

**ILOILO 1 ELECTRIC COOPERATIVE, INC.
(I L E C O - 1)**



Procurement of Goods
Public Bidding Procurement

**“SUPPLY AND DELIVERY OF
ONE (1) UNIT MANLIFT
MOUNTED ON 4X2 SINGLE
CAB PICK-UP”**

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Section I. Invitation to Bid



Iloilo I Electric Cooperative, Inc.

(ILECO I)

5021 Tigbauan, Iloilo, Philippines

Tel. Nov 511-7822 to 25 Telefax 511-8852 E-mail: ilecoemain@gmail.com

Coverage Area: Almodan Otoc Cabatuan Parola Guimbal San Joaquin Igbasa San Miguel Leganes Sta. Barbara Leon Tigbauan Masin Tubungan Miagao

INVITATION TO BID NO. 2022-008

The Iloilo I Electric Cooperative, Inc. (ILECO-I) through its Bids and Awards Committee (BAC) now invites bids from interested bidders for the ~~Public~~ ~~Second~~ Rebidding 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
2	1	Supply And Delivery of One (1) Unit Manlift Mounted On 4x2 Single Cab Pick-Up	PHP 2,980,000.00	Php 5,000.00	Within ninety (90) Calendar days from receipt of Notice to Proceed	RFQCE

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 September 15, 2022 until October 4, 2022, Monday to Friday from 9:00 AM to 12:00 NN and 1:00 PM to 5:00 PM, and October 5, 2022 9:00 AM until 12:00 NN only.	September 23, 2022 at 3:30 PM (Via zoom link which will be sent to qualified bidders a day before the activity)	October 5, 2022 at 3:30 PM (Via zoom link which will be sent to qualified bidders a day before the activity)

Bidding documents are downloadable and free of charge at ILECO I website: www.ileco1.com. However, only those who have purchased the Non-Refundable Bid Documents are allowed to attend the Pre-bid Conference and/or 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, Lyka Rev C. Ellorquez through their Mobile No.: 0909-131-2823 or you may email us at bac.ileco1@gmail.com



KAY C. FRIALDA

BAC Vice Chairperson

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

Namocon, Tigbauan, Iloilo

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



• Otoc Area Office: 337-0077
 • Guimbal Service Center: 315-8512
 • San Miguel Serv. Center: 331-0480
 • 24-Hour Hotline: (033) 511-8138/0917 3144410
 • Miagao Area Office: 513 7080
 • Cabatuan Service Center: 522-8142
 • Leon Coll. Office 882-0297
 • Sta Barbara Area Office: 523-8631
 • Leganes Service Center: 524-8698
 • San Joaquin Coll. Office: 314-7515

P-Star – September 16, 2022

Section II. Certificate of Availability of Funds



Iloilo 1 Electric Cooperative, Inc.

(ILECO 1)

5021 Tigbauan, Iloilo, Philippines

Tel. Nos. 511-7822 to 25 Telefax 511-8852 E-mail: ogm.ileco1@gmail.com

Alimodian	Cabatuan	Guimbal	Igaras	Leganes	Leon	Maasin	Milag-ao
Oton	Pavia	San Joaquin	San Miguel	Sta. 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 in RFSCE for the Purchase of one (1) Truck, Mainlift with Aircon, AMFM Radio, Diesel, 4x2 MT and three (3) Lineman's Utility Vehicle with customized body, ladder rack, fog light, aircon, AMFM Radio, Diesel, 4x2, MT.

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 5th day of January 2022 at Tigbauan, Iloilo.

Certified by:

JECTOR D. ARLOS
OIC-FSD

Noted by:

ENGR. MIGUEL A. PAGUNTALAN JR.
General Manager



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

- Oton Area Office: 336-8443
- 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

Section III. Instructions to Bidders

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A. GENERAL

1. Scope of Bid

- 1.1. The procuring entity named in the **BDS**, hereinafter referred to as “Iloilo 1 Electric Cooperative, Inc. (ILECO-1)” wishes to receive bids for supply and delivery of the goods as described in Section VII. Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 26.

