

### *Section III. Bid Data Sheet*

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Contract for Security Services;</li> <li>b. completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP CatSU, Virac, Catanduanes or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <b>One Hundred Thirty One Thousand Six Hundred Eighty Pesos &amp; 88/100</b> (2% of the ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less <b>Three Hundred Twenty Nine Thousand Two Hundred Two Pesos &amp; 20/100</b> (5% of the ABC) if bid security is in Surety Bond.</li> </ul>
15	Each Bidder shall submit <i>ONE (1) SET (Envelope A) original and ONE (1) SET (Envelope B) copy</i> , of the first and second components of its bid.  For online submission of bids, the Bidder shall submit an electronic copy of its Bid (Eligibility, Technical and Financial Documents including all required Bidding Forms), which must be digitally signed.  An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus automatically disqualified.
19.2	Partial bid is not allowed.
19.3	The description of the item is indicated in Section VII (Technical Specifications) with an ABC of Six Million Five Hundred Eighty Four Thousand Forty-Four Pesos and Eight Centavos (Php6,584,044.08)
20.2	No further instructions.
21.1	No further instructions.

## ***Section IV. General Conditions of Contract***

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### **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

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

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

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

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

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

### **3. Performance Security**

Within **ten (10) calendar days** from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder **shall furnish the performance security** in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, 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.

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

## ***Section V. Special Conditions of Contract***

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad]</i> “The delivery terms applicable to the Contract are DDP delivered to <b>Catanduanes State University Main Campus, Virac, Catanduanes and Panganiban Campus, Panganiban, Catanduanes</b>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines]</i> “The delivery terms applicable to this Contract are delivered to <b>Catanduanes State University Main Campus, Virac, Catanduanes and Panganiban Campus, Panganiban, Catanduanes</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.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in <b>Section VI (Schedule of Requirements)</b>.</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is</p> <p style="text-align: center;"><b>Dr. Ryan T. Timbal, Security Officer III</b></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol>