

**ILOILO 1 ELECTRIC COOPERATIVE, INC.  
(ILECO - 1)**



**Procurement  
of Goods**

**“Supply, Delivery and Installation  
of Back-up Server”**

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## A. INVITATION TO BID



# Iloilo I Electric Cooperative, Inc.

(ILECO 1)

5021 Tigbauan, Iloilo, Philippines

Tel. Nos. 511-7822 to 25    Telefax 511-8852    E-mail: ilecoonemain@gmail.com

**Coverage Area:** Alimodian    Cabatuan    Guimbal    Igaras    Leganes    Leon    Maasin    Miagao  
Oton    Pavia    San Joaquin    San Miguel    Sta. Barbara    Tigbauan    Tubungan

## INVITATION TO BID NO. 2021-013

The Iloilo I Electric Cooperative, Inc. (ILECO-I) through its Bids and Awards Committee (BAC) now invites bids from interested bidders for the **public bidding** of hereunder contract:

ITEM NO.	LOT NO.	BRIEF DESCRIPTION	APPROVED BUDGET FOR THE CONTRACT (ABC) INCLUSIVE OF VAT	NONREFUNDABLE FEE FOR BID DOCUMENTS	DELIVERY SCHEDULE/ COMPLETION SCHEDULE	SOURCE OF FUND
1	1	Supply, Delivery and Installation of Back-up Server	Php 2,500,000.00	Php 5,000.00	Within Sixty (60) calendar days	Internally Generated Fund

The procurement process will be conducted via virtual bidding conference. The schedules of the procurement process are shown below:

Item No.	Availability of Documents	Pre-Bid Conference	Bid Opening
1	The Bid document is available starting November 25, 2021 until December 13, 2021, Monday to Friday from 9:00 AM to 12:00 NN and 1:00 PM to 5:00 PM.	December 2, 2021 at 10:00 AM <i>(Via zoom link which will be sent to qualified bidders a day before the activity)</i>	December 14, 2021 at 10:00 AM <i>(Via zoom link which will be sent to qualified bidders a day before the activity)</i>

Bidding documents are downloadable and free of charge at ILECO 1 website: [www.ileco1.com](http://www.ileco1.com). However, only those who have purchased the Non-Refundable Bid Documents are allowed to attend the Pre-bid Conference and submit their bid offer during the Bid Opening. Meeting ID or Link will be provided via e-mail.

Representatives from each bidder/company must submit their notarized authorization letter one (1) day before the Pre-bid conference and Opening of Bids via BAC official email. Failure to comply the above-mentioned will automatically mean disqualification.

The submitted documents of each bidder shall be examined and checked to ascertain they are all present using a non-discretionary "pass/fail" criterion. The HOPE reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract as indicated in the Section 41 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as The Government Procurement Reform Act.

For more queries or clarification, kindly coordinate with our BAC Secretariat, **Joanna G. Estrada/Lyka Rev C. Ellorquez** through their Mobile No.: 0906-657-494/0909-131-2823 or you may email us at [bac.ileco1@gmail.com](mailto:bac.ileco1@gmail.com)

**MARICON C. GARRIDO**  
BAC Chairperson  
Iloilo I Electric Cooperative, Inc. (ILECO-I)  
Namocon, Tigbauan, Iloilo  
November 25, 2021



*We Serve Member-consumer-owners with Integrity Loyalty and Efficiency*

- Oton Area Office: 337-0077
- Guimbal Service Center: 315-5512
- San Miguel Serv. Center: 331-0480
- 24-Hour Hotline: (033) 511-8138 / 0917 314 4410
- Miag-ao Area Office: 513-7080
- Cabatuan Service Center: 522-8142
- Leon Coll. Office: 882-0297
- Sta. Barbara Area Office: 523-8631
- Leganes Service Center: 524-969 8
- San Joaquin Coll. Office: 314-7515

**B. CERTIFICATION FOR AVAILABILITY OF FUND**



**Iloilo I Electric Cooperative, Inc.  
(ILECO-I)**

5021 Tigbauan, Iloilo, Philippines

Tel. Nos.: 511-7822 to 25      Telefax: 511-8852      Website: www.ileco1.com

Coverage Area: Alimodian    Cabatuan    Guimbal    Igbaras    Leganes    Leon    Maasin  
Miag-ao    Oton    Pavia    San Joaquin    San Miguel    Santa Barbara    Tigbauan    Tubungan

**CERTIFICATION**

To Whom It May Concern;

This is to certify that Iloilo I Electric Cooperative, Inc. (ILECO-I) has allocated budget with available fund for the Supply and Delivery of Back-up Server.

This certification is issued in support for the procurement of the above-mentioned goods in consonance with the Procurement Guidelines and Simplified Bidding Procedures for Electric Cooperatives issued by the National Electrification Administration (NEA).

Issued this 20th day of October 2021.

Certified by:

  
**JECTOFER D. ARLOS**  
OIC-FSD

Noted by:

  
**ENGR. MIGUEL A. P. CUNTALAN JR.**  
General Manager



*Efficient Service for a Responsible Membership*

\* Oton Area Office 337-077 \* Miag-ao Area Office 513-7080 \* Sta.Barbara Area Office 523-8631 \* Guimbal Service Center  
Cabatuan Service Center 522-8142 \* Leganes Service Center 524-8717 \* San Miguel Service Center 331-0480 \* Maasin  
Collection Office 314-7515 \* San Joaquin Collection Office 314-7515 \* Leon Collection Office 882-0297

### **C. INSTRUCTION TO BIDDERS**

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## 1. SCOPE OF BID

- 1.1. The Procuring Entity named in the BDS, invites bids for the "Supply, Delivery and Installation of Back-up Server", as described in **Section G ("Technical Specifications and Scope of Work")** and Annotation.
- 1.2. The successful Bidder will be expected to complete the delivery by the intended completion date specified in SCC Clause 1.17.
- 1.3 The Procuring Entity invites eligible Bidders to Bids for the project Supply, Delivery and Installation of Back-up Server"

## 2. SOURCE OF FUNDS

The Source of Fund for this project is from the **Internally Generated Fund** of the Iloilo 1 Electric Cooperative, Inc. (ILECO-1).

## 3. ELIGIBLE BIDDERS

- 3.1 The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted. However, Suppliers under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC).
- 3.2 The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

## 4. BIDDER'S RESPONSIBILITIES

- 4.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Form-002.
- 4.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for this Project, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the government or any of its agencies, offices, corporations, or LGUs, including foreign

government/foreign or international financing institution whose blacklisting rules have been recognized.

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with existing labor laws and standards, if applicable. Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

4.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Unless otherwise indicated in the BDS, failure to furnish all information or documentation required in the Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

4.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the Bidder out of the data furnished by the Procuring Entity.

4.5. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

4.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the government which may affect the contract in any way.

4.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the non-refundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## 5. CONTENTS OF BIDDING DOCUMENTS

### 5.1. PRE-BID CONFERENCE

- 5.1.1. If so specified in the invitation to bid, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 5.1.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidders will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 5.1.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

### 5.2. CLARIFICATIONS AND AMENDMENTS TO BIDDING DOCUMENTS

- 5.2.1. Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the Invitation to bid at least ten (10) calendar days before the deadline set for the submission and receipt of bids.
- 5.2.2. Supplemental/Bid Bulletins may be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 5.2.3. Any Supplemental/Bid Bulletin issued by the BAC shall be provided to the bidders within five (5) Calendar Days from Pre-Bid Conference. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC.

## 6. DOCUMENTS COMPRISING THE BIDS

- 6.1 Online Submission of Bids shall follow the **online bidding submission and receipt of bids instruction manual** attached as Annex "A".
- 6.2 Bidder's submission of hard copy of the bidding documents shall be sent via courier the day before the opening of bids and will submit proof of receipt from the courier company to [baonline.ileco1@gmail.com](mailto:baonline.ileco1@gmail.com).



6.3 Bidders shall submit the hard copy of their bids in one (1) mother envelope that contains two (2) separate envelopes. First envelope (Envelope 1) should contain the following folders (**1 Original and 1 Photocopy**):

6.3.1. Legal Documents - Folder 1 (Envelope 1)

1. DTI Business name registration/SEC registration certificate, whichever is appropriate under laws of the Philippines;
2. Valid and current Mayor's permit/municipal license; (principal place of business)
3. BIR Value Added Tax Registration;
4. Omnibus Sworn Statement-Affidavit;
5. Compliance with E.O #398
  - a. Proof of VAT payments for the past six months (**May 2021 to October 2021**);
  - b. Tax clearance from the BIR to prove bidder's full and timely payment of taxes to the government;
6. A certification under oath from the bidder's responsible officers that the bidder is free and clear of all liabilities with the government;
7. Duly signed and Notarized Instructions to Bidders.

6.3.2 Technical Documents - Folder 2 (Envelope 1)

1. Statement in matrix form all ongoing and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement shall state whether each contract is:
  - a. Ongoing, Completed or Awarded but not yet started; within the relevant period, where applicable. Each contract should include the following: (Form-007)
    - i. The name of the contract;
    - ii. Date of contract;
    - iii. Amount of contract and value of outstanding contracts;
    - iv. Date of delivery;
    - v. End-user's acceptance, if completed
  - b. Statement identifying the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid within the relevant period as provided in the bidding documents. (Form-008)

6.3.3. Financial Documents - Folder 3 (Envelope 1)

1. Complete set of audited financial statements, stamped "received" by the BIR or for the preceding calendar year which should not be earlier than 2 years from the date of bid submission.

Complete set of financial statement includes the following:

- 1.) Balance Sheet
- 2.) Income Statement

- 3.) Statement of Changes in Equity
- 4.) Cash Flow Statement
- 5.) Notes to Financial Statement
- 6.) Statement of Management Responsibility for Financial Statement

2. The prospective bidder's computation for its Net Financial Contracting Capacity (NFCC) should be equal or more than the ABC, or a commitment from a universal or commercial bank to extend to it a credit line if awarded the contract to be bid, in an amount not lower than the amount set by the procuring entity, which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract (ABC) to be bid.

#### 6.3.4. Class "B" Documents - Folder 4 (Envelope 1)

1. Valid joint venture agreement, in case of a joint venture. Each member of the joint venture shall submit the required eligibility documents;

### 6.4. Bid Proposals

#### 6.4.1 TECHNICAL PROPOSAL - Folder 1 (Envelope 2)

- a. Bid Security as to form, amount and validity period (2% of the ABC)
- b. Confirming Statement on Delivery Schedule (Form-004)
- c. Confirming Statement on Warranty of being offered (Form-005)
- d. Details of Technical Specifications (Form-006)
- e. Confirming Availability of Stocks (Form-009)

#### 6.4.2. FINANCIAL PROPOSAL - Folder 2 (Envelope 2)

2. Bid Form which include Bid Price in the prescribed bid form (Form-001)

## 7. BID PRICES

- 7.1. The Bidder shall complete the appropriate Price Schedules included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 7.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for.
- 7.3. All duties, taxes, and other levies payable by the Supplier under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.

7.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Electrification Administration (NEA) in accordance with the Civil Code of the Philippines, and upon approval by the HOPE. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, or regulations, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss.

**8. BID VALIDITY**

8.1. Bids shall remain valid for the period specified in the BDS which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

8.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in ITB Clause 9 should also be extended corresponding to, at least, the extension of the bid validity period. A Bidders may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. Bidders granting the request shall not be required or permitted to modify its bid.

**9. BID SECURITY**

9.1. The bid security, issued in favor of Iloilo 1 Electric Cooperative, Inc. (ILECO-1), in the amount equal to the percentage stated herein of the ABC in accordance with the following forms:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.	Two percent (2%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

9.2. The bid security should be valid for the period specified in the Clause 8.1. Any bid not accompanied by an acceptable bid security shall be rejected by the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) as non-responsive.

9.3. No bid securities shall be returned to the Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities

shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 8.

9.4. Upon signing and execution of the contract pursuant to ITB Clause 21, and the posting of the performance security pursuant to ITB Clause 22, the Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in ITB Clause 8.

9.5. The bid security may be forfeited:

(a) if a Bidder:

- (i) has a finding against the veracity of the required documents submitted.
- (ii) submission of eligibility requirements containing false information or falsified documents;
- (iii) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (iv) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (v) withdrawal of a bid, or refusal to accept an award, or enter into contract with Iloilo 1 Electric Cooperative, Inc. (ILECO-1) without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (vi) refusal or failure to post the required performance security within the prescribed time;
- (vii) refusal to clarify or validate in writing its bid during post qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (viii) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (ix) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (x) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidders:

- (i) fails to sign the contract in accordance with ITB Clause 21;

(ii) fails to furnish performance security in accordance with ITB Clause 22;

## 10. FORMAT OF SIGNING BIDS

10.1. Bidders shall submit their bids in one (1) mother envelope that contains two (2) separate envelopes. First envelope (Envelope 1) should contain the following folders **(1 Original and 1 Photocopy)**:

1. Legal Documents
2. Technical Documents
3. Financial Documents
4. Class B Documents.

The second envelope (Envelope 2) should contain the following folders **(1 Original and 1 Photocopy)**:

1. Technical Proposal
2. Financial Proposal

Each document should be placed in a separate folder with **corresponding label**. The Prospective Bidders will be checked as to their eligibility by the completeness of their submitted requirements using the non-discretionary “pass/fail” criteria. The second envelope will not be opened if the requirements for the first envelope (Envelope 1) were not complied.

10.2. Forms as mentioned in ITB Clause 10.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

10.3. The Bidders shall prepare an original of the first and second envelopes as described in ITB Clauses 6. In addition, the Bidders shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

10.4. The bid, except for unamended printed literature, shall be signed; and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidders.

10.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidders.

## 11. SEALING AND MARKINGS OF BIDS

11.1. The Bidders shall enclose their original technical proposal described in ITB Clause 10, in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial proposal in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.

11.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO.1” - TECHNICAL PROPOSAL” and “COPY NO. 1” - FINANCIAL PROPOSAL” and the outer envelope as “COPY NO. 1”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

11.3. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidders in capital letters;
- (c) be addressed to Iloilo 1 Electric Cooperative, Inc. (ILECO-1)’s BAC.
- (d) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.

11.4. If bids are not sealed and marked as required, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) will assume no responsibility for the misplacement or premature opening of the bid.

## **12. DEADLINE FOR SUBMISSION OF BIDS**

### **12.1 Deadline for Submission of Bids**

Bids must be received by Iloilo 1 Electric Cooperative, Inc. (ILECO-1)’s BAC at the address and on the opening of bids schedule stated in Bid Data Sheet (BDS).

## **13. LATE BIDS**

13.1 Any bid submitted after the deadline for submission and receipt of bids prescribed by Iloilo 1 Electric Cooperative, Inc. (ILECO-1), pursuant to ITB Clause 12, shall be declared “Late” and shall not be accepted by Iloilo 1 Electric Cooperative, Inc. (ILECO-1).

## **14. OPENING AND PRELIMINARY EXAMINATION OF BIDS**

14.1. The BAC shall open the Bids in public on the specified scheduled opening of bids and in case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall reschedule the opening of Bids and shall issue a Notice of Postponement to be posted in the website of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) concerned.

14.2. The BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

14.3. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated “passed.” The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BAC shall rate the bid concerned as “failed.” Only

bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation or subject for Post Qualification.

14.4. Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

14.5. The Bidders or their duly authorized representatives were required to attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request.

14.6 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **15. PROCESS TO BE CONFIDENTIAL**

15.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award.

15.2. Any effort by a Bidder to influence Iloilo 1 Electric Cooperative, Inc. (ILECO-1) in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

## **16. CLARIFICATION OF BIDS**

To assist in the evaluation, comparison and post-qualification of the bids, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall not be considered

## **17. DETAILED EVALUATION AND COMPARISON OF BIDS**

17.1. Iloilo 1 Electric Cooperative, Inc. (ILECO-1) will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids in order to determine the Lowest Calculated Bid.

17.2. The Lowest Calculated Bid shall be determined in two steps:

(a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

- (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 17.3. Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the BDS allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to Iloilo 1 Electric Cooperative, Inc. (ILECO-1),
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 17.4. Based on the detailed evaluation of bids, those that comply with the abovementioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 17.5. Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 17.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 17.7. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to Iloilo 1 Electric Cooperative, Inc. (ILECO-1). Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately.

## 18. POST QUALIFICATION

- 18.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified herein.



- 18.2. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security.
- 18.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HOPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 18.5. A negative determination shall result in rejection of the Bidder's bid, in which event Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.

## 19. RESERVATION CLAUSE

- 19.1. Notwithstanding the eligibility or post-qualification of a Bidder, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 19.2. Based on the following grounds, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is prima facie evidence of collusion between appropriate public officers or employees of Iloilo 1 Electric Cooperative, Inc. (ILECO-1), or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s BAC is found to have failed in following the prescribed bidding procedures; or
  - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of ILECO - I as follows:

- (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HOPE;
- (ii) If the project is no longer necessary as determined by the HOPE; and
- (iii) If the source of funds for the project has been withheld or reduced through no fault of Iloilo 1 Electric Cooperative, Inc. (ILECO-1).

19.3. In addition, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements, fail post qualification; or
- (c) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract.

## **20. CONTRACT AWARD**

20.1. Subject to ITB Clause 18, the HOPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

20.2. Prior to the expiration of the period of bid validity, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to Iloilo 1 Electric Cooperative, Inc. (ILECO-1).

20.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

- (a) Posting of the performance security in accordance with ITB Clause 22;
- (b) Signing of the contract as provided in ITB Clause 21; and
- (c) Approval by higher authority or by HOPE.

