

**SUPPLY AND DELIVERY OF VARIOUS
MACHINERY AND EQUIPMENT
ITB No. CB23-09-009DAV**

**Philippine Amusement and Gaming Corporation
(PAGCOR)**

**Sixth Edition
September 4, 2023**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract

BAC – Bid and Award Committee

Bid – A request from a prospective contractor to undertake a contract, submitted by a bidder or contractor in and in accordance with the requirements of the bidding documents. Also referred to as Proposal and Request (2010 revised IFR, Section 212)

Bidder – Refers to a contractor, manufacturer, or other contractor whose proposal will be subject to bid in response to the requirements of the Bidding Documents. (2010 revised IFR, Section 212)

Bidding Documents – The documents issued by the Procuring Entity as the basis for bids, containing all information necessary for a prospective bidder to prepare a bid by the Date of Submission of Bids, under Contracting System required by the Procuring Entity. (2010 revised IFR, Section 212)

BR – Bureau of Internal Revenue

BRP – Bids Preparation by Prospective

Contracting Services – Refers to activities for Infrastructure Projects and other types of projects or activities of the GOV requiring various technical, technical and professional services that are beyond the existing organizational capacity of the GOV to undertake such as, but not limited to: (i) advisory and research services; (ii) engineering or technical studies; (iii) design; (iv) construction supervision; (v) construction and related services; and (vi) other technical services or special studies. (2010 revised IFR, Section 201)

CEM – Contract Management System

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Provider of Service Provider for procurement of Goods and Services Contract for procurement of Infrastructure Projects or Contract or Consulting Firm for Procurement of Contracting Services, as the case may be, as required in the Contract Form agreed by the parties, including all attachments and supporting details and all documents incorporated by reference thereto.

CF – Cost Insurance and Freight

CFR – Carriage and Insurance Paid

CP – Contract Procurement

DDP – Refers to the quoted price of the Goods, which means delivered duty paid

DTI – Department of Trade and Industry

EWY – In works

FOA – "Free Order" shipping term

FOB – "Free on Board" shipping term

Foreign-funded Procurement or Foreign-Assisted Project – refers to procurement whose funding source is from a foreign government, through an international financing institution or included in the Treaty or International or Financial Agreements (2010 revised IFR, Section 50)

Procurement Agreement – Refers to a written agreement between a contracting entity and a supplier or service provider that specifies the terms and conditions under which specific purchases, services or work will be done. It is the result of an open contract between the procuring entity and the bidder/contractor for providing any of the goods or services specified in the Procurement Agreement List or any one of its parts. A minimum period of one (1) year to a maximum period of three (3) years (2010 revised IFR, Section 50)

GPI – Government Financial Institution

GOCC – Government-owned or controlled corporation

Goods – Refers to all kinds, brands, materials and general supply articles, which include computer services and infrastructure projects, which may be included in the description of goods specified in the List of any government undertaking, project or activity, whether in the name of equipment, utility, services, materials for construction, or personal property of any kind, including maintenance or custodial services such as the repair and maintenance of equipment and facilities, as well as printing, binding, services, events and related or analogous services, as well as procurement of materials and supplies required by the Procuring Entity for such services. The term "goods" or "materials" shall include, but is not limited to, items of purchase of other goods, such as maintenance, repair, replacement services, and other services described in the description of the ITB/Bidding List. (2010 revised IFR, Section 50)

GOI – Government of the Philippines

OPPE – Government Procurement Policy Board

PROCTER – International Contract Terms

Infrastructure Projects – include the construction, improvement, maintenance, operation, repair, alteration or maintenance of roads and bridges, storage, airports,

science, technological facilities and other infrastructure of fisheries education projects, including food control and storage, water supply, sanitation, electricity and other basic management systems, shore protection, management and monitoring facilities, national colleges, school buildings, transport facilities, and other related educational projects of the Government. Also referred to as an "open access account" (2010 revised IPF, Annex 2.11)

LOU – Loan Agreement Unit

MOU – Memorandum Understanding Document

NSRF – National Research System

PHISPS – Philippine Government Statistical Planning System

Procurement Manual – refers to a specific or detailed procurement covering goods, infrastructure project or services, services, or intangibles through open or restricted, sealed, and advertised or non-Procurement Management (non-procured) by the public sector and is established in the country under a special Procurement Act (2010 Revised IPF, Annex 2.11 dated 17 July 2010)

PBA – Philippine Business Authority

SEC – Securities and Exchange Commission

SLC – Single Currency Integrated Contract

Supplier – refers to a person or any business entity or institutional concerns duly registered and maintained under the laws where it is established, maintains accounts or business and engaged in the transactions of sale of the commodities or products of the government service agencies via and under the IPF Procurement Act (2010 Revised IPF, Annex 2.11 dated 17 July 2010). Supplier or vendor in some foreign countries may likewise refer to a contractor, manufacturer, contractor or contractor.

UN – United Nations

Section I. Invitation to Bid



Philippine Amusement and Gaming Corporation

Invitation to Bid for Supply and Delivery of Various Machinery and EQUIPMENT under ITB No. CHSL08-00004V

1. The Philippine Amusement and Gaming Corporation (PAGCOR) through the PAGCOR's Corporate Budget for CY 2025 intends to apply the sum of One million Two Hundred One Thousand Three Hundred Puro (One Million Two Hundred 013,000 Puro) to bid and buy the following Zero-Rated Transactions using the bid ABC in accordance with the subject of the Supply and Delivery of Various Machinery and Equipment under ITB No. CHSL08-00004V and the bids and contracts to be of the nature as follows:

Lot No.	Description	ABC, VAP-Code, Item Name, Quantity
1	Supply and Delivery of various tools and equipment	Two Hundred Two Thousand Seven Hundred Forty-Nine (202,749) pieces and 00000 (202,749.00)
2	Supply and Delivery of Tools & Bar	Seventy-Five Thousand Five Hundred One Puro and 00000 (75,501.00)
3	Tools, Delivery, Installation, Testing and Commissioning of Tools & Bar	Seven Hundred Eighty-eight Thousand Seven Hundred Puro and 00000 (708,700.00)

Note: Bidders may bid on one or all of the lots.

Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

2. The PAGCOR will advise Bidders of the above Requirements Prompt. The complete schedule of activities is provided in the Section VI (Schedule of Requirements) of the Bidding Documents which will cover up to the date of receipt by the bidding supplier of the forms to proceed. Bidders should have completed within two (2) years from the date of submission and receipt of bid, a contract award to the Project. The description of an ongoing project is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).
3. BIDDING will be conducted through open competitive bidding procedures under a non-discriminatory "sealed" system as specified in the ITB (under Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9154.

Bidding is restricted to Filipino citizens/ corporations, partnerships or associations with no more than twenty (20%) interest of non-Filipino capital.

which relating to activities of the PRC/PCRA and to receipt of information of a country the laws or regulations of which grant similar rights or protection to Filipino citizens, pursuant to RA No. 9152.

4. Prospective bidders may obtain further information from PACCOR and interested bidders may inspect and obtain further information from the Procurement Section, Basement Area, Grand Plaza – Grand Regal, Grand Regal Hotel, KCT Lembang, Cebu City from Mondays to Fridays during office hours of PACCOR from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be obtained by interested Bidders starting on September 8, 2023 (Monday) until September 18, 2023 (Monday) from the given address and website(s) during office hours of the applicable law for the Bidding Documents, pursuant to the latest instructions issued by the BPTB, based on the following schedule:

Approved Budget for the Contract	Cost of Bidding Documents (in Philippine Pesos)
PHP 500.00 and above	800.00
More than PHP 500.00 up to 1 billion	1,000.00
More than 1 billion up to 5 billion	5,000.00

PACCOR shall allow the bidder to inspect its copy of document for the item which it proposes to purchase, or through electronic means.

Prospective bidders may also download the Bidding Documents from e-Procure PACCOR www.paccor.com.ph and may be allowed to submit BIDD DOCUMENT Bids through and be responsible for the Bidding Documents for and from the deadline for the submission and receipt of bids.

In offering support for the Bidding Documents, prospective bidders shall present either the Payment Slip, which may be secured from the P/O, or a copy of the www.paccor.com.ph to Procure Section, located at Basement 2nd Floor, Grand Plaza – Grand Regal, Grand Regal Hotel, KCT Lembang, Cebu City.

6. The PACCOR will hold a Pre-Bid Conference on September 14, 2023 (Tuesday), 1:00p.m. at the Office of the SBAM, 2nd Floor of Grand Regal, Grand Regal Hotel, KCT Lembang, Cebu City, which shall be open to prospective bidders.
7. Bids must be duly received by the BPTB Secretary through physical submission on or before September 18, 2023 (Monday), 5:00p.m. at the office of the SBAM, 2nd Floor of Grand Regal, Grand Regal Hotel, KCT Lembang, Cebu City. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on September 20, 2023 (Wednesday), 1:00p.m. onwards at the office of the SBAM, 2nd Floor of Grand Regal, Grand Regal Hotel, KCT

Section II. Instructions to Bidders

I. Scope of Bid

The Procuring Entity, Philippine Amusement and Gaming Corporation (PAGCOR), wishes to receive bids for the Supply and Delivery of Various Machinery and Equipment under ITS No. CB23-08-00004-V with a total approved budget for the Contract (ABC) in the amount of One Million Two Hundred One Thousand Three Hundred Forty-One Pesos and 00/100 (PHP 1,201,341.00), VAT Excluded, (excluding Transactional Taxes) as follows:

Lot No.	DESCRIPTION	ABC, VAT Excluded, (excluding Transactional Taxes)
1	Supply and Delivery of Various Tools and Equipment	Four Hundred Nine Thousand Seven Hundred Thirty-Four Pesos and 00/100 (PHP 493,734.00)
2	Supply and Delivery of Tools (ABC)	Seventy Three Thousand Nine Hundred Sixty Pesos and 00/100 (PHP 73,960.00)
3	Supply, Delivery, Installation, Testing and Commissioning of Various UPS	Seven Hundred Thirty-Six Thousand Seven Hundred Forty-One Pesos and 00/100 (PHP 736,641.00)

The Procurement Process (referred to herein as "Project") is composed of those lots and the details of which are described in Section VI (Technical Specifications).

II. Funding Information

2.1. The OCP through the source of funding as provided below for CY 2023 is the amount of One Million Two Hundred One Thousand Three Hundred Forty-One Pesos and 00/100 (PHP 1,201,341.00) VAT Excluded, (excluding Transactional Taxes).

2.2. The source of funding is the Corporate Operating Budget - PAGCOR's Corporate Budget for CY 2023.

III. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9154 and its 2016 revised IRR, including its Definite Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB regulations shall be applicable only to the original bidding, advertisement, or IB by the BAC through the issuance of a supplement or addendum.

The Bidder, by the act of submitting its bid, shall be deemed to have accepted and assumed the general requirements of the Project, including other factors that

shall afford the most detailed and expeditious interpretation of the content, scope of work and manner of execution, forms, letters and project requirements in the Bidding Documents.

4. **Contract, Provisions, Definitions, and Executive Provisions**

The Procuring Entity, as well as its Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, coercive, deceptive, and obstructive practices defined under Article 1 of the July 18 revised IPRA of RA No. 9164 or other illegal practices it deems to be contrary to the Project.

5. **Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, financially, and technically sound will be evaluated.
- 5.2. Foreign companies invited to those allowed under the same rules participate in the Project.
- 5.3. Pursuant to Section 23.4.3.2 of the 2018 revised IPRA of RA No. 9164, the BIDDING SHALL REQUIRE BIDDERS TO HAVE AT LEAST ONE (1) contract award in the project the value of which, aggregated to current prices using the PDR in effect, must be at least equivalent to at least the contract value of the AVE of such to be performed.

The amounts of the single largest contracts awarded are stated as follows:

LOT NO.	Description	Maximum Value of AVE
1	Supply and Delivery of Various Tools and EQUIPMENT	PHP 20,000.00
2	Supply and Delivery of TABLE LAMP	PHP 20,000.00
3	Supply, Delivery, Installation, Testing and Commissioning of BMS/BA UNIT	PHP 20,000.00

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2018 IPRA of RA No. 9164.

6. **Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the LRD Security Council under Chapter VII of the Charter of the UN, subject to Customs Preference requirements under ITB Clause 18.

7. **Subcontracts**

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that subcontracting is not allowed.

B. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time at its physical address as indicated in paragraph 3 of the IB.

C. Distribution and Amendment of Bidding Documents

Prospective bidders may request for clarification or further interpretation of any part of the Bidding Documents. Such requests shall be in writing and received by the Procuring Entity, during its given working or through electronic mail indicated in the IB, at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

10. Documents Concerning the Bid: Technical and Financial Components

10.1. The bid envelope shall contain the signed and sealed documents of the Bid as specified in Section VII (Consolidated Technical and Financial Documents).

10.2. The Bidder's B/LN as indicated in ITS Clause 3 should have been completed within the (1) year prior to the deadline for the submission and receipt of bids.

10.3. If the technical requirements or statements, its bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied for a translation in English, which shall be substantiated by the appropriate Philippine foreign service establishments post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines, similar to the required authentication above. All Contracting Parties to the Revised Guidelines, only the translated documents shall be substantiated through an apostille pursuant to RA 10962 (Republic Act 10962 dated 09 May 2016). The English translation shall govern, for purposes of interpretation of the bid.

11. Documents Concerning the Bid: Financial Component

11.1. The sealed bid envelope shall contain the financial documents for the bid as specified in Section VII (Consolidated Technical and Financial Documents).

11.2. If the Bidder issues a check as a Certified Bidder or Domestic Bidder, a certification issued by DTI shall be required by the Bidder in accordance with Section 10.1.3 of the IRR revised IRR of RA No. 9154.

11.3. Any bid exceeding the PBC indicated in paragraph 4 of the IB shall not be included.

11.6. For Foreign-Jurisdiction Procurements, a ruling may be applied to bid prices provided the conditions are met under Section 11.4 of the RFP issued (RR of RA No. 8108).

12. Bid Prices

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

- a. Bid Goods offered from within the Philippines, Bids's country:
 - i. The price of the Goods stated Bids (including, as factory, its warehouse, its showroom, its office and its equipment);
 - ii. The cost of all customs duties and taxes and other fees levied (and of Bids's);
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (contracted) services, if any, listed in a
- b. Bid Goods offered from abroad:
 - i. Unless otherwise stated in the BCR, the price of the Goods shall be based on the FOB (and CIF) with the price of insurance in the Philippines as specified in the BCR. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. However, the Bidder may select insurance services from any eligible source country;
 - ii. The price of other (contracted) services, if any, as listed in Section 6 of Contract Specifications;

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or foreign currency accepted by the RA as the currency of the Bidder. 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.

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

14.1. Bid Security

- 18.1. The Bidder shall submit a Bid Security Document in any form of Bid Security in the amount required in the RFP, which shall be received from the Bidder to the RFP, in accordance with the schedule in the RFP.
- 18.2. The Bid and Bid security shall be valid for one hundred twenty (120) calendar days from the date of the Submittal, Opening and Preliminary Examination of bids. Any Bid not accompanied by an adequate Bid Security shall be rejected by the Procuring Entity as non-responsive.

19. Sealing and Marking of Bids

Each Bidder shall submit one copy of the bid and sealed envelopes of its Bid.

The Procuring Entity may receive additional bids using another alternative copies of the Bid. However, failure of the Bidder to comply with the main request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which shall be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-compliant and, thus, automatically disqualified.

20. Deadline for Submission of Bids

- 20.1. The Bidder shall submit its Bid according to the date and time at its physical address as indicated in paragraph 7 of the RFP.

21. Opening and Preliminary Examination of Bids

- 21.1. The RFP shall open the Bids in public at the time, on the date, and at the place specified in paragraph 8 of the RFP. The Bidders' representatives who are present shall have a degree endorsing their affiliation. In case non-compliance, protesting or other similar incidences will be cause, statements of participants shall likewise be received by the local authorities.

It shall be the Bidder's responsibility to be present on scheduled date to witness opening. The participating representatives under Article 28 of the 2018 Revised IRR at the time of the bid opening.

- 21.2. The preliminary examination of bids shall be governed by Section 30 of the 2018 Revised IRR of RA No. 9154.

22. Economic Preference

- 22.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with Section 30.1.3 of the 2018 Revised IRR of RA No. 9154.

18. Detailed Evaluation and Interpretation of Bids

- 18.1. The Prosiding BAC shall immediately conduct a detailed evaluation of all Bids rated "correct" using non-discriminatory standard criteria. The BAC shall conduct this evaluation in the evaluation of Bids under Section 12.2 of the 2018 revised IRR of RA No. 9194.
- 18.2. If the Prosiding allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a lot or item basis only, as the case may be. In this case, the Bid Security, as required by ITR Clause 12 shall not be forfeited for each lot or item separately.
- 18.3. The description of the lot or item shall be included in Section 10 (Technical Specifications), although the name of these lot or items are indicated in the BOB for purposes of the RFQ. All annotations pursuant to Section 12.4.3.3 of the 2018 revised IRR of RA No. 9194. The RFQ shall be sufficient for the total of the prices for all the lot or items participated in by the prospective bidder.
- 18.4. The Project shall be awarded as one (1) Project having several lots/ items grouped into several lots, which shall be awarded as separate contracts per lot.
- 18.5. Except for bidders submitting a corrected bid of credit from a correction on Commercial Bank in lieu of its valid corporation, all bids shall include the WFCG completion schedule in Section 20.4.1.4 of the 2018 revised IRR of RA No. 9194, which shall be sufficient for the total of the price for all the lot or items participated in by the prospective bidder. For bidders submitting the corrected List of Credit, it shall be at least equal to the amount (time) of the 2018 IRR of the lot or items participated in by the prospective bidder.

19. Post-Qualification

- 19.1. Within a non-extendable period of five (5) calendar days from receipt by the BAC of the notice from the bid that it submitted the Lowball/Bidder Calculated Bid, the Bidder shall submit its latest income and tax returns for income filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate business and permits required by law and stated in the BOB.

20. Signing of the Contract

- 20.1. The documents required by Section 12.2 of the 2018 revised IRR of RA No. 9194 shall form part of the Contract. Additional Contract documents are included in the BOB.

Section III. Bid Data Sheet

<p>11.3 Close</p>																			
<p>11.1</p>	<p>For this purpose, contracts under the Project shall be:</p> <ul style="list-style-type: none"> a. Lot 1: Hardware or Computation Tools Services Lot 2: Labor or Lab Fees Lot 3: LPO or Business Supplies <p>b. Completed within the 180 days prior to the opening for the submission and receipt of bids.</p>																		
<p>11.2</p>	<p>As part of the contract (BID OR SUB-CONTRACT)</p>																		
<p>11.4</p>	<p>The work of the Goods shall be issued L100 at the applicable International Commercial Tender (INCO-TERMS) for this Project at the address: 4th Street, Mexico Miguel Alemán, Miguel Alemán Hotel, Km 7, Luperon, Mexico City.</p>																		
<p>11.5</p>	<p>Issued and subject to Bid SECURITY Deposit, in the amount stated in favor of Purchaser in any of the described Lots and amount:</p> <table border="1" data-bbox="381 934 1372 1522"> <thead> <tr> <th data-bbox="381 934 462 976">LOT</th> <th data-bbox="462 934 885 976">a) Description of the security</th> <th data-bbox="885 934 1209 976">b) Amount</th> <th data-bbox="1209 934 1372 976">c) Bid Security Certificate as provided in Section 11.10 and 11.11</th> </tr> </thead> <tbody> <tr> <td data-bbox="381 976 462 1522">1</td> <td data-bbox="462 976 885 1522"> <p>a) Bank, company's check issued by a financial or Commercial Bank.</p> <p>b) Bank check guaranteed or irrevocable letter of credit issued by a financial or Commercial Bank; provided, however, that it shall be certified or authenticated by a financial or Commercial Bank, if issued by a foreign bank.</p> <p>(at least two thousand (2000) US Dollars)</p> </td> <td data-bbox="885 976 1209 1522"> <p>US\$ 20,000.00</p> <p>(at least Five Percent (5%) of the AMT)</p> </td> <td data-bbox="1209 976 1372 1522"> <p>US\$ 20,000.00</p> </td> </tr> <tr> <td data-bbox="381 1522 462 1585">2</td> <td data-bbox="462 1522 885 1585"> <p>US\$ 1,000.00</p> </td> <td data-bbox="885 1522 1209 1585"> <p>US\$ 1,000.00</p> </td> <td data-bbox="1209 1522 1372 1585"> <p>US\$ 1,000.00</p> </td> </tr> <tr> <td data-bbox="381 1585 462 1648">3</td> <td data-bbox="462 1585 885 1648"> <p>US\$ 10,000.00</p> </td> <td data-bbox="885 1585 1209 1648"> <p>US\$ 10,000.00</p> </td> <td data-bbox="1209 1585 1372 1648"> <p>US\$ 10,000.00</p> </td> </tr> </tbody> </table>			LOT	a) Description of the security	b) Amount	c) Bid Security Certificate as provided in Section 11.10 and 11.11	1	<p>a) Bank, company's check issued by a financial or Commercial Bank.</p> <p>b) Bank check guaranteed or irrevocable letter of credit issued by a financial or Commercial Bank; provided, however, that it shall be certified or authenticated by a financial or Commercial Bank, if issued by a foreign bank.</p> <p>(at least two thousand (2000) US Dollars)</p>	<p>US\$ 20,000.00</p> <p>(at least Five Percent (5%) of the AMT)</p>	<p>US\$ 20,000.00</p>	2	<p>US\$ 1,000.00</p>	<p>US\$ 1,000.00</p>	<p>US\$ 1,000.00</p>	3	<p>US\$ 10,000.00</p>	<p>US\$ 10,000.00</p>	<p>US\$ 10,000.00</p>
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<p>11.6</p>	<p>Partial bids are allowed. All Goods will be issued in the same lot. Bidders shall issue the system of accounting & financial in any of the lots. Evaluation and contract award will be undertaken on a lot by lot.</p>																		

shall have effect till the receipt of the first two instalments for the purpose of making, execution, and contract grant.

