As the need arises and when circumstances so warrant, this code may be amended.

## IX. REPEALING CLAUSE

All Office Orders, Memoranda and other Issuances previously issued which are inconsistent herewith are hereby revoked and/or amended.

## X. SEPARABILITY

If any provision of this code is declared invalid, any and all provisions not affected remain valid and effective.

## IX. EFFECTIVITY

This Code shall take effect immediately. (Issued and adopted on December 28, 2012)

Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-0919-032 and ITB No. 1911-172-01 Section IX. LRTA Customized Procurement Code of Conduct Page 131 of 132

Contract for One (1) Lot Various Parts for Signaling Equipment (Interlocking, Jointless Track Circuits, PID) under P.R. No. RS-