## **21. SIGNING OF THE CONTRACT**

21.1. At the same time as Iloilo 1 Electric Cooperative, Inc. (ILECO-1) notifies the successful Bidder that its bid has been accepted, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall send the Contract Form to the Bidder, which Contract has

been provided in the Bidding Documents, incorporating therein all agreements between the parties.

21.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to Iloilo 1 Electric Cooperative, Inc. (ILECO-1).

21.3. Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

21.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required.

## 22. PERFORMANCE SECURITY

22.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from Iloilo 1 Electric Cooperative, Inc. (ILECO-1) and in no case later than the signing of the contract.

22.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Contract)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign	

bank.	
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22.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

### **23. NOTICE TO PROCEED**

Within seven (7) calendar days from the date of approval of the Contract by the appropriate authority, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

## D. BID DATA SHEET

1.1	The Procuring Entity is <b>Iloilo 1 Electric Cooperative, Inc. (ILECO-1)</b>
1.3	The name of the Contract is <u>“Supply, Delivery and Installation of Back-up Server”</u>
5.1	Iloilo 1 Electric Cooperative, Inc. (ILECO-1) will hold a Pre-Bid Conference for this project on:  <p style="text-align: center;"><b>December 2, 2021</b> at 10:00 AM via zoom app link will be send to bidders who have paid the bid documents fee the day before the activity</p>
6.	This shall include of the following documents:  Each and every page of the Bid Form shall be signed by duly <b>authorized representative/s of the Bidder.</b>
6.1.2.b	For the procurement of Non-expendable Supplies: The Bidder must have completed, within the period specified in the Invitation to Bid. A single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.  Similar in Nature should be specific with server or any related goods.
7	The ABC is <b>Two Million Five Hundred Thousand Pesos (Php 2,500,000.00)</b> . Any bid with a financial component exceeding this amount shall not be accepted.
7.4	Bid Prices shall be fixed for the term of one (1) year and shall not be adjusted during contract implementation
8.1	Bid offer will be valid for 120 calendar days from the opening of Bids.
9.1	The Bidders shall submit a Bid Security in the amount not less than two percent (2%) of the ABC which is equal to <b>Fifty Thousand Pesos (Php 50,000.00)</b> .  May deposit directly to ILECO-I account, RCBC Savings Account, Jalandoni Branch, Iloilo I Electric Cooperative, Inc., Account # 7590534077, wherein the deposit slip must be emailed through <a href="mailto:bac.ileco1@gmail.com">bac.ileco1@gmail.com</a> before the opening of bids ( <b>December 14, 2021 at 10:00 AM</b> ) and copy attached to Bid Proposal.
9.2	The bid security shall be valid for 120 calendar days from the date of opening of bids.
9.5	The Bid Security shall forfeit for the following cause:  1. Submission of eligibility requirements containing false information or falsified documents.  2. Submission of Bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding

	<ol style="list-style-type: none"> <li>3. Allowing the use of one's name, or using the name of the name of another for purpose of public bidding.</li> <li>4. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Electric Cooperative without justifiable cause, after he had been adjudged as having submitted the Lowest Calculated Responsive Bid or Highest Rated Responsive Bid.</li> <li>5. Refusal or failure to post the required performance security within the prescribed time.</li> <li>6. Refusal to clarify or validate in writing its Bid during post qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>7. Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>8. All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding or submitting late bids or patently insufficient bids, for at least three (3) times within a year.</li> </ol>
14.1	<p>The place and schedule of the opening of Bids is on:</p> <p style="text-align: center;"><b>December 14, 2021 @ 10:00 A.M.</b></p> <p style="text-align: center;">via zoom app</p> <p style="text-align: center;">link will be send to bidders who have paid the bid documents fee the day before the activity</p>
22	<p>The Performance Security is equivalent to 5% of the Contract Price(Bid Price), should be paid/posted within 10 calendar days from the receipt of Notice of Award in the form specified in the Clause 22.2 or may deposit directly to ILECO-I account, RCBC Savings Account, Jalandoni Branch, Iloilo I Electric Cooperative, Inc., Account # 7590534077, wherein the deposit slip must be emailed through <a href="mailto:bac.ileco1@gmail.com">bac.ileco1@gmail.com</a>, upon deposit.</p> <p>Failure of the successful Bidder to comply with the above-mentioned requirement within ten (10) Calendar Days from receipt of NTP shall constitute sufficient ground for the annulment of the award and <b>forfeiture of the bid security.</b></p>

## E. GENERAL CONDITIONS OF CONTRACT

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## 1. Definitions

For purposes of this Clause, boldface type is used to identify defined terms.

- 1.1. **Specifications** means the description of Goods to be delivered or Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.2. **The Completion Date** is the date of completion of the Works as certified by Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s Representative.
- 1.3. The **Contract** is the contract between Iloilo 1 Electric Cooperative, Inc. (ILECO-1) and the Supplier to execute, complete, and maintain the Works.
- 1.4 The **Contract Effectivity Date** is the date of signing of the Contract. However, the Supplier shall commence execution of the Works on the Start Date as defined in GCC Clause 1.21.
- 1.5 The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by Contract
- 1.6 **Contract Time Extension** is the allowable period for the Supplier to complete the Delivery of Goods in addition to the original Completion Date stated in this Contract.
- 1.7 The **Supplier** is the juridical entity whose proposal has been accepted by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) and to whom the Contract to execute the Work was awarded.
- 1.8 The **Supplier's Bid** is the signed offer or proposal submitted by the Supplier to Iloilo 1 Electric Cooperative, Inc. (ILECO-1) in response to the Bidding Documents.
- 1.9 A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.10 The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Supplier.
- 1.11 The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Supplier assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.12 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.13 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Supplier and which shall not form or are not intended to form part of the Permanent Works.
- 1.14 The **Intended Completion Date** refers to the date specified in the SCC when the Supplier is expected to have completed the Works. The Intended Completion Date may be revised only by Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s Representative by issuing an extension of time or an acceleration order.



- 1.15 **Materials** are all supplies, including consumables, used by the Supplier for incorporation in the Works.
- 1.16 The **Notice to Proceed** is a written notice issued by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) or its Representative to the Supplier requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.17 The **Procuring Entity** is the party who employs the Supplier to carry out the Works stated in the SCC.
- 1.18 The **Procuring Entity's Representative** refers to the Head of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering the Contract.
- 1.19 The **Site** is the place provided by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) where the Delivery point shall be executed and any other place or places which may be designated in the SCC, or notified to the Supplier by Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s Representative as forming part of the Site.
- 1.20 Site **Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.21 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Supplier as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.22 The **Start Date**, as specified in the SCC, is the date when the Supplier is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.23 A **Sub Supplier** is any person or organization to whom a part of the Works has been subcontracted by the Supplier, as allowed by Iloilo 1 Electric Cooperative, Inc. (ILECO-1), but not any assignee of such person.

## 2. The Supplier's Obligations

- 2.1. Subject to additional provisions, if any, set forth in the SCC, the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 2.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 3. Performance Security

- 3.1. Within ten (10) calendar days from receipt of the Notice of Award from Iloilo 1 Electric Cooperative, Inc. (ILECO-1) but in no case later than the signing of the

contract by both parties, the Supplier shall furnish the performance security in any of the forms prescribed in ITB Clause 22.2.

- 3.2. The performance security posted in favor of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall be forfeited in the event it is established that the Supplier is in default in any of its obligations under the Contract.
- 3.3. The performance security shall remain valid until issuance by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) of the Certificate of Final Acceptance.
- 3.4. The performance security may be released by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
  - (a) There are no pending claims against the Supplier or the surety company filed by Iloilo 1 Electric Cooperative, Inc. (ILECO-1);
  - (b) The Supplier has no pending claims for labor and materials filed against it; and
  - (c) Other terms specified in the SCC.
- 3.5. The Supplier shall post an additional performance security following the amount and form specified in ITB Clause 22.2 to cover any cumulative increase of more than five percent (5%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Supplier shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 3.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) the use of which, in the judgment of the implementing agency or Iloilo 1 Electric Cooperative, Inc. (ILECO-1), will not affect the structural integrity of the entire project, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 3.7. Unless otherwise indicated in the SCC, the Supplier, by entering into the Contract with Iloilo 1 Electric Cooperative, Inc. (ILECO-1), acknowledges the right of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) to institute action pursuant to Act 3688 against any sub-Supplier be they an individual, firm, partnership, corporation, or association supplying the Supplier with labor, materials and/or equipment for the performance of this Contract.

#### **4. Subcontracting**

- 4.1. Subcontracting of any portion of the Works does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any sub-Supplier, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.

4.2. If subcontracting is allowed. The Supplier may identify its Sub-Supplier during contract implementation stage. Sub-Suppliers disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, sub-Suppliers must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any sub-Supplier is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

## **5. Liquidated Damages**

Subject to GCC Clauses 12, 13 and 14, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall rescind the Contract pursuant to GCC Clause 23, without prejudice to other courses of action and remedies open to it.