In all cases, the ARCC contribution, if available, must be sufficient to the extent of at least 10% of the total to be deposited in the Bank.

The nature of the ARCC job received is as follows:

Sl. No.	Brief Description	ARCC VAT Revenue/Estimate/Range/Transaction
1	Supply and Delivery of various items and Equipment	Five Hundred Nine Thousand Seven Hundred Thirty Five Rupees and Sixty eight paise (Rs. 5,93,735/-)
2	Supply and Delivery of Tools	Seventy Three Thousand Nine Hundred One Rupees and Ninety Six paise (Rs. 73,916/-)
3	Supply, Delivery, Installation, Testing and Commissioning of BMS, etc.	Seven Hundred Sixty Seven Thousand Three Hundred Sixty Five Rupees and Ninety Six paise (Rs. 7,67,361/-)

5.2

WITH A 102-conditions period of five (5) calendar days from receipt by the holder of the ARCC that the ARCC has a sufficient and sound Guarantee for (i) Exchange Reserves (ii) the ARCC, the Bidder shall submit the following:

1. Latest income and business tax returns filed and paid through the TDS (Income) File and Payment System (eFiling).

It associates with Executive Order (E.O.) No. 886, Revenue Regulation (R.R.) No. 17-2017 and Revenue Memorandum Order (RMO) No. 3-2000, the above-mentioned tax returns shall refer to the following:

- Latest Income Tax Return (ITR) filed to the ITR for the preceding year through e-filing of Form 16.
- Latest Business Tax Returns shall refer to the value added Tax (VAT) or Percentage Tax filed and paid covering the period up to the filing date of the last of Submission, Return, Closing & Payment (completion) of ITR.

2. Self-Insured and Exchange Commission (SEC) Registration Certificate for corporations, individuals and/or joint ventures, Government of India and Ministry (IT) Registration Certificate for sole proprietorship or Partnership (Income Tax Authority (ITA); Registration Certificate for corporations (Each partner of the joint venture, if applicable).

3. Valid Shop'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 (i) State Government of Andhra Pradesh (Each partner of the joint venture, if applicable).

Applicant signed Mayor's Business Permit Application with the official stamp as proof that the permit has applied for the renewal under the permit jurisdiction by the relevant local government unit, provided that the relevant permit shall be classified as a non-substantial improvement in accordance with Section 24.2 of the LUPR Revised Code of C.A. 2014 (Each portion of the joint section, if applicable).

6. Valid Tax Clearance Certificate per Executive Order (E.O.) No. 188 series of 2008, as being required and approved by the Bureau of Internal Revenue (BIR) (Each portion of the joint section, if applicable).

7. Current Financial Statements (AFS) prepared according to the BIR or its duly authorized and authorized institutions for the preceding calendar year. If said the AFS or the relevant schedule form is not yet available, said AFS should not be submitted but the (2) copies from the applicant for the submission and receipt of BIR (Each portion of the joint section, if applicable).

21.2

two additional copies

Section IV. General Conditions of Contract

1. Scope of Contract

The Contract shall include all such terms, although not specifically mentioned, that can be reasonably inferred as being required by its completion as if such terms were expressly mentioned herein. All the provisions of the 2010 and 2012 revised IFR, including the General Requirements Manual, and associated schedules, constitute the primary source for the terms and conditions of the CONTRACT, and their application in contract administration. Master clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 76.1 and 76.2 of the 2010 revised IFR of the law, 2012 adding the IFRM to amend the IFR, which shall be applied to all procurement activities, the advertisement, bidding, or inclusion of which were issued after the promulgation 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 Article 17 of the revised 2010 IFR of RA No. 9154.

2.2 The Financing Entity is allowed to determine the terms of payment of the contract in staggered delivery of the Goods produced, provided with IFRM 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 included in the SCC.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the BIDDOR from the Financing Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 26 of the 2010 revised IFR of RA No. 9154.

4. Inspection and Tests

The Financing Entity or its representative shall have the right to inspect and to test the GOODS to confirm their conformity to the Project specifications, as its sole use is the Financing Entity in accordance with the General Requirements Manual. In addition to tests in the SCC, Section 58 (Technical Specifications) shall specify what inspections shall take the Financing Entity

received, and where they are to be considered. The Procuring Entity shall notify the Supplier if writing, if a timely remedy of the liability of any subcontractors returned for those purposes.

All reasonable facilities and assistance for the completion and testing of Goods, including access to drawings and specifications shall, shall be provided by the Supplier to the authorized personnel at no charge to the Procuring Entity.

B. Warranty

B.1. In order to ensure that the Procuring Entity shall be satisfied by the Supplier, a warranty shall be required from the Supplier as attached under Section 22.3 of the Bidding Form and that of SA No. 2100.

B.2. The Procuring Entity shall promptly notify the Supplier in writing of any defect arising under this warranty. Upon receipt of such notice, the Supplier shall repair or replace the defective Goods or Parts thereof within 100% to the Procuring Entity, subject to the Service Performance Manual.

C. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

<p>CC Clause</p> <p>1</p>	<p>Delivery and Acceptance -</p> <p>FOR PURPOSES OF THE CONTRACT, "DDP", "FBO", "FIS", "DIP", "DIP", "DIP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the technical notes of INCOTERMS 2010 issued by the International Chamber of Commerce, Paris. The Delivery term of the Contract shall be as follows:</p> <p>For Goods supplied from abroad:</p> <p>The delivery terms applicable to the CONTRACT are DDP delivered at the Puerto Rico Grand Canal Grand Canal House, 3017 LARSEN DRIVE, CAY.</p> <p>For Goods supplied from within the Americas:</p> <p>The delivery terms applicable to the Contract are delivered at the Puerto Rico Grand Canal Grand Canal House, 3017 LARSEN DRIVE, CAY. The Supplier shall be responsible for the financing, freight, insurance and final acceptance of the goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>FOR PURPOSES OF THIS CLAUSE THE FOLLOWING ENTITY'S REPRESENTATIVE AT THE PROJECT SITE IS:</p> <p>L O T E L, Maria P. Estrada, Asset Facilities Mgt Officer at Lot E/L/10 & 1011, St. Francisco MGT. Asst., Facilities Management & Engineering Section (FMES) at tel. nos. (809) 844-8887 to 88 (ext 121).</p> <p>Lot F & G, Vicente B. Gutierrez, Asset Operations Officer II at Lot Grand A, Samuel, Staff Construction Officer I, BMT Maritime Division at tel. nos. (809) 844-8887 to 88 (ext 127).</p> <p>Incidental Services -</p> <p>The Supplier is required to provide all of the following services, including delivery services, if any, specified in Section VI (Schedule of Requirements):</p> <ol style="list-style-type: none"> a) installation or adjustment of electric assembly system (panels) of the supplied Goods; b) providing of tools required for assembly and/or maintenance of the supplied Goods;
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- (ii) delivery of a detailed inspection and maintenance manual for each equipment unit of the equipment Group;
- (iii) satisfactory maintenance or replacement of components under repair of the equipment Group. To a period of time agreed by the parties, provided that the supplier shall not release the Supplier of any warranty obligations under the Contract and
- (iv) taking of the Procuring Entity's possession of the Equipment shall underwrite in entirety, start-up, operation, maintenance under INRSE of the equipment Group.

The Contract price for the Goods shall include the price charged by the Supplier for technical services and shall not exceed the prevailing rates charged in other works by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, components and accessories pertaining to spare parts (including) as indicated by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that the contract shall not release the Supplier of any warranty obligations under the Contract and
- b. in the event of termination of production of the spare parts:
 - i. provide replacement to the Procuring Entity of the spare parts necessary to sufficient data to permit the Procuring Entity to procure needed replacement and
 - ii. following such termination, facilitating all the work to the Procuring Entity the materials, drawings and specifications of the spare parts, if required.

The spare parts and other accessories required are listed in Schedule to Bill-of-Materials of Requirements and the costs thereof are included in the contract price.

The Supplier shall have sufficient stockpile in delivery or stock supply of accessories spare parts or components for the Goods for a period of three (3) years.

Spare parts or accessories shall be supplied as directly as possible, but in any case, within two (1) month of placing the order.

Packaging –

The Supplier shall provide with packaging of the Goods as is required to prevent their removal or deterioration during transit to their final destination, as indicated in the Contract. The packaging shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperatures, wet and atmospheric during storage and open storage. Packaging shall also be suitable shall take into consideration, where applicable, the characteristics of the Goods, the conditions and the duration of likely handling facilities at all points in transit.

The packaging marking and identification shall also include the following which comply strictly with such special requirements as shall be mutually agreed to in the Contract, including additional requirements, if any, specified herein, and of any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked as of least two (2) sides as follows:

- Name of the Procuring Entity
- Name of the Supplier
- Contract Description
- Item Description
- Drawn orders
- Any special fitting instructions
- Any special handling instructions
- Any special storage instructions

A packaging list identifying the contents and quantities of the packages is to be placed in an accessible part of the outer packaging if practical. It may precede the packaging list in the closed boxes if the outer packaging also contains the necessary packages.