## **6. Scope of Contract**

6.1. The GOODS and Related Services to be provided shall be as specified in Section G. Schedule of Requirements.

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the SCC.

## **7. The Procuring Entity's Responsibilities**

7.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

7.2. Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall pay all costs involved in the performance of its responsibilities.

## **8. Warranty Security**

8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship, or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions obtaining in the country of final destination.

- 8.2 This product warranty shall remain valid for **three (3) years** after the Goods or any portion thereof as the case maybe, have been delivered to the final destination indicated in the Contract and accepted by Iloilo I Electric Cooperative, Inc. (ILECO-I) representative.
- 8.3 The Iloilo I Electric Cooperative, Inc. (ILECO-I) shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 8.4 Upon receipt of such notice, the Supplier shall repair or replace within 30 days of such notification the defective Goods or part thereof, without costs to the Iloilo I Electric Cooperative, Inc. (ILECO-I) other than, where applicable, the cost of inland delivery of the repaired or replace Goods or parts from the port of entry to the final destination.
- 8.5 If the Supplier, having been notified, fails to remedy the defect(s) within 30 days of such notification, the Iloilo I Electric Cooperative, Inc. (ILECO-I) may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Iloilo I Electric Cooperative, Inc. (ILECO-I) may have against the Supplier under the Contract.
- 8.6 The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) of every progress payment, or a special bank guarantee equivalent to five percent (5%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period or, in the case of Expendable Supplies, after consumption thereof: Provided, however, That the supplies delivered are free from patent and latent defects and all the conditions imposed under the contract have been fully met.

## **9. Liability of the Supplier**

- 9.1. Subject to additional provisions, if any, set forth in the SCC, the Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.
- 9.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to Iloilo I Electric Cooperative, Inc. (ILECO-1) shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **10. Inspections And Tests**

- 10.1 The Iloilo I Electric Cooperative, Inc. (ILECO-I) or its designated third party inspector shall, at all reasonable times, be allowed free and ready access to the Supplier's premises and those of his sub-contractors for the purpose of inspecting the specified goods and obtaining information as to the progress of the work.
- 10.2 The Iloilo I Electric Cooperative, Inc. (ILECO-I) or its designated third party inspector shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract. The Special Conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the Iloilo I Electric Cooperative, Inc. (ILECO-I) requires and where they are to be conducted. The Iloilo I Electric Cooperative, Inc. (ILECO-I) shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

- 10.3 The inspections and tests may be conducted on the premises of the Supplier or its sub-contractor(s), at point of delivery and/or at the good's final destination. Where conducted on the premises of the Supplier or its sub-contractor(s), all reasonable facilities and assistance - including access, drawings and production data - shall be furnished two(2) weeks before such tests take place to the inspectors at no charge to the Iloilo I Electric Cooperative, Inc. (ILECO-I).
- 10.4 Should any inspected or tested Goods fail to conform to the Specification, the Iloilo I Electric Cooperative, Inc. (ILECO-I) may reject them, and the lot they represent, and the Supplier shall replace the rejected Goods within 30 calendar days from receipt of notice of rejection, whichever comes first, or all alterations necessary to meet specification requirements free of cost to the Iloilo I Electric Cooperative, Inc. (ILECO-I).
- 10.5 The Iloilo I Electric Cooperative, Inc. (ILECO-I) right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Philippines shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Iloilo I Electric Cooperative, Inc. (ILECO-I) or its representative prior to the Goods shipment from the country of origin.
- 10.6 Test Certificates for all Goods shall be prepared by the Supplier, signed by both the Supplier and the Iloilo I Electric Cooperative, Inc. (ILECO-I) or third party inspectors. Also in case of no attendance of the tests by the Iloilo I Electric Cooperative, Inc. (ILECO-I) or third party inspector, test certificates signed by the Supplier are to be submitted to the Iloilo I Electric Cooperative, Inc. (ILECO-I).
- 10.7 Nothing in Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

## **11. Insurance**

The insurance shall be paid by the Supplier. It shall be the responsibility of the Supplier that the insurance coverage provided include the cost of conducting all necessary investigation of report of damage, loss or pilferage. Such investigation and preparation of report shall be done by the Supplier at no cost to the Iloilo I Electric Cooperative, Inc. (ILECO-I).

## **12. Termination for Insolvency**

12.1. The Iloilo I Electric Cooperative, Inc. (ILECO-I) may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. Notwithstanding the above, such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Iloilo I Electric Cooperative, Inc. (ILECO-I).

## **13. Termination For Default**

13.1 The Iloilo I Electric Cooperative, Inc. (ILECO-I) may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part:

- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the Iloilo I Electric Cooperative, Inc. (ILECO-I) pursuant to Clause 22; or
- (b) If the Supplier fails to perform any other obligation(s) under the Contract.

13.2 In the event the Iloilo I Electric Cooperative, Inc. (ILECO-I) terminate the Contract in whole or in part, pursuant to para. 24.1, the Iloilo I Electric Cooperative, Inc. (ILECO-I) may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Supplier shall be liable to the Iloilo I Electric Cooperative, Inc. (ILECO-I) for any additional cost of Goods for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### **14. Termination For Convenience**

14.1 The Iloilo I Electric Cooperative, Inc. (ILECO-I) may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Iloilo I Electric Cooperative, Inc. (ILECO-I) convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

14.2 The Goods that is complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be purchased by the Iloilo I Electric Cooperative, Inc. (ILECO-I) at the Contract terms and prices. For the remaining Goods, the Iloilo I Electric Cooperative, Inc. (ILECO-I) may elect:

- (a) to have any portion completed and delivered at the Contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier for the use in this contract.

#### **15. Procedures for Termination of Contracts**

15.1. The following provisions shall govern the procedures for the termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, Iloilo I Electric Cooperative, Inc. (ILECO-1) shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by Iloilo I Electric Cooperative, Inc. (ILECO-1), the HOPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;

- (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
- (iv) special instructions of Iloilo 1 Electric Cooperative, Inc. (ILECO-1), if any. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HOPE a verified position paper stating why the contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HOPE shall issue an order terminating the contract;
- (d) Iloilo 1 Electric Cooperative, Inc. (ILECO-1) may, at any time before receipt of the Supplier's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HOPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HOPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HOPE.

15.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall impose on Suppliers after the termination of the contract the penalty in accordance with the policy on sanction of the Suppliers who have violated the following:

- (a) Failure of the Supplier, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Special Condition of Contract (SCC);
- (b) Failure by the Supplier to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Supplier to comply with any written lawful instruction of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
  - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
  - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated

- debris in accordance with approved plans and specifications and contract provisions;
- (iv) Deployment of committed equipment, facilities, support staff and manpower; and
  - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by Iloilo 1 Electric Cooperative, Inc. (ILECO-1).
- (d) Poor performance by the Supplier or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall be applied. Any of the following acts by the Supplier shall be construed as poor performance:
- (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the Supplier; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the Supplier's fault or negligence.
- (d) Willful or deliberate abandonment or non-performance of the project or contract by the Supplier resulting to substantial breach thereof without lawful and/or just cause. In addition to the penalty of suspension, the performance security posted by the Supplier shall also be forfeited.

## **16. Force Majeure, Release from Performance**

- 16.1. For purposes of this Contract the terms "*force majeure*" and "*fortuitous event*" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier.
- 16.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either Iloilo 1 Electric Cooperative, Inc. (ILECO-1) or the Supplier, Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s Representative shall certify that this Contract has been discontinued. The Supplier shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 16.3. If the event continues for a period of eighty-four (84) days, either party may then give notice of termination, which shall take effect twenty-eight (28) days after the giving of the notice.



16.4. After termination, the Supplier shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:

- (a) any sum to which the Supplier is entitled to claimed.
- (b) the cost of his suspension and demobilization;
- (c) any sum to which Iloilo 1 Electric Cooperative, Inc. (ILECO-1) is entitled.

16.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## 17. Supplier's Right to Claim

If the Supplier incurs cost as a result of any of the events under GCC Clause 9, the Supplier shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

## 18. Management Conferences

18.1. Either Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s Representative or the Supplier may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

18.2. Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to Iloilo 1 Electric Cooperative, Inc. (ILECO-1). The responsibility of the parties for actions to be taken shall be decided by Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

## 19. Delays In The Supplier's Performance

19.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Iloilo I Electric Cooperative, Inc. (ILECO-I) in its Schedule of Requirements.