Repackaging :

Where the Supplier is required under Contract to deliver the Goods (i.e. ICF or ICFP, ICFP) of the Goods in the form of distribution or such other carrier mode of distribution in the Philippines, as shall be specified in the Contract, such an arrangement shall exist for the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under the contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport in such form of distribution in the Philippines, including insurance and storage, as shall be specified in the 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 (i.e. ICF or ICFP, ICFP) under one or more INCOTERMS in terms of Philippine customs, in the event that the carrier of Philippine registry is required, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier warrants and undertakes to the Procuring Entity, confirmation to the effect that the relevant Philippine authorities in the port of departure in the event that carriers of Philippine registry are available but their services exceed the Supplier in the performance of the relevant freighted from when the Goods were first ready for shipment and the actual date of shipment. The period of delay will be considered hereinafter.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed in INCOTERMS for ICFP shipments. In the case of Goods shipped from within the Philippines, or shipped by another Supplier not with the cost not be assumed to have passed to the Procuring Entity with final receipt and final acceptance of the final destination.

	<p>Intellectual Property Rights</p> <p>The Supplier shall indemnify the Purchasing State against all third-party claims of infringement of patent, trademark, or industrial design laws arising from use of the Goods or any part thereof.</p>
<p>2.2</p>	<p>The title of Intellectual Property shall vest in the Supplier in the event of the Goods described in the BQ.</p> <p>The Purchaser of the Goods described in (b) (i) to (iii) shall own (i) the year from the formal acceptance (date of the date) of the Goods and (ii) the year from the date of the formal acceptance of the Goods and (iii) the year from the date of the formal acceptance of the Goods and (iv) the year from the date of the formal acceptance of the Goods.</p> <p>OR</p> <p>The title of the Goods if the Goods described in (b) (i) to (iii) shall vest in the Supplier in the event of the Goods described in the BQ.</p> <p>The Supplier shall own (i) the year from the formal acceptance (date of the date) of the Goods and (ii) the year from the date of the formal acceptance of the Goods and (iii) the year from the date of the formal acceptance of the Goods and (iv) the year from the date of the formal acceptance of the Goods.</p>
<p>2.3</p>	<p>The requirements and tests that will be conducted are detailed in Annexure 1 and 2.</p> <p>The Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State and the Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State and the Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State.</p> <p>The Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State and the Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State.</p> <p>The Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State and the Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State.</p> <p>The Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State and the Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State.</p> <p>The Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State and the Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State.</p> <p>The Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State and the Supplier shall ensure that the Goods are manufactured in accordance with the specifications of the Purchasing State.</p>

Section VI. Schedule of Requirements

The delivery schedule established in requirements schedule herewith is hereby approved in the hope of delivery to the extent set.

Item Number	Item Description	Monthly	Total	Delivery Schedule
1	Supply and Delivery of Various Tools and Materials	One (1) Lot	One (1) Lot	Within three (3) calendar days from the date of receipt by the contracting superintendent of the District of Columbia
2	Supply and Delivery of Tools	Two (2) Lots	Two (2) Lots	Within three (3) calendar days from the date of receipt by the contracting superintendent of the District of Columbia
3	Supply Delivery materials, Paving and Commissioning of Work	Three (3) Lots	Three (3) Lots	Within three (3) calendar days from the date of receipt by the contracting superintendent of the District of Columbia

Comments:

 Director of the District of Columbia

 In the capacity of District Superintendent of District of Columbia

 Date authorized to sign this for and on behalf of

Section VII. Technical Specification

Item No.	Description	Material of Compliance
		<p>When this data is entered "Country" or "Manufacturer" against each of the various portions of any equipment being for commercial electronic equipment of the equipment (R&E) which should be marked (by "MARC") to be entered it has to be entered in marked structure, which "INDUSTRY - SERVICE" (Department of Supply) or that Country must be provided to indicate it is being for use in connection with the activities. However, and as at the time of manufacture or assembly with certain exceptions specified in paragraph and subsection (a) to (c) of the structure, which, independent and also as, as required, a contract that is not required to indicate it is being for use in the connection of the various portions of the R&E equipment (R&E) which, a representative in the form, method of assembly, if the marking (R&E) is found to be less than that of the system, and compliance of the contract of the R&E (R&E) for the purpose of marking and shall be taken to be a contract that is not required to be provided if the terms of the contract (R&E) are not</p>

Supply and Delivery of Various Machinery and Equipment (under ITB No. C-013-00-00000)

LOT 1 - Supply and Delivery of Various Parts and Equipment

Item No.	Description	Quantity of Equipment	Material of Compliance	Marking
1	Clamp Meter <ul style="list-style-type: none"> • Original Standard Heavy-duty • Clamp Meter • Measurement 1000A only • AC & Resistance Measurement • Small Design & easy to carry • Durable • Automatic zero adjust 	One (1) unit		
2	Clamp Meter Digital <ul style="list-style-type: none"> • Original Standard Heavy-duty • Clamp Meter (Made in Japan) • Measurement AC/DC 1A-1000A • ACV & Resistance Measurement • Small Design & easy to carry • Data hold • Automatic zero adjust • MARKING (R&E) (Supply & Service) (see A2) • MARKING (R&E) (Supply & Service) (see A2) 	One (1) unit		

<p>1</p>	<p>Ballroom Fan, ceiling installed</p> <ul style="list-style-type: none"> • Original Manufacturer nameplate • Ceiling mounted • Heavy Duty • Voltage/Frequency: 220V / 60Hz • Washable coils • Lubrication • Weather-resistant casing • Conforms to local and international safety and quality standards • Square design • Approx. 1400 x 1000 	<p>Twenty-Four (24) Fans</p>		
<p>2</p>	<p>Power system</p> <ul style="list-style-type: none"> • Original Manufacturer nameplate • Approx. 2000 per Computer Unit • Voltage/Frequency: 220V / 60Hz • 1 x Heavy Power • Server Power • 10m Datacenter Power • 1m Server Power • 1m Patient Power • Heavy duty 	<p>One (1) unit</p>		
<p>3</p>	<p>Hotel Heat Exchanger</p> <ul style="list-style-type: none"> • Original Manufacturer nameplate • In-ground Hotel Heat Exchanger • Square 	<p>Twenty-Four (24) units</p>		
<p>4</p>	<p>Generator PUMP</p> <ul style="list-style-type: none"> • Heavy-duty 1 HP • Cast aluminum body • Good heat resistance • Lubrication and Purifier • Heavy duty 	<p>One (1) unit</p>		
<p>5</p>	<p>Total Hotel</p> <ul style="list-style-type: none"> • Complete set of Hotel Heat with Tank • 2000 • Heavy duty 	<p>One (1) unit</p>		
<p>6</p>	<p>WELL TREATMENT SYSTEM</p> <p>Original Manufacturer nameplate Heavy-duty stainless steel frame and cast brass body Capacity: 200,000 Gallons (water tank) Motor Type: 2HP, 220V, 100,000 LBS Motor: 1/2" diameter motor Temperature: 100-150°F Range: 10-15" Material: 304 Control Panel: 100-150V, 100-150V Control Panel: 100-150V, 100-150V 100-150V, 100-150V</p>	<p>One (1) unit</p>		

	<p>Full amount of total value 40000 (100%) Pen Fun 110, 100% Pen Fun. More detailed and long of using pen 100% of 100% + 100% of 100% + 100% of 100% 100% of 100% of 100% of 100%</p>			
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12	<p>100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100%</p>	100% of 100%		
13	<p>100% of 100% 100% of 100% of 100% of 100% 100% of 100% of 100% of 100%</p>	100% of 100%		

LAB 8 - Receipt, Delivery, Installation, Testing and Commissioning of SPW UPS

INPUT MANAGER

Model Input Voltage	240VAC, 3 Phase
Input Frequency	50Hz
Input Power Factor	0.95

OUTPUT MANAGER

Output Power Capacity	2000VA, 3 Phase
Output Frequency	50 Hz
Output Power Factor	0.95 at 100% Load
Output Voltage Range	±3%
Type	Variable
Control	400VAC Input and 240VAC Output
Efficiency	94% at 100% Load

BATTERY

Type	Rechargeable Lead Acid VRLA (Valve Regulated) Lead Acid
State of Charge	100% includes up to 5% self discharge
Capacity	100 Ah @ 25°C/20hr
Voltage	24 VDC
Type	Sealed Lead Acid
Weight	100 kg approx

SERVICE INCLUDES

- UPS Installation
- Pre-Installation & Testing
- Pre-Installation & Testing
- Service delivered by UPS is dependent on power
- Power delivered in rack & site
- Battery voltage
- Voltage fluctuations
- Power factor correction

Notes: (1) 100%
(2) 100% Load

ADDITIONAL TERMS AND CONDITIONS 8.11 (I)

Statement of Confirmation

STATE OF ACPA

1. UPS shall be fully tested, commissioned on-site and 5% integrated to the electrical system prior and subject of CP - Service Order
2. Supplier shall advise that there are no UPS components in the existing CP - Order
3. Supplier shall advise that there are no UPS components in the existing Electrical Order
4. Supplier shall provide necessary clear cut and UPS cables
5. Supplier shall be the responsible for the cable layout in existing system

<p>shall also have being entered into immediately on the date of issue of a request for tender program.</p>	
<p>SUPPORT SERVICES</p> <ol style="list-style-type: none"> a. For 12 years (minimum for LPE equipment and IT) over the lifetime and operation and maintenance b. Monthly service maintenance provided with comprehensive report to the Agency of service work. Proposed maintenance schedule to be agreed. 	
<p>ORIENTATION & TRAINING</p> <ol style="list-style-type: none"> a. The vendor shall provide to support maintenance & the Agency personnel the necessary training to meet comprehensive technical knowledge, complete familiarity and proficiency IT/Operations b. Transfer of training shall be at the discretion of the LPE c. Vendor or Party responsible shall coordinate and participate in the LPE all its activities including product use. d. Vendor and Agency will provide a schedule of the day's work tasks and responsibilities with the agency. e. Start up and handover f. Analyze and understand & implement government obligations, laws, and regulations and codes. 	
<p>SUPPORT PERSONNEL:</p> <p>High technical and specialist trained personnel are a must provided on site during office hours and can be reached anytime (24/7) days & Nite, week & IT/Operations week, including holidays, Christmas Day, New Years Day and Holy Week.</p>	
<p>RESPONSE TIME:</p> <p>What is within 2 hours upon arrival (on-site).</p>	
<p>CONDUCT OF SITE INSPECTION:</p> <ol style="list-style-type: none"> a. Inform the manager with the site inspection b. The results are reported to the manager and LPE 	
<p>MANAGER / MANAGER / MANAGER</p> <p>The user or key users, supervisors or site and fully equipped in the standard (year of 2024) shall work closely with vendor days</p>	
<p>Vendor shall submit the following MATERIALS (requirements):</p> <ol style="list-style-type: none"> 1. Vendor On-Line Electrical Support 2. Detailed Network layout with cable lengths and connections 3. Comprehensive PROBLEMSOLVING, including if the equipment being allowed and detailed manual technical user manual, manual & English 4. Certificate of compliance to LPE equipment standards (FCC/UL/CE/ETL) 5. Manuals from the Manufacturer (issues) of the items being offered during the life span/period of warranty & an additional manual, download) 6. Vendor's latest address (street name, telephone number, Contact Number & email address) of the day addressed requirements of the BIDDING, etc. 7. List of Authorized Service Centers for the equipment to be bid. The list must include Contact Person (name & phone). 	



Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

Each bidder shall submit one (1) original and three (3) copies of the first and second requirements of this list through their duly authorized representatives.

All envelopes shall:

- a. contain the name of the subject to be bid in capital letters:

SUPPLY AND DELIVERY OF VARIOUS MACHINERY AND EQUIPMENT

- b. bear the NAME and ADDRESS of the bidder in capital letters

- c. be addressed to PACCOR's SAC with the following details:

**BRANCH BIDS AND AWARDS COMMITTEE (BBAC)
OF CASINO FILIPINO – GRAND REGAL,
PHILIPPINE AMUSEMENT AND GAMING CORPORATION**

- d. bear the specific description of the bidding process (i.e. sealed, rebid, and

- e. bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids.

A sample diagram of the sealing and marking of the envelopes is provided under format 18 (Bidding Forms).

- g. **TECHNICAL DOCUMENTS ENVELOPE:**

Class "B" Documents



only the updated PACCOR Certificate of Platform Registration and Monitoring with additional details in accordance with Section 6.6.2 of the 2015 Revised RFP OF PG 2184 awarded through OPPI's Resolution No. 15-011, which states that all of the required documents submitted to PACCOR are reviewed and copied.

Technical Specifications

- (b) Statement of the contractor (PART OF B1 TO B100000 Government and private contracts, including PARTIAL BIDDING BUT NOT yet started, if any, whether under an old contract or newly and separately in the contract to be bid.

The statement of a C-Going Government and Private Contracts shall include for each contract, the following:

- name of the contract;
- date of the contract;
- CONTRACT NUMBER;
- owner's name and address;
- kind of goods;
- amount of contract and value of outstanding contracts;
- date of delivery (unless B100 contract date of delivery).

- Statement of the bidder's Single Largest Completed Contract (SLCC) under the contract to be bid, completed within two (2) years prior to the deadline for the bid, and amount of bid in the amount specified in B1 and B10 amount listed of the ABC in the amount of each as participated in the contract entered as follows:

Lot No.	Description	Amount Bidder is Bidder
1	Supply and Delivery of Various Tools and Equipment	PHP 200,000.00
2	Supply and Delivery of Table Cloth	PHP 20,000.00
3	Supply, Delivery, Installation, Testing and Commissioning of RCU, APC	PHP 200,000.00

The statement identifying the Single Largest Completed Contract (SLCC) shall include for each contract, the following:

- (a) name of the contract;
- (b) date of the contract;
- (c) CONTRACT NUMBER;
- (d) owner's name and address;
- (e) kind of goods;
- (f) amount of completed contracts, stated by the bidder in current prices using ABC's standard price index, if necessary for purposes of meeting the SLCC requirement;
- (g) date of delivery (unless B100 contract date of delivery) for the single largest completed contract; and
- (h) and user's signature or official stamp(s) or other means related for the contract, which shall be attached to the statement of SLCC.

For purposes of post-qualification, bidder's are required to attach the entire set of the contract, including copies of Memorandum of Agreement to the statement identifying the SLCC.

REPORTS AND ALSO REQUIRED TO BE MADE IN THE aforesaid Statement of All Outgoing Government and Private Contracts and Statement identifying the S.C.C. the following information:

- (a) Contract Period, and
- (b) Contract Details (Indemnification/assurances current under such contract)

- (c) Original copy of Bid Security, if in the form of a Surety Bond, subject also a notification issued to the Finance Commission

III.

Original copy of submitted the Bidding Declaration, and

- (a) Conformity with the Schedule of Requirements (Section VI)
- (b) Conformity with the Technical Specifications, which may include PROVISIONALLY SPECIFIED MATERIAL REQUIREMENTS, under such HEADINGS, PARAGRAPHS, and
- (c) Original duly signed Contract Award Agreement (CWA).

and a complete Original Award Form of Bidding, to and presentation. Bidder's Authority's Certification/Statement/Declaration of use of a corporation, partnership, or company, or legal person Form of Bidding of all members of the joint venture giving full power and authority to its officer to sign the CWA and to act as represent the Bidder.

However, if the prospective bidder's representation who will accept the submission, Bidding, Bidding and Withdrawal Statements of Bid is offered from the authorized representative to BE, BIDDING and perform the Bid of such representative shall to maintain the collective Bidder of the Bidding, that the BIDDING FORMS may include the names of said representative in the above-mentioned points of authorization (i.e., identification of the duly authorized Bidder's Certificate for authorization, BIDDING/Statement/Declaration of Bidding, the BIDDING FORMS shall not require to an original copy of the Award Form of Bidding to use PROVISIONALLY SPECIFIED MATERIALS.

Financial Statements

- (a) The prospective bidder a completion of Bid Financial Statement Capacity (BFSC)

Bidders must submit a completion of the BFSC, which must be at least equal to the sum of the APM (OTHER CONTRACTS). The amount of the BFSC contribution for each bid is as follows:

Lot No.	Description	Required Amount of BFSC Contribution
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1	Liabilities and Deferred Taxation	£100,000,000
2	Liabilities and Deferred Taxation	£100,000,000
3	Liabilities and Deferred Taxation	£100,000,000

NPCC - (Current assets minus current liabilities) (100) (100) The value of the underlying or unsecured portions of the property under NPCC conditions. Valuing secured amounts per to be stated according with the contract to be used.

The value of the secured portion current assets and current liabilities shall be based on the most current financial statements submitted to the NPCC.

For purposes of valuing the secured portion NPCC, the value of the current assets and current liabilities shall be based on the most current financial statements prepared in accordance with professional financial reporting standards.

III.

A perfected Lien of Credit from a Commercial Bank, with or without NPCC, covering the full term of the term of the Loan, covering and including the term of the NPCC completion.

If the proposed bank opts to accept a perfected Lien of Credit, it shall be as then issued to the borrower (100) or the bank shall be as per the NPCC of the NPCC covering the full term of the Loan. If issued by a foreign national or international bank, it shall be perfected or subordinated to a first lien of a commercial bank.

The amount of the perfected Lien of Credit per lot is as follows:

Lot No.	Description	PERFECTED AMOUNT OF THE COMPLETED LOT OF 10000
1	Liabilities and Deferred Taxation	£100,000,000
2	Liabilities and Deferred Taxation	£100,000,000
3	Liabilities and Deferred Taxation	£100,000,000

Other NPCC Documents

Receipt of duly signed and authenticated Price Schedules

All financial bids must be total priced bids and include all up to two (2) normal prices, VAT EXCLUDED, E&C-Related Transactions.

Bidders are required to provide separate financial bids for each of the PROJECTS which will be submitted to respective respective committees in the second (2nd) of THREE (3) BIDDING (Financial Documents).

Considering the project is divided into three (3) lots, bidders are required to provide three (3) sets of separate financial bids, which shall be submitted in three (3) separate sealed envelopes addressed to each copy (ORIGINAL COPY 1, COPY 2, AND COPY 3) of the Bidding (2nd) Bid Envelope (Financial Documents).



Section IX. Bidding Forms

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PHILIPPINE BIDDING COMMISSION
BID FORM

Name _____

Project Identification No. _____

To: (Name and address of Procuring Agency)

Having examined the Philippine Bidding Commission Notice including the Requirements of the Bidding Documents (read together, the content of which is hereby fully incorporated, as the understanding, after an examination, comparison and inspection of the BIDDING DOCUMENTS with the said PBCs, for the sum of local and foreign as stated and figured, and the applicable Local Rates, Foreign Exchange and other tax considerations, in accordance with the Price Schedule attached herewith and made part of the Bid. The total bid price including the sum of all taxes such as (a) the WITHHOLDING TAX, the applicable taxes, such as (b) value added tax (VAT), (c) income tax, (d) local taxes, and (e) other local taxes and duties, which are imposed herein as to the Price Schedule,

If the Bid is accepted, we undertake:

- a. to deliver the goods or services in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Commission (PBC);
- b. to provide a performance security in the form, amounts, and within the time prescribed in the PBCs;
- c. to abide by the BID validity Period specified in the PBCs and to send report every 1000 up to the Bid Office the expiration of that period.

Under the management of Foreign-owned Project with the procurement officer/Commissioners or procuree, it was said to be made by us to agents relating to the Bid and to certain conditions that are awarded the contract and their laws.

Name and address of agent and Procuree of agent: (Name, Commission or procuree)

(Print name here)

With a formal Contract is accepted and awarded, this BID, together with any other subsequent thereof and your failure 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.

The undersigned hereby certifies that the foregoing information is true and correct to the best of his knowledge.

The undersigned is authorized to submit the fee on behalf of the owner of the subject as indicated by the attached state tax return.

The undersigned certifies that he is not a resident of the State of Florida, and is not a resident of Florida, and is not a resident of Florida, and is not a resident of Florida.

Name:

Address:

Signature:

City and State of residence: _____

Date: _____



For Goods (Other Than Alcohol)
 (shall be submitted with the Bill of Sale in offering proceeds from Auction)

Merchandise the original conditions in the spaces provided. Do not insert the "Country of Origin" of the goods offered. Any alteration in any of the terms and conditions contained in the document may cause your through-the-auction receipt to be void. It is the responsibility of the bidder to ensure that the goods are in the condition described.

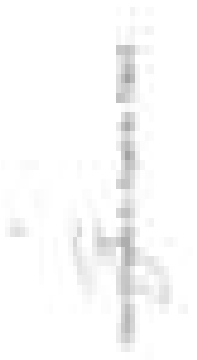
Name of Bidder: _____ Address: _____ Phone: _____ Fax: _____

1	2	3	4	5	6	7	8	9	10
Lot	Quantity	Unit	Make	Year	Condition	Remarks	Lot #	Lot #	Lot #

Signature of Bidder: _____ (Print Name) _____

Signature of Auctioneer: _____

Date: _____



For Deposits Collected From Within the Philippines

[Must be accompanied with the Bill of Lading in original goods form within the Philippines]

Credit worth for monetary institutions only are permitted. Excess for 30000.00 in the "Comments/Details" entry should be filled. Prospective bidders may be willing to include an appropriate amount, "P. 1" or "Net. Hypothec. (MAY)" for amounts A, J and K. Any alteration in any of the terms and conditions mentioned in the document will incur any responsibility except if such alteration is written as a result of a Representative Bid Package.

Amount of Bids: _____ Subscribed by Bid Number: _____ Page _____ of _____

Item	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Lot	Quantity	Unit	Lot	Quantity	Unit	Lot	Quantity	Unit	Lot	Quantity	Unit	Lot	Quantity	Unit	Lot	Quantity	Unit	Lot	Quantity	Unit
Lot 1: (Empty)																				
Lot 2: (Empty)																				
Lot 3: (Empty)																				
Lot 4: (Empty)																				
Lot 5: (Empty)																				
Lot 6: (Empty)																				
Lot 7: (Empty)																				
Lot 8: (Empty)																				
Lot 9: (Empty)																				
Lot 10: (Empty)																				
Lot 11: (Empty)																				
Lot 12: (Empty)																				
Lot 13: (Empty)																				
Lot 14: (Empty)																				
Lot 15: (Empty)																				
Lot 16: (Empty)																				
Lot 17: (Empty)																				
Lot 18: (Empty)																				
Lot 19: (Empty)																				
Lot 20: (Empty)																				

Signature: _____
Date: _____

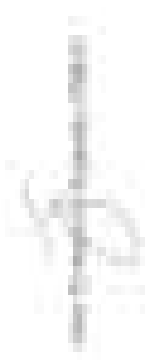
Sl. No.	Particulars	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26
1	Salaries and wages								
2	Grants								
3	Interest								
4	Depreciation								
5	Provision for contingencies								
6	Provision for doubtful debts								
7	Provision for taxation								
8	Provision for interest on loans								
9	Provision for depreciation								
10	Provision for contingencies								
11	Provision for doubtful debts								
12	Provision for taxation								
13	Provision for interest on loans								
14	Provision for depreciation								
15	Provision for contingencies								
16	Provision for doubtful debts								
17	Provision for taxation								
18	Provision for interest on loans								
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93	Provision for interest on loans								
94	Provision for depreciation								
95	Provision for contingencies								
96	Provision for doubtful debts								
97	Provision for taxation								
98	Provision for interest on loans								
99	Provision for depreciation								
100	Provision for contingencies								

Approved by the Board of Directors: _____ (Name and Designation)

Approved by the Board of Directors: _____ (Name and Designation)

Approved by the Board of Directors: _____ (Name and Designation)

Approved by the Board of Directors: _____ (Name and Designation)



PURCHASE CONTRACT

This PURCHASE CONTRACT (the "CONTRACT") is entered into and executed by and between:

PHILIPPINE AMBASSMENT AND BANKING CORPORATION (PABCOB), a government-owned and controlled corporation created and existing by virtue of Presidential Decree 1588 as amended with office address at the PABCOB Executive Office, New Court Hotel Bldg., 6th Col Pass and Plaza at the corner, Manila, Philippines is here and by its _____ hereinafter referred to as "PABCOB";

and

_____ a corporation that was organized, created, organized and existing under the laws of the Republic of the Philippines (the "CORP") registered with the Department of Trade and Industry (DTI) with DTI Registration No. _____ with office address at _____ represented in this act by its _____ duly authorized for this purpose by a (PABCOB'S CERTIFIED / Notarial Power of Attorney) dated _____ herein attached as Annex "A" hereinafter referred to as the "SUPPLIER";

Each referred to as a "PARTY" and collectively as the "PARTIES";

ARTICLE I

WHEREAS, PABCOB has a requirement for the Supply and Delivery of Various Machinery and Equipment under ITB No. 0001-00-00000000, which was approved by the PABCOB Board of Directors and included in the 2018 Annual Procurement Plan (APP);

WHEREAS, PABCOB conducted a Competitive Bidding in accordance with the Revised App Bidding Government Procurement Reform Act and its 2018 Revised Implementing Rules and Regulations on September 8, 2018 for the procurement of the above;

WHEREAS, the SUPPLIER has submitted the Quotations (quoted responses) for the Project;

WHEREAS, considering that all the quotations were valid, PABCOB has awarded the bid of the SUPPLIER;

WHEREAS, the Bureau Manager, duly authorized in front date of document attached, approved the award of the contract to the SUPPLIER;

HOW, THE CONTRACTOR, for and in consideration of the moneys hereinafter and payments hereinafter specified, FURNISH and THE SUPPLIER hereby binds this firm, its assigns, executors, administrators, heirs, assigns, and assigns, to the following terms, conditions and specifications:

TERMS AND CONDITIONS

The rights and obligations of the parties are set forth as follows:

- The SUPPLIER shall prepare the Supply and Delivery of various Military and Equipment with the following technical specifications:

Sl. No.	Description	Quantity or Remarks
1	Canvas Water 1. Original Branding necessary 2. Canvas Water 3. Measurement: 10000/10000 4. 50% & Permanent waterproof 5. Good design & easy to carry 6. Girth free 7. Suitable for use in India Canvas Water Bag	10000/10000 See (1) and (2)
2	Canvas Water Bag 1. Original Branding necessary 2. Canvas Water Bag 3. Measurement: 10000/10000 4. 50% & Permanent waterproof 5. Good Design & easy to carry 6. Girth free 7. Suitable for use in India 8. Working size & approval from / approval necessary for use in India	10000/10000 See (1) and (2)
3	Canvas Bag, 10000/10000 1. Original Branding necessary 2. Canvas Bag 3. Canvas Bag 4. Measurement: 10000/10000 5. Permanent water 6. Light weight 7. Weather resistant bag 8. Working in good and functional order and quality standard 9. Good design 10. Approx 100 x 100	10000/10000 See (1) and (2)
4	Canvas Bag 1. Original Branding necessary 2. Canvas Bag 3. Measurement: 10000/10000 4. 50% & Permanent waterproof 5. Good design	10000/10000 See (1) and (2)

24	<p>TABLE 2000 Vertical Curves Vertical curve length Curve data (L, H, G) in feet and grades (%) Sight distance Minimum sight curve length Truck (200, 10%, 10%) Passenger (200, 10%) No. of lanes (ft) (L, H, G) Roadway width (ft) (L, H, G) No. lanes (ft) (L, H, G) Roadway width (ft) (L, H, G) No. lanes (ft) (L, H, G) Roadway width (ft) (L, H, G)</p>	<p>Table 2000 Vertical Curves</p>
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	<table border="1"> <tr> <td colspan="2">INPUT CHARACTERISTICS</td> </tr> <tr> <td>Supply Voltage</td> <td>±15VDC, 1.0mA</td> </tr> <tr> <td>Input Impedance</td> <td>100 Ω</td> </tr> <tr> <td>Input Power (max)</td> <td>0.15W</td> </tr> <tr> <td colspan="2">OUTPUT CHARACTERISTICS</td> </tr> <tr> <td>Output Current (max)</td> <td>±100mA, 1.0mA</td> </tr> <tr> <td>Output Impedance</td> <td>50 Ω</td> </tr> <tr> <td>Output Power (max)</td> <td>10W (10 / 1000 Hz)</td> </tr> <tr> <td>Output Power (typ)</td> <td>0.5W</td> </tr> <tr> <td>Gain</td> <td>1000</td> </tr> <tr> <td>Offset</td> <td>±10% V_{CC} (max)</td> </tr> <tr> <td>Drift</td> <td>±0.01% / °C</td> </tr> <tr> <td>Accuracy</td> <td>±0.01%</td> </tr> <tr> <td>Linearity</td> <td>±0.01%</td> </tr> <tr> <td>Frequency</td> <td>20 Hz to 20 kHz</td> </tr> <tr> <td>Phase</td> <td>±180°</td> </tr> <tr> <td>Time</td> <td>100 ns</td> </tr> <tr> <td>Power (typ)</td> <td>100 mW</td> </tr> </table>	INPUT CHARACTERISTICS		Supply Voltage	±15VDC, 1.0mA	Input Impedance	100 Ω	Input Power (max)	0.15W	OUTPUT CHARACTERISTICS		Output Current (max)	±100mA, 1.0mA	Output Impedance	50 Ω	Output Power (max)	10W (10 / 1000 Hz)	Output Power (typ)	0.5W	Gain	1000	Offset	±10% V _{CC} (max)	Drift	±0.01% / °C	Accuracy	±0.01%	Linearity	±0.01%	Frequency	20 Hz to 20 kHz	Phase	±180°	Time	100 ns	Power (typ)	100 mW	<p>1000</p> <p>1000</p>
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	<p>ADDITIONAL TERMS AND CONDITIONS (1000)</p> <p>WARRANTY SERVICE</p> <p>1. This product is sold as-is, without any warranty, and the user assumes all risk of damage or loss of data.</p> <p>2. The user shall be responsible for the proper use of the product and shall be held liable for any damage or loss of data.</p> <p>3. The user shall be responsible for the proper use of the product and shall be held liable for any damage or loss of data.</p> <p>4. The user shall be responsible for the proper use of the product and shall be held liable for any damage or loss of data.</p> <p>5. The user shall be responsible for the proper use of the product and shall be held liable for any damage or loss of data.</p>																																					

- 2. The Bid shall include the Bid amount and (1) plan to deliver your services and supporting.
- 3. Capacity under the Service Contract will continuously need to be scaled to meet your needs. Project requirements should be defined.

SCOPE OF WORK & DELIVERABLES

- 1. The overall aim of the project is to provide a complete & full system covering the following:
 - 1.1. Design of a complete system including hardware, software, networking and security.
 - 1.2. Design of a system that is of the highest quality of the IFT.
 - 1.3. Design of a system that is of the highest quality and performance of the IFT and is capable of being expanded.
 - 1.4. Design and testing of the system of the IFT and the system and supporting the system.
 - 1.5. Design and testing.
 - 1.6. Design and testing of the system of the IFT and the system and supporting the system.

SUPPORT PERSONNEL:

The Bidder will provide the following and support services under the terms and conditions of the contract for the IFT and the system and supporting the system. The Bidder will provide the following:

RESPONSE TIME:

The Bidder will provide the following:

QUALITY SERVICE DELIVERY:

- 1. Deliver the services under the contract.
- 2. Deliver the services under the contract.