19.2 A delay by the Supplier in the performance of its delivery obligations, for which either no amendment to the contract or no extension of the performance security was made, shall render the Supplier liable to any or all of the following sanctions:

- 19.2.1 **forfeiture of its performance security,**
- 19.2.2 **imposition of liquidated damages,**
- 19.2.3 **and/or termination of the Contract for default.**

19.3 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Iloilo I Electric Cooperative, Inc. (ILECO-I) in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after the receipt of the Supplier's notice, the Iloilo I Electric Cooperative, Inc. (ILECO-I) shall evaluate the situation

and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

## **20. Retention**

- 20.2. Progress payments are subject to retention of ten percent (10%), referred to as the “retention money.” Such retention shall be based on the total amount due to the Supplier prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of good delivered, as determined by Iloilo 1 Electric Cooperative, Inc. (ILECO-1), are completed. If, after fifty percent (50%) completion, the delivery is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified thereof
- 20.3. The total “retention money” shall be due for release upon final acceptance of the delivery. The Supplier may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Iloilo 1 Electric Cooperative, Inc. (ILECO-1), provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted and shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

## **21. Delivery of Goods**

- 21.1 All documents pertaining to the delivery of Goods from outside the country shall be accommodated and be provided by the supplier to avoid conflicts and problem to the government shipment procedures. Supplier shall provide five (5) copies of each document to the Iloilo I Electric Cooperative, Inc. (ILECO-I).
- 21.2 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in SCC. The details of shipping and/or other documents to be furnished by the Supplier.
- 21.3 Upon delivery of the Goods to the main office, the Supplier shall notify Iloilo 1 Electric Cooperative, Inc. (ILECO-1) and present the necessary documents required:
- 21.4 Iloilo 1 Electric Cooperative, Inc. (ILECO-1) accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to Iloilo 1 Electric Cooperative, Inc. (ILECO-1) until their receipt and final acceptance at the final destination.

## **22. Notices**

- 22.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party,

either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

22.2. A Party may change its address for notice hereunder by giving the other Party notice of such change.

### **23. Payment**

- 23.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 23.2 The currency in which payment is made to the Supplier under this Contract shall be specified in the Special Conditions of Contract.
- 23.3 No payment shall be due while the Supplier is in default in respect to any of the provisions of the contract. On the event that the Supplier is in default, the Iloilo I Electric Cooperative, Inc. (ILECO-I) reserve the right to instruct Iloilo I Electric Cooperative, Inc. (ILECO-I) designated bank to withhold any or all payments.

### **24. Price Adjustment**

Except for extraordinary circumstances as determined by Procuring Entity dully approved by the HOPE, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the National Electrification Administration (NEA), promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## F. SPECIAL CONDITIONS OF CONTRACT

<u>GCC Clause</u>	
1.2	The Completion Date/Delivery Schedule is as follows:  <i>Full delivery and installation within Sixty (60) Calendar Days from receipt of Notice to Proceed (NTP).</i>
1.3	The Contract Name is " <u>Supply, Delivery and Installation of Back-up Server</u> "
1.5	The Contract Price is  _____
1.17	The Procuring Entity is <b>Iloilo 1 Electric Cooperative, Inc. (ILECO-1)</b>
1.18	The Procuring Entity's Representative is the Project Monitoring Officer/End-user.  Authorized representative:  <b>Mr. Larry P. Nacionales</b> President  <b>Engr. Miguel A. Paguntalan Jr.</b> General Manager  Project End-user:  <b>Mr. Gernie M. Frialda</b> Area Technical Engineer
1.19	The Site of delivery is at:  <p style="text-align: center;">Iloilo 1 Electric Cooperative, Inc. ILECO-I main office Brgy. Namocon, Tigbauan</p>
1.21	Specification is specified in details in <b>Section G</b>
1.23	The start date will commence from the date the supplier received the Notice to Proceed (NTP)
5	<b><u>Liquidated Damages:</u></b>  The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.  The maximum deduction shall be ten percent (10%) of the amount of contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the procuring entity

	shall rescind the contract, without prejudice to other courses of action and remedies open to it.
8.2	Product warranty shall remain valid for <b>three (3) years</b> from the time the materials have been delivered to the final destination indicated in the Contract and accepted by Iloilo I Electric Cooperative, Inc. (ILECO-I) representative.
21.1	<p>The following documents shall be attached upon delivery.</p> <ol style="list-style-type: none"> <li>1. Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>2. Original and four copies delivery receipt/note, railway receipt, or truck receipt;</li> <li>3. Original Supplier's factory inspection report;</li> <li>4. Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;</li> <li>5. Original and four copies of the certificate of origin (for imported Goods);</li> <li>6. Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;</li> <li>7. Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.</li> </ol>
21.2	<p>The Delivery Schedule is as follows:</p> <p>complete the supply, delivery, installation and configuration of the server within <b>Sixty Days (60) calendar days</b> from receipt of Notice to Proceed.</p>
23	<p>The Payment Terms</p> <p>The following are the proposed payment terms:</p> <ul style="list-style-type: none"> <li>• Fifty Percent (50%) payment upon full delivery and installation of the back-up server.</li> <li>• Forty Percent (40%) payment upon completion of system integration to current system.</li> <li>• Ten Percent (10%) retention upon issuance of Certificate of Final Inspection and Acceptance (CFIA).</li> </ul> <p>1. Payment will be processed upon submission of required documents (e.g., billing statement, and all others documents related to this contract:</p> <p style="padding-left: 40px;">a. Request for Payment/ Billing Statement/Statement of Account from the Supplier that addressed to ILECO I</p>

	<p>General Manager, Engr. Miguel A. Paguntalan Jr. and duly supported with the required documents;</p> <p>b. The request must be fully supported with Certification from end-user to the effect that it has been delivered in accordance with the terms of this contract and have been duly inspected and accepted with complete submission of required documents for payment processing (e.g. delivery receipt).</p> <p>2. Payment is inclusive of VAT and all other taxes subject to corresponding withholding tax, auditing and accounting rules and regulations of the Cooperative relative to release of payment.</p> <p>3. A retention fee of ten percent (10%) of the amount of each payment shall be retained to cover the Supplier's warranty obligations under this contract. The supplier has option to post a Bank Guarantee of equivalent to ten percent (10%) of the Contract Price to cover the warranty period. The retention shall be released only upon the issuance of the Certificate of Final Inspection and Acceptance (CFIA) by the end-user.</p>
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## G. TECHNICAL SPECIFICATIONS AND SCOPE OF WORKS

### Scope of Works

1. Submit manufacturer's catalog and product data;
2. Install and configure data storage;
3. Service Level Agreement or after-sales support:
  - a. Provide a single point of contact for technical and customer support, either phone or electronic mail;
  - b. Provide 24X7 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

### Qualifications Of The Supplier:

The Service Contractor should have the following minimum qualifications:

- c. Should be an established IT company with experience in deployment of Server Solution with at least three (3) years of experience in relevant field; and must submit certification of authorized distributorship / Dealership / Resellership from the distributor / manufacturer of the product/s offered.
- d. Must have the capacity and ability to install, configure and integrate a back-up software / solution and submit the list of identified engineer/s and/or technician/s with at least three (3) years of experience working in similar field of engagement that will be involved in the implementation of the project.
- e. Microsoft Gold Certified Partner with competencies on Advanced Infrastructure, Portals & Collaboration and Volume Licensing.

### Technical Specifications

Minimum and/or equivalent functional requirements, technical specifications, features, characteristics and numbers for:

<b>Minimum Server Technical Specs</b>	
<b>Barebone</b>	
Memory Technology	DDR4 ECC Reg
Chipset	Intel C622
Form Factor	2U
Color	Black
Memory Slots	16x 288-pin DIMM Sockets
Ethernet	Intel X722 10GBase-T Ethernet Controller
Power	1200W Redundant Power Supplies with PMBus

External Bays	8x 2.5" SAS3 and 8x 2.5" SATA3 Hot-swap drive bays
Internal Bays	Optional 2 NVMe/SSD/HDD 2.5" fixed drives
M.2	1x M.2 NGFF connectors
	Interface: PCIe 3.0 x4
	Form Factor: M-Key 2260, 2280, 22110
Expansion Slots	4 PCI-E 3.0 x16 slots
	1 PCI-E 3.0 x8 slot
	Support total of 5 Low-profile AOC
Front Panel	Power On/Off button
	System Reset button
	Power LED
	Hard drive activity LED
	Network activity LEDs
	System Overheat LED / Fan fail LED / UID LED
<b>Processor</b>	
Product Line	Xeon Scalable 2nd Gen
Socket	LGA3647
Clock Speed	2.30 GHz
Cores/Threads	16C / 32T
Intel Virtualization Technology	Yes
Intel Hyper-Threading	Yes
Wattage	125W
<b>Memory</b>	
Technology	DDR4
Type	288-pin DIMM
Capacity	12 x 128 GB
Speed	2933 MHz



Error Checking	ECC
Signal Processing	Registered
<b>M.2 Drive</b>	
Storage Capacity	3.84TB
Interface	PCIe 3.0 x4 NVMe
Endurance	1.3x DWPD
Read IOPS	480,000 IOPS
Write IOPS	42,000 IOPS
Read Speed	3,000 MB/s
Write Speed	1,400 MB/s
NAND	Samsung V-NAND TLC
<b>Hard Drive</b>	
Storage Capacity	5 x 1.92TB
Interface	6.0Gb/s Serial ATA
Read IOPS	97,000 IOPS
Write IOPS	35,500 IOPS
Read Speed	560 MB/s
Write Speed	510 MB/s
NAND	3D2 NAND TLC
<b>Optical Drive</b>	
Product Type	DVDRW
Read Speed	8X maximum DVD-ROM CAV
	24X maximum CD-ROM CAV
Write Speed	8X maximum DVD+R PCAV
	8X maximum DVD-R PCAV
	6X maximum DVD+R9 PCAV
	6X maximum DVD-R9 PCAV
	24X maximum CD-R PCAV

Rewrite Speed	8X maximum DVD+RW ZCLV
	6X maximum DVD-RW ZCLV
	24X maximum CD-RW ZCLV
<b>Controller Card</b>	
Product Type	SAS RAID Controller
Data Transfer Rate	12Gb/s SAS
Internal Ports	8 Ports
External Ports	0 Ports
I/O Processor	LSI SAS3108 (ROC)
Cache Memory	2GB DDR3
RAID Levels	0, 1, 5, 6, 10, 50
Max Devices	16
<b>Network Card</b>	
Speed	1Gb Ethernet, 10Gb Ethernet
Connector	RJ45, RJ45
Interface	PCI Express 2.1 x4, PCI Express 3.0 x4
Cable Medium	Copper
<b>Software</b>	
Operating System	Microsoft Windows Server 2019 Standard (24-core)
Software	Additional 16-core License for Microsoft Windows Server 2019 Standard

**H. BIDDING FORMS**

Form-001

**Bid Form**

Date: \_\_\_\_\_

To: \_\_\_\_\_  
\_\_\_\_\_

Gentlemen and/or Ladies:

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned offer for **“Supply, Delivery and Installation of Back-up Server”** in conformity with the said Bidding Documents for the sum of \_\_\_\_\_ Php \_\_\_\_\_) or such others sums may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to perform/conduct the delivery of goods in accordance with the schedule specified in the Delivery Schedule.

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

We agree to abide by this Bid for the Bid Validity Period specified in the Instruction to Bidders (ITB) and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
(if none, state “None”)	_____	_____

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per Instruction to Bidders (ITB) Clause No. 4 of the Bidding Documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
2021.

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(in the capacity of)*

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

**BILL OF QUANTITIES**

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<b>Count</b>	<b>Item Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
1	Back-up Server	unit	1		
<b>TOTAL</b>					

Omnibus Sworn Statement

REPUBLIC OF THE PHILIPPINES )
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

AFFIDAVIT

I, \_\_\_\_\_, of legal age, \_\_\_\_\_,
(Name of Affiant) (Civil Status)
\_\_\_\_\_ and residing at \_\_\_\_\_
(Nationality) (Address of Affiant)

with law, do hereby depose and state that:

1. Select one, delete the other:

a. If sole proprietorship:

I am the sole proprietor of \_\_\_\_\_ with office
(Name of Bidder)
address at \_\_\_\_\_;
(Address of Bidder)

b. If a partnership, corporation, cooperative, or joint venture:

I am the duly authorized and designated representative of
\_\_\_\_\_ with office address at
(Name of Bidder)
\_\_\_\_\_;
(Address of Bidder)

2. Select one, delete the other:

a. If sole proprietorship:

As the owner and sole proprietor \_\_\_\_\_,
(Name of Bidder)
I have full power and authority to do, execute and perform any and all
acts necessary to represent it in the bidding
for \_\_\_\_\_
(Name of Project)

of the Iloilo I Electric Cooperative, Inc.;

- b. If a partnership, corporation, cooperative, or joint venture :

I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the \_\_\_\_\_

(Name of Bidder)

in the bidding as shown in the attached \_\_\_\_\_

(State title of attached document showing proof of authorization e.g. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture);

3. \_\_\_\_\_ is not "blacklisted" or barred from

(Name of Bidder)

bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, or Electric Cooperatives, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, or Electric Cooperatives.

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information's provided therein are true and correct;

5. \_\_\_\_\_ is authorizing the Head of

(Name of Bidder)

The Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

- a. If sole proprietorship:

I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

- b. If a partnership or cooperative:

None of officers and members of \_\_\_\_\_

(Name of Bidder)

Is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

c. If a corporation or joint venture:

None of the officers, directors, and controlling stockholders of \_\_\_\_\_ is related to the Head of the  
(Name of Bidder)

Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, or the end-user unit, and the project Bidders by consanguinity or affinity up to the third civil degree;

7. \_\_\_\_\_ complies with existing labor laws and standards;  
(Name of Bidder)

8. \_\_\_\_\_ is aware of and has undertaken the following  
(Name of Bidder)  
responsibilities as a Bidder:

- a. Carefully examine all of the Bidding Documents;
- b. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract
- c. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquire or secure Supplemental/Bid Bulletin (s) issued for the

\_\_\_\_\_  
(Name of Project)

9. \_\_\_\_\_ did not give or pay directly or  
(Name of Bidder)  
Indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the Electric Cooperative in relation to any procurement project or activity.



## CONTRACT

### KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered at Tigbauan, Iloilo, Philippines on the date indicated below, by and between:

**ILOILO 1 ELECTRIC COOPERATIVE INC.**, an electric cooperative duly organized and existing under the laws of the Republic of the Philippines with office address at Namocon, Tigbauan, Iloilo, herein represented by its President **LARRY P. NACIONALES**, and hereinafter referred to as **THE ENTITY**;

- and -

the \_\_\_\_\_, a corporation duly organized and existing under the laws of the Republic of the Philippines with \_\_\_\_\_ herein represented by its \_\_\_\_\_ and hereinafter referred to as **THE SUPPLIER**;

### WITNESSETH

WHEREAS, **THE ENTITY** invited Bids for the “Supply, Delivery and Installation of Back-up Server” and has accepted the Bid by **THE SUPPLIER** for the supply and delivery of this project in the sum of \_\_\_\_\_, hereinafter referred to as “**the Contract Price**”.

WHEREAS, the words and expressions in this Agreement shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to;

WHEREAS, the following documents shall be deemed to form and be read and construed as part of this Agreement, viz.;

- a) the Performance Bond;
- b) the Entity’s Notification of Award;
- c) the Bid Form and the Price Form submitted by the Bidder;
- d) the Statement of Delivery Schedule submitted by Bidder;
- e) the After-Sales-Service Warranty submitted by Bidder;
- f) the Technical Specifications;
- g) the Instructions to Bidders;
- h) the Bid Bulletin No. 2021-\_\_\_\_\_;
- i) the General Conditions of Contract; and
- j) the Special Conditions of Contract;

WHEREAS, in consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

WHEREAS, The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the dates below written.

**ILOILO 1 ELECTRIC COOP. INC** \_\_\_\_\_

**DIR. LARRY P. NACIONALES** \_\_\_\_\_  
President \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

Signed in the presence of:

**ENGR. MIGUEL A. PAGUNTALAN JR.**  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City/Province of \_\_\_\_\_) S.S.  
X-----X

**BEFORE ME**, a Notary Public and on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared **LARRY P. NACIONALES** who presented his \_\_\_\_\_ and \_\_\_\_\_, who presented his \_\_\_\_\_ which is valid until \_\_\_\_\_ and represented to the undersigned Notary Public that the signatures on the Contract were voluntarily affixed by them for the purposes stated in the instrument or document and declared that they have executed the instrument consisting of \_\_\_\_\_pages including this page and its annexes as their free and voluntary act and deed.

**WITNESS MY HAND AND SEAL.**

Doc. No.\_\_\_\_\_  
Page No.\_\_\_\_\_  
Book No.\_\_\_\_\_

**CONFORMING DELIVERY SCHEDULE**

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Project Name: “Supply, Delivery and Installation of Back-up Server”

Invitation to Bid No. 2021-013

I/We, the undersigned do hereby certify that we conformed on the delivery for the project “Supply, Delivery and Installaton of Back-up Server” within \_\_\_\_\_Calendar Days in accordance with the Special Condition of Contract

Submitted by \_\_\_\_\_[Printed name and Signature]\_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

**CONFORMING AFTERSALES WARRANTY**

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Project Name: “Supply, Delivery and Installation of Back-up Server”

Invitation to Bid No. 2021-013

I/We, the undersigned do hereby certify that we conformed the \_\_\_\_\_ supplied goods are guaranteed to be in good conditions. Further warrants that the goods supplied are free from all defects arising from design, materials or workmanship or from any act of omission of the Supplier that may develop under normal use of the supplied goods and the warranty shall remain valid for \_\_\_\_\_ months from the time the materials have been delivered to the final destination indicated in the Contract and accepted by Iloilo I Electric Cooperative, Inc. (ILECO-I) representative.