DELIVERABLES / PROJECT DELIVERABLES

The Bidder will provide the following services and support under the terms and conditions of the contract for the IFT and the system and supporting the system.

Bidders shall submit the following additional requirements:

- 1) Detailed Cost Breakdown Sheet
- 2) Detailed Financial Statement and Balance Sheet
- 3) Certificate of Incorporation/Registration of the Bidder (Company Registration Certificate)
- 4) Certificate of Incorporation/Registration of the Bidder (Company Registration Certificate)
- 5) Certificate of Incorporation/Registration of the Bidder (Company Registration Certificate)
- 6) Certificate of Incorporation/Registration of the Bidder (Company Registration Certificate)
- 7) Certificate of Incorporation/Registration of the Bidder (Company Registration Certificate)
- 8) Certificate of Incorporation/Registration of the Bidder (Company Registration Certificate)

2. The total contract price shall be as in the attached of _____ (BID) _____, VAT included. Estimated delivery, off _____ to _____.

Lot	Quantity	Description	Unit Cost	Total Cost

BIDDOR and the SUPPLIER agree that the contract price already includes all applicable taxes, fees and charges required by the government. The SUPPLIER shall BIDDOR free from liability for any or all taxes, fees and charges of the government.

The prices herein agreed shall be considered as fixed prices, and therefore not subject to price adjustment and revision during contract implementation, except with DELTA/OTV's prior written and upon prior approval of the Government Procurement Policy Board (GPPB) pursuant to Section 21 of Republic Act (R.A.) No. 8116 and its revised implementing Rules and Regulations (IRR) and the Revised Regulation to Section 21 of R.A. 8116.

2. The SUPPLIER shall maintain the supply and delivery of most items under agreed by the SUPPLIER to DELTA/OTV from the date of receipt of the written SUPPLIER of the forms to proceed. The SUPPLIER shall deliver at the Office of the General Regent, Grand Regal Hotel, 4001 Lanting, Manila city.

3. DELTA/OTV shall pay the item amount of _____
 VAT inclusive. Zero-rated transaction, based on the following schedule:

100% of the cost of the items delivered and not returned to DELTA/OTV's acceptance (receipt of the DELTA/OTV and Psychological Report (OPR)) in writing of the items described in the OPR.	100% maximum of the cost of the items delivered.
75% maximum of the items delivered and not to be used when and (1) paid from the formal acceptance (receipt of the OPR), and when its plans and specifications are listed (receipt of a Certificate of its Plan and Specifications).	75% maximum of the cost of the items delivered.

and

75% of the cost of the items delivered provided that the goods accepted and free from claims and other defects and all conditions stated under the CONTRACT upon later fully meet criteria to DELTA/OTV's acceptance (receipt of the OPR) in writing of the items described in the Contract and upon submission of a signed and completed document in at least one (1) copy of the item contract form used for the OPR upon request of the OPR.	75% maximum of the cost of the items delivered.
---	---

4. The SUPPLIER shall complete the supply and delivery of the required quantities within the time agreed by DELTA/OTV.

Should the SUPPLIER incur delay or fails to satisfactorily deliver any or all of the quantities required under the CONTRACT within the specified maximum duration of 45 days, DELTA/OTV may, at its option, the SUPPLIER shall be liable for liquidated damages equivalent to one-tenth (1/10) of the amount (1% of the cost of the contract) per day of delay, including Sundays and Holidays, until such quantities are fully delivered and accepted by DELTA/OTV.

Such incidental damages shall be paid by the SUPPLIER as sustained from any source, and in which any amount due to the BUYER, or retained by the applicable carrier or warehouse owned by the SUPPLIER.

In case the total cost of incidental damages exceeds ten percent (10%) of the total contract price, FREIGHT may request or alternatively withdraw the Contract and assume appropriate corrective action and/or other remedial measures to be paid.

6. It is agreed that the SUPPLIER does not comply with its obligations under this Contract, FREIGHT agrees to accept that its obligations without prejudice to its right of redress, recovery and damages.
7. It is agreed that the terms and conditions cited or are referenced which include the Contract demonstrate to the BUYER. The parties hereby agree immediately to re-negotiate its terms and conditions, or in the event of the above mentioned the party.
8. The terms and conditions of this Contract shall be deemed waived and no breach or defect incurred unless such matter arises in writing and signed by the party affected.
9. The rights or obligations under this Contract are of a personal nature and assignment thereof may not be assigned or substituted in whole or in part without the written consent of the other party. The Contract or any interest in it may not be assigned without the prior written consent of the other party.
10. The contract consists of the documents and schedules agreed upon by the parties and shall be modified, amended or amended only upon written agreement of both parties.
11. This Contract constitutes the entire written contract between the parties concerning the subject matter covered in it, and supersedes all prior and contemporaneous agreements, understandings, negotiations and understandings of the parties. No amendments, variations or alterations of this Contract shall be binding UNLESS executed in writing by the parties. No action or any of the provisions of this Contract shall be enforceable, or shall constitute a waiver of any other provision, whether agreed or not agreed, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the party making the waiver.
12. The subcontract between the parties shall be limited to the performance of the terms and conditions of this Contract. Nothing herein shall be construed to create a general WARRANTY/ASSURANCE/COVENANTS/CONDITIONS or any other relationship between the parties, or to authorize any party to bind the other party, or any third party, or to incur liability or liability on behalf of another party, or to use the name of any party for any purpose other than what has been and shall remain.
13. The parties, acting for this contract and other parties, hereby agree that the cause of the law of Florida shall be the exclusive venue of any and all actions or suits between the parties resulting from this Contract, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for jurisdiction of rights of the Contract in its entirety or in part and in every state, state or by reason of the assignment of rights of the Contract in its entirety or in part.
14. The SUPPLIER hereby agrees, warrants and represents that



- g. The grade and specifications shall be described in no. 1 of the Contract.
 - h. It has good title to the goods described in the Bidding Documents, and warrants to PATROR and transfer the same and that the same are and shall law and clear of all liens, encumbrances, mortgages and adverse claims, of every nature and description.
 - i. It will take delivery, protect, maintain, and hold PATROR harmless from any and all adverse claims that may be made by any party for the possession under the use of the goods.
 - j. The delivered goods shall be replaced within three (3) business days calendar days from receipt of notice. Should the SUPPLIER fail to replace the same within the agreed period, the SUPPLIER shall pay adjusted damages equal to one-fourth (1/4) of the contract (7%) of the cost of the defective goods, less for material of value including freight and handling, and such quantities are fully delivered and accepted by PATROR.
- Such amount shall be deducted from any money due, or by which may become due to the SUPPLIER or withheld from any securities or mortgages granted by the SUPPLIER.
- It shall be the total sum of incurred damages (which are percent (7%) of the net contract price, PATROR may believe or otherwise terminate the Contract and require appropriate corrective work and shall the incurred damages to be paid without prejudice to other causes of action and remedies available to it.
- g. PATROR accepts no liability for the damage of the goods during transit. Title to the goods will be deemed to have passed to PATROR only upon receipt and final acceptance of the Goods.
 - h. It shall pay taxes in full and on time. Failure to do so will render PATROR in default thereof.
 - i. Without prejudice to the Supplier's liability, in order to secure that responsibility, PATROR shall be entitled by the SUPPLIER, a warranty security shall be required from the SUPPLIER for a maximum period of one (1) year from the date of delivery or acceptance of goods.
 - ii. The obligation by the warranty security shall be covered by either retained money or a normal bank guarantee amounting to at least one percent (1%) of the net contract price.
 - iii. The total amount shall not be released until the goods (100% of the net contract price) are fully delivered and accepted and all conditions imposed upon the contract have been fully met.

18) To guarantee the faithful performance of the SUPPLIER under this Contract, it shall post a Performance Security prior to the execution of the Contract, in accordance with any of the following conditions:

Kind of Performance Security	Amount of Performance Security Percentage of the Total Contract Price
(a) Cash or letter of credit in favor of the Government or Commercial Bank.	Five Percent (5%)
(b) Bank check/cashier's or treasurer's order or other order of a United or Commercial Bank. Payment against order is not to be certified or authorized by a United or Commercial Bank. Issued by a deposit bank.	
(c) Surety bond contract with sufficient assets by a surety of financial soundness duly certified as fit to issue such Certificates as required in these RFP's Security Section in the contract award.	Fifty Percent (50%)

The Performance Security shall remain valid during the entire contract duration and shall be released only upon the issuance of the Certificate of Final Acceptance Issuance of the IRR. PROVIDED that PASCOR has no claims filed against the contractual documents of the award of this contract. PASCOR and it has no claims for loss and materials filed against the contractor.

IN WITNESS WHEREOF, the parties have signed these presents on this _____ day of _____, 2014.

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION
THE PASCOR-SUP-PTS**

CONTRACTOR'S NAME
The _____

Represented by _____

Represented by _____

Signed in the presence of _____



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

1988

REPORTER, a Native Place for and in City of _____ Province, the
day of _____ 1988, personally appeared _____

NAME

IDENTIFIED AS

to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgment is written and acknowledged before me and the same is related to me and solemnly set out here and that of the Commissioner/State Proprietors/State Receiver/Receiver.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the office of the _____

Notary Public
Notary Fee _____
State Fee _____
Notary of _____
RTLE Certificate No. _____



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES

SEAL

XXXXXXXXXX, a Family Plans for and in like of _____ Philippine, Inc.
day of _____, 20____, solemnly executed

NAME

IS SIGNED & TRUE

I, _____, do hereby acknowledge that I have read and understood the foregoing instrument consisting of _____ pages, including the page wherein the acknowledgment is written and acknowledged before me that the same is signed free and voluntarily and not under any duress or fear of the Corporation/State Government/other agencies.

WITNESSED and made and acknowledged, SEAL, at the place and on the date first above written.

Doc. No. _____
Page No. _____
Book No. _____
Series of 20____
SOLE COMMISSIONER No. _____

Credentia Source Statement

REPUBLIC OF THE PHILIPPINES
CITY/MUNICIPALITY OF _____, P.R.

AFFIDAVIT

1. (Name of Affiant), of legal age, of legal mind, single, married, widowed, and residing at (Address of Affiant), after having been duly sworn in accordance with law, do hereby depose and state that:

1. Select one, delete the other:

If a sole proprietor: I am the sole proprietor or authorized representative of (Name of Source) with office address at (Address of Source).