Submitted by \_\_\_\_\_ *[Printed name and Signature]* \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

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**CONFORMING COMPLIANT FOR TECHNICAL SPECIFICATION**


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Item	Technical Specifications	Statement of Compliance
<b>Barebone</b>		
Memory Technology	DDR4 ECC Reg	
Chipset	Intel C622	
Form Factor	2U	
Color	Black	
Memory Slots	16x 288-pin DIMM Sockets	
Ethernet	Intel X722 10GBase-T Ethernet Controller	
Power	1200W Redundant Power Supplies with PMBus	
External Bays	8x 2.5" SAS3 and 8x 2.5" SATA3 Hot-swap drive bays	
Internal Bays	Optional 2 NVMe/SSD/HDD 2.5" fixed drives	
M.2	1x M.2 NGFF connectors	
	Interface: PCIe 3.0 x4	
	Form Factor: M-Key 2260, 2280, 22110	
Expansion Slots	4 PCI-E 3.0 x16 slots	
	1 PCI-E 3.0 x8 slot	
	Support total of 5 Low-profile AOC	
Front Panel	Power On/Off button	
	System Reset button	
	Power LED	
	Hard drive activity LED	
	Network activity LEDs	
	System Overheat LED / Fan fail LED / UID LED	

<b>Processor</b>		
Product Line	Xeon Scalable 2nd Gen	
Socket	LGA3647	
Clock Speed	2.30 GHz	
Cores/Threads	16C / 32T	
Intel Virtualization Technology	Yes	
Intel Hyper-Threading	Yes	
Wattage	125W	
<b>Memory</b>		
Technology	DDR4	
Type	288-pin DIMM	
Capacity	12 x 128 GB	
Speed	2933 MHz	
Error Checking	ECC	
Signal Processing	Registered	
<b>M.2 Drive</b>		
Storage Capacity	3.84TB	
Interface	PCIe 3.0 x4 NVMe	
Endurance	1.3x DWPD	
Read IOPS	480,000 IOPS	
Write IOPS	42,000 IOPS	
Read Speed	3,000 MB/s	
Write Speed	1,400 MB/s	
NAND	Samsung V-NAND TLC	
<b>Hard Drive</b>		
Storage Capacity	5 x 1.92TB	
Interface	6.0Gb/s Serial ATA	

Read IOPS	97,000 IOPS	
Write IOPS	35,500 IOPS	
Read Speed	560 MB/s	
Write Speed	510 MB/s	
NAND	3D2 NAND TLC	
<b>Optical Drive</b>		
Product Type	DVDRW	
Read Speed	8X maximum DVD-ROM CAV	
	24X maximum CD-ROM CAV	
Write Speed	8X maximum DVD+R PCAV	
	8X maximum DVD-R PCAV	
	6X maximum DVD+R9 PCAV	
	6X maximum DVD-R9 PCAV	
	24X maximum CD-R PCAV	
Rewrite Speed	8X maximum DVD+RW ZCLV	
	6X maximum DVD-RW ZCLV	
	24X maximum CD-RW ZCLV	
<b>Controller Card</b>		
Product Type	SAS RAID Controller	
Data Transfer Rate	12Gb/s SAS	
Internal Ports	8 Ports	
External Ports	0 Ports	
I/O Processor	LSI SAS3108 (ROC)	
Cache Memory	2GB DDR3	
RAID Levels	0, 1, 5, 6, 10, 50	
Max Devices	16	
<b>Network Card</b>		
Speed	1Gb Ethernet, 10Gb Ethernet	



Connector	RJ45, RJ45	
Interface	PCI Express 2.1 x4, PCI Express 3.0 x4	
Cable Medium	Copper	
<b>Software</b>		
Operating System	Microsoft Windows Server 2019 Standard (24-core)	
Software	Additional 16-core License for Microsoft Windows Server 2019 Standard	

Submitted by ----- *[Printed name and Signature]* -----

Designation -----

Date -----





## CONFORMING AVAILABILITY OF STOCKS

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Project Name: “Supply, Delivery and Installation of Back-up”

Invitation to Bid No. 2021-013

I/We, the undersigned do hereby certify that the following materials is available in our Warehouse:

Item No.	Description	Quantity

This further certify that we can supply all the materials listed above within a specified period stated in the contract.

Submitted by \_\_\_\_\_ *[Printed name and Signature]* \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_



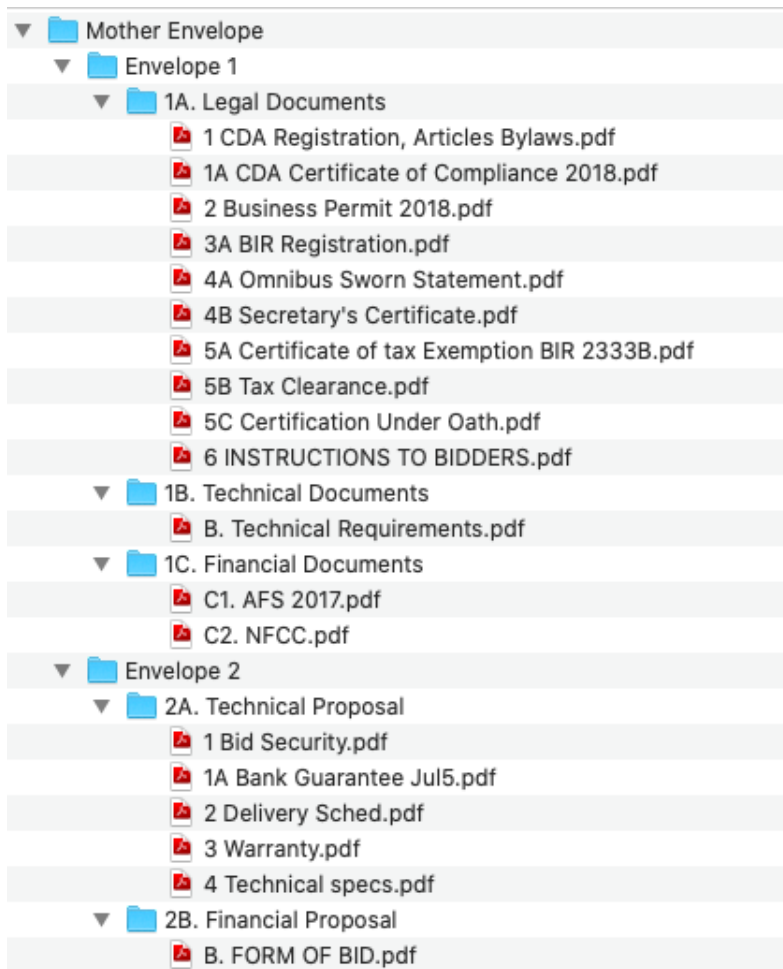
## ONLINE BIDDING SUBMISSION AND RECEIPT OF BIDS INSTRUCTION MANUAL

### A. BID FORMAT PREPARATION (For Bidders)

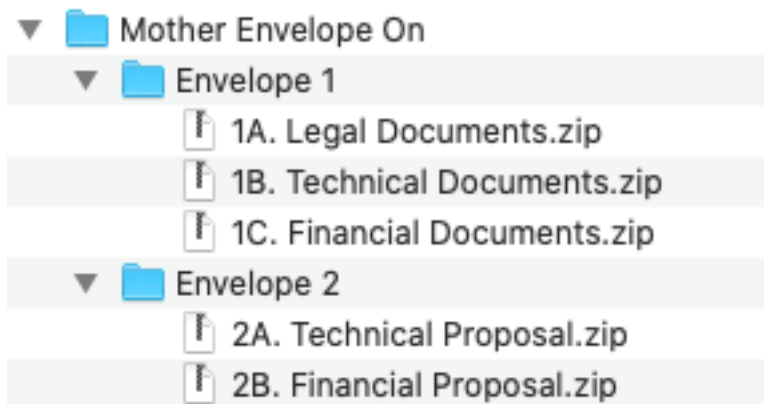
1. Prepare the following prescribed folder arrangement: One (1) Mother Envelope that contains two (2) separate Envelopes. Each Envelope must contain the prescribed Folders.



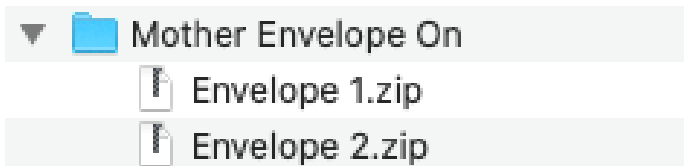
The content of each Folder should be saved as a PDF file with numerical prefix in each file name according to the checklist of eligibility requirements.



2. Compress each Folder. Each Folder must be password protected.



3. Compress each Envelope. Each Envelope must be password protected.



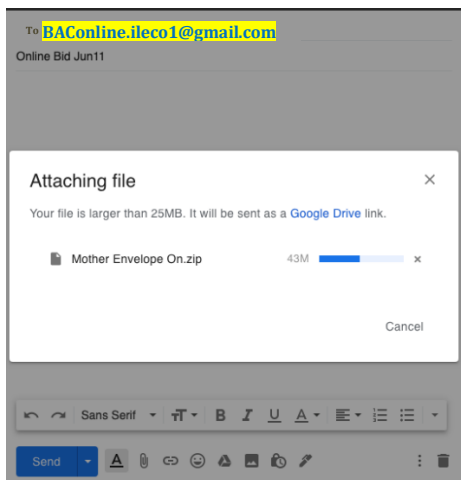
4. Compress Mother Envelope. The Mother Envelope must be password protected.



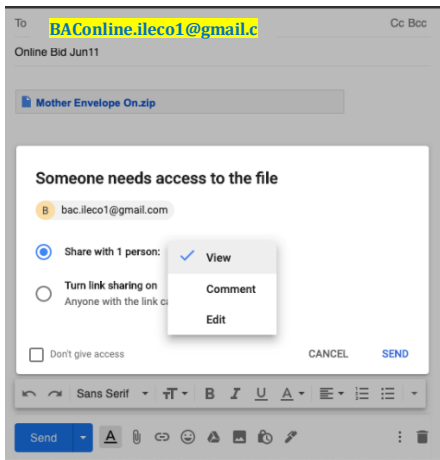
## B. SUBMISSION OF BID (For Bidders)

1. Compose email and send to [BAOnline.ileco1@gmail.com](mailto:BAOnline.ileco1@gmail.com).

Files over 25MB will be sent as a Google Drive link.

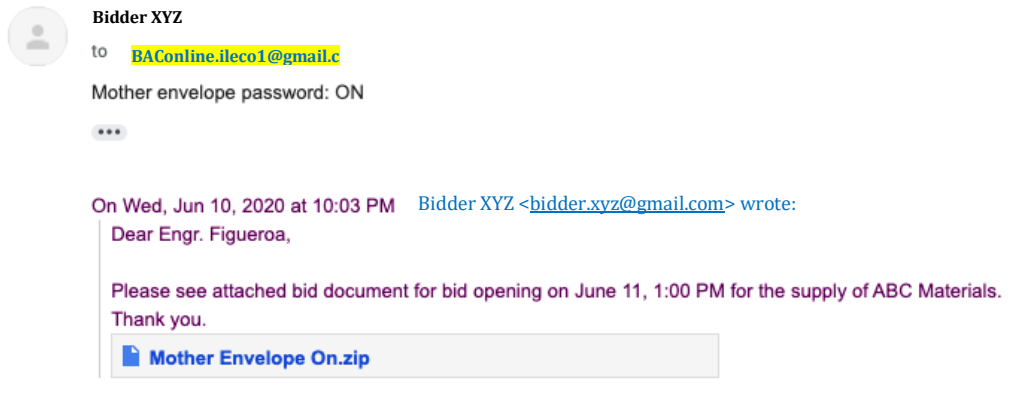


2. Click Send and allow BAC Viewing access to the file.



3. Wait for the instruction from the BAC Chairman to provide password to open the Folders during the online bid opening procedures via Zoom.

The Password for each Folder should be sent via Zoom Chat Room. Passwords should only be sent every after the BAC Chairman instructs the bidder to do so during the Zoom meeting. Sending of Passwords in advance is highly discouraged. Further, the Password must be sent within ten (10) minutes from the instruction from the BAC Chairman. Failure to do so may mean the bidder's disqualification.

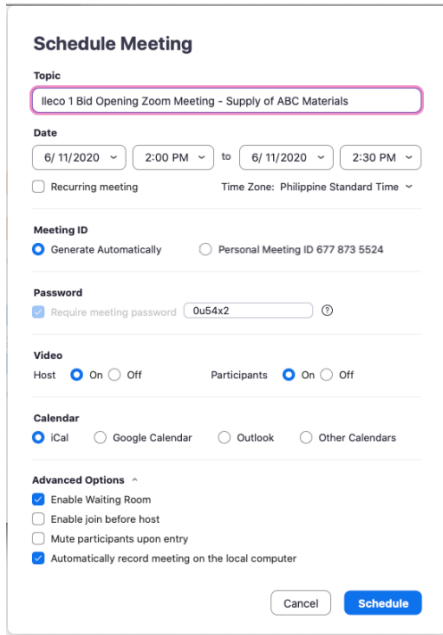




## C. OPENING OF BIDS (For BAC)

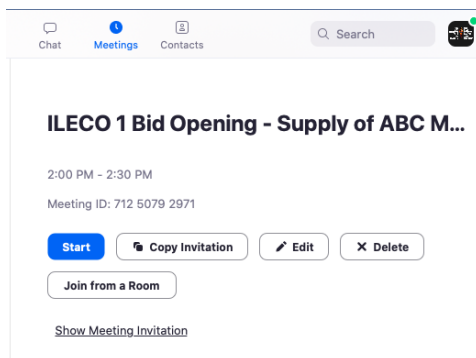
### Before Bid Opening

1. After the Pre-bid conference, schedule a Zoom meeting on the Bid Opening.



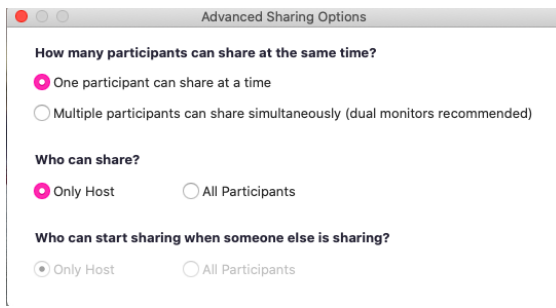
The screenshot shows the 'Schedule Meeting' interface in Zoom. The 'Topic' field is filled with 'Ileco 1 Bid Opening Zoom Meeting - Supply of ABC Materials'. The 'Date' is set for 6/11/2020 from 2:00 PM to 2:30 PM. The 'Meeting ID' is set to 'Generate Automatically'. The 'Password' field is checked and contains 'Ou54x2'. The 'Video' settings are set to 'On' for both Host and Participants. The 'Calendar' is set to 'iCal'. Under 'Advanced Options', 'Enable Waiting Room' and 'Automatically record meeting on the local computer' are checked. The 'Schedule' button is highlighted in blue.

2. Email the Zoom Meeting invitation to Bidders with verified payment for bid documents at least one (1) day before bid opening.

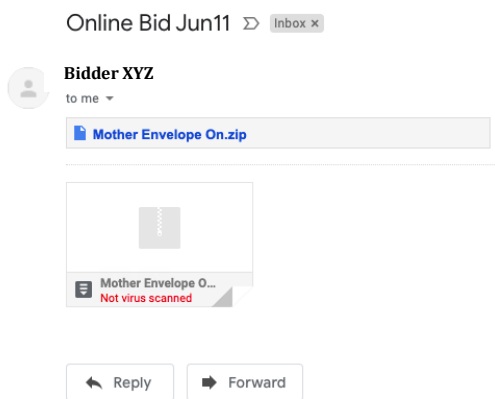


The screenshot shows a Zoom meeting invitation card. The title is 'ILECO 1 Bid Opening - Supply of ABC M...'. The time is '2:00 PM - 2:30 PM' and the Meeting ID is '712 5079 2971'. There are buttons for 'Start', 'Copy Invitation', 'Edit', and 'Delete'. A 'Join from a Room' button is also present. A link for 'Show Meeting Invitation' is at the bottom.

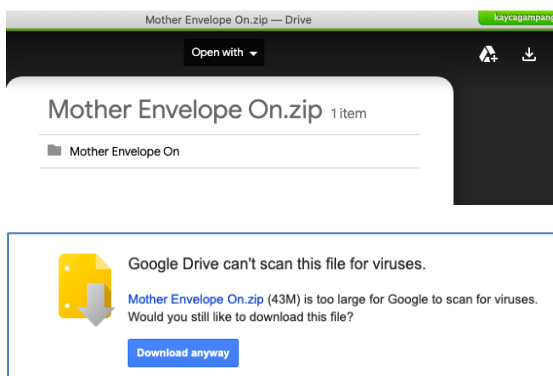
3. Set-up Zoom meeting Screen Sharing settings: Only the Host (BAC) can screen share during the bid opening.



4. Open the email from the Bidder containing their bid documents, then click the zip file link.  
The email from the Bidder should be received at least a one (1) hour before bid opening.



5. Download the zip file one (1) hour before bid opening to be ready for screen sharing.



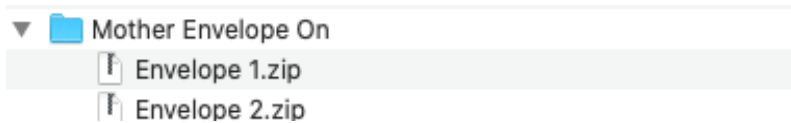
### During Bid Opening

1. Click the zoom meeting Record button.
2. Share Screen the bidding requirement checklist for all participants to view.

3. Request the Password of the Mother Folder from the Bidder to be sent via Zoom Chat Room. Double click the Mother Envelope file. Enter the Password to open the file.



4. Proceed in the opening of the Envelopes and its Folder contents according the regular bidding procedure of one (1) folder at a time as long as the Bidder Pass the required criteria.



5. Present the Abstract of the bid opening via Share Screen. Save the Chat Room logs.