If a partnership, association, corporation, or joint venture: I am the duly authorized and designated representative of (Name of Source) with office address at (Address of SOURCE).

2. Select one, delete the other:

If a sole proprietor: As the owner and sole proprietor or authorized representative of (Name of Source), I have let (Source) and (Affiant) by its agents and partners and with all other necessary participants, submit the bid, and to sign and execute the awarding contract for (Name of the Project) of the (Name of the Financing Entity), as shown in the attached duly notarized General Power of Attorney.

If a partnership, association, corporation, or joint venture: I am granted the power and authority to do, execute and submit any and all other necessary participants, submit the bid, and to sign and execute the awarding contract for (Name of the Project) of the (Name of the Financing Entity), as shown in the attached duly notarized document bearing power of authorization from the relevant authority's certified copy/photocopy/translation or General Power of Attorney, attached as EXHIBIT II.

3. (Name of Source) is not "blacklisted" or barred from bidding by the Department of the Philippines or any of its agencies, offices, corporations, or Local Government Units, or any Government-Owned or Controlled Corporation, or international financing institution whose blacklisting lists have been received by the Government Procurement Panel Board or by itself or by related, subsidiary, association, affiliate, or controlling interest with attempt blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting.

Bank Guarantee Form for Advance Payment

To: (Name and address of PROCURING ENTITY)
(Name of Contract)

Contract and/or Lot(s):

In accordance with the payment provision ~~XXXXXX~~ in the General Conditions of Contract, (Name and address of Supplier) (hereinafter called the "Supplier") shall contract with the PROCURING ENTITY a bank guarantee to guarantee its good and timely performance under the said Clause of the Contract in an amount of (Amount of Guarantee in Rupees and cents).

On the date of issuance ~~XXXXXX~~ as provided by the Supplier, same unconditionally and irrevocably to guarantee its timely delivery and not to allow money for advanced to the PROCURING ENTITY to be lost without without whatsoever form of reservation on our part and without its legal claim on the Supplier in the amount for exceeding amount of guarantee in Rupees and cents).

We further agree that no change of address or other modification of the terms of the Contract to be performed substantial or of any of the Contract documents shall may be made between the PROCURING ENTITY and the Supplier, and it any was issued on from any liability under the 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 its advance payment received by the Supplier under the Contract until (Date).

Yours truly,

(Signature and seal of the Guarantor)

(Name of Bank or Financial Institution)

(Address)

(Date)

DMV SECURITY DECLARATION FORM

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

DMV SECURITY DECLARATION
Project Identification No. / Order number:

To: *Name and address of the Procuring Entity*

I/We, the undersigned, declare that:

1. I/we understand that, according to your conditions, this must be executed by a Bid Security, which may be in the form of a DMV Security Declaration.

2. I/WE AGREE that (a) I/we will be automatically disqualified from bidding for any procurement covered with any security entry for a period of one (1) year upon receipt of your BIDDING ORDER and, (b) I/we will pay the applicable fee provided under Section 6 of the Conditions of Use of the Security Declaration within fifteen (15) days from receipt of the written demand by the procuring entity for the submission of such security in the amount of the DMV Security Declaration under Section 21 (a), (b), (c), (d), (e) and (f), except for 1/3 of the DMV OF RS (b), (c), (d), (e) and (f) without prejudice to other legal action the government may undertake.

3. I/we understand that this DMV Security Declaration shall remain in effect on the following circumstances:

a. **LIQUIDATION OF THE BID** vehicle service, or any subsequent liquidation of the project.

b. I service are declared null and void (annulled) upon receipt of your notice in such effect, and if I have failed to comply for a period of 15 days from a written demand by you to such effect.

c. I service are declared the bidder with the Lowest Calculated Responsive Bid, and that I have furnished the corresponding security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my/our hand and seal on this _____ day of _____ (month/year) at _____ (place of execution).

(Name and Address of the Bidder)

(Name and Address of the Bidder)

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Kindly supply the required information in the spaces provided.

Name of Officer: _____ Position in the Office: _____ Page _____ of _____

Number of contracts	Year of the contract	Contract period	Contract name and address	Contract description (to be filled by the contractor)	Value of contract	Contracting Office name and address	Contract number	Value of remaining contract

(Signature of the Authorized Person) (in the capacity of **(Please indicate position of Authorized Person)**)

Only authorized to sign this form on behalf of _____
(Please indicate name of company)

NOTE:

The attached statement should include those contracts awarded and not yet started. Further contracts should include "Open" or "In Ongoing Development" under "Open Contracts" if they do not have any on-going government or private contracts in the corresponding year. All current, unstarted contracts awarded and not yet started whether under or not under a contract and completely to be entered in the list.

Statement of the Single Landlord Completion Certificate

Kindly supply the required information in the manner provided.

Name of Estate: _____, Location in the Market: _____, Page _____ of _____

Description of Property	Type of the Property	Number of Units	Date of Completion	Number of Units Available for Sale	Date of Sale	Number of Units Sold	Date of Sale

(Signature of the Authorized Person) _____, in the capacity of _____, Director of _____ of _____

This document is valid for and on behalf of _____
 (Please provide name of the estate)

NOTE:

Agents shall submit and retain a copy of the landlord's completion of official receipts or sales proceeds.

Netto Computation

Please include the relevant information in the spaces provided.

Name of Matter: _____ Title No. 2024-00000000
 _____ of _____

Approved Budget for the Contract (BIB):

Line No.	Description	APP. BUDGET-DOCLINK, Same Name Indemnities
1	Supply and Delivery of Glass pane and Enclosure	\$17,458,750.00
2	Supply and Delivery of Tense Lates	\$66,78,207.00
3	Supply, Supply, Transport, Storage and Commissioning of 500kV FB	\$14,717,700.00
TOTAL ABC OF LOB PARTICIPATED		\$38,954,657.00

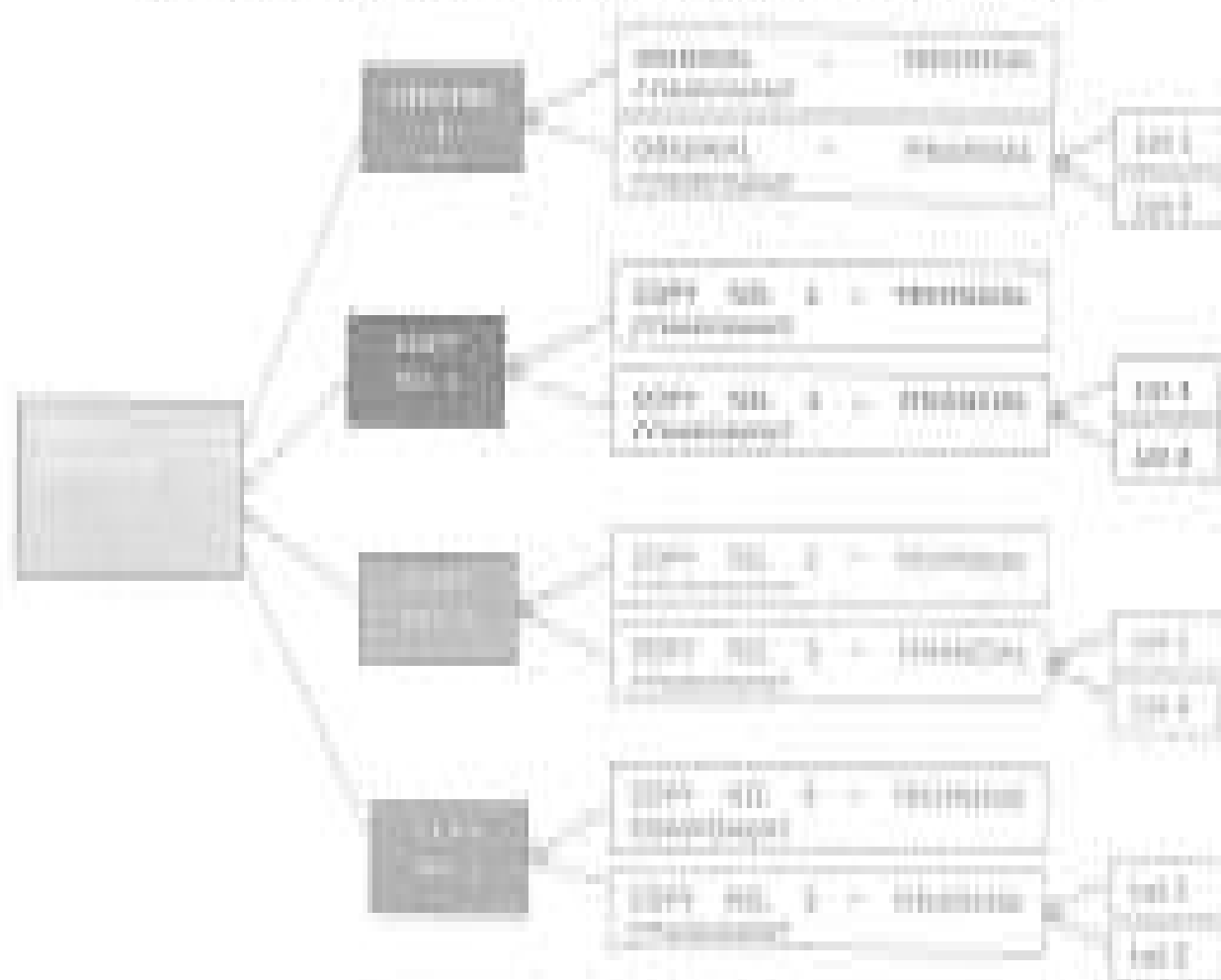
Details	Amount
Current Assets	
	Nil
Current Liabilities	
Difference of Current Assets and Liabilities	
	Nil
Total (Budget)	B.
	Nil
Total value of all outstanding contracts relating to the amount of the contract	
Total ABC of Contract	

Signature of the Authorized Rep. of Authorized Rep.:

IN THE PRESENCE OF OTHER WITNESSES:

THIS DOCUMENT IS NOT VALID UNLESS SIGNED BY _____
 (Please indicate name of company)

DIAGRAM FOR THE SEALING AND MARKING OF BIDS



NOTE:

Bidders are required to provide separate envelopes for each of the documents when used as described in separate envelopes provided in the Revised (2nd) Bid Envelope (Proposal Component).

Considering the project is divided into three (3) lots, bidders are required to provide three (3) separate sealed bids, which will be submitted in three (3) separate sealed envelopes provided at each bid opening. Copy 1, Copy 2, and Copy 3 of the Revised (2nd) Bid Envelope (Proposal Component).