2. Source of Funds

Iloilo 1 Electric Cooperative, Inc. (ILECO-1) has a budget or has applied for or received funds from the Funding Source named in the **BDS**, and in the amount indicated in the **BDS**. It intends to apply part of the funds received for the Project, as defined in the **BDS**, to cover eligible payments under the contract.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Iloilo 1 Electric Cooperative, Inc. (ILECO-1) Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, Iloilo 1 Electric Cooperative, Inc. (ILECO-1):
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 1. “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive

practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

3. “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 4. “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
 - 3.3. Furthermore, the Funding Source and Iloilo 1 Electric Cooperative, Inc. (ILECO-1) reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (f) below:
 - (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the

bid of another Bidder or influence the decisions of Iloilo 1 Electric Cooperative, Inc. (ILECO-1 regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;

- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid; or
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

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

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

5. Eligible Bidders

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;

- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines; and
 - (e) Persons/entities forming themselves into a JV, *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%).
- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA 9184 and its IRR allow foreign bidders to participate;
 - (b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - (c) When the Goods sought to be procured are not available from local suppliers; or
 - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government corporate entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed at least one contract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.2(b)1.

- 5.5. Unless otherwise provided in the **BDS**, the Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a commitment from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this Project (CLC).

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

NFCC = [(Current assets minus current liabilities) (K)] 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.

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

6. Bidder's Responsibilities

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

- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 in relation to other provisions of RA 3019; and
- (j) Complying with existing labor laws and standards, in the case of procurement of services.

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. 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.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and Iloilo 1 Electric Cooperative, Inc. (ILECO-1) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.7. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.8. The Bidder should note that Iloilo 1 Electric Cooperative, Inc. (ILECO-1) will accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the Bidding Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1. Bidders who have purchased the Bidding Documents may request for clarifications on any part of the Bidding Documents for an interpretation. Such a

request must be in writing and submitted to the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of bids.

- 10.2. Supplemental/Bid Bulletins may be issued upon Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the website of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) and shall be provided to the bidders within five (5) calendar days from the Pre bid Conference, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 22.

C. Preparation of Bids

11. Language of Bid

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility/Legal, Technical and Financial Components

- 12.1. Online Submission of Bids shall follow the **online bidding submission and receipt of bids instruction manual** attached as Annex "A. 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 bac.ileco1@gmail.com**
- 12.2. Unless otherwise indicated in the **BDS**, 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**):
 - (a) **Legal/Eligibility Documents - Folder 1 (Envelope 1)**

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, whichever is appropriate under laws of the Philippines;
2. Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
3. BIR Value Added Tax
4. Omnibus Sworn Statement-Affidavit
5. Compliance with E.O #398
 - a) Proof of VAT payments for the past six months **(February 2022 to July 2022)**;
 - 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.

(b) **Technical Documents – Folder 2 (Envelope 1)**

1. Statement in matrix form of all its ongoing and completed government and private contracts within the period stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - a) name of the contract;
 - b) date of the contract;
 - c) kinds of Goods;
 - d) amount of contract and value of outstanding contracts;
 - e) date of delivery; and
 - f) end user's acceptance or official receipt(s) issued for the contract, if completed.
2. 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)

(c) **Financial Documents – Folder 3 (Envelope 1)**

1. Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

Complete set of financial statement includes the following:

- a) Balance Sheet
- b) Income Statement
- c) Statement of Changes in Equity
- d) Cash Flow Statement
- e) Notes to Financial Statement
- f) 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 Iloilo 1 Electric Cooperative, Inc. (ILECO-1), which shall be at least equal to ten percent (10%) of the Approved Budget for the Contract (ABC) to be bid

(d) **Class “B” Document – Folder 4 (Envelope 1):**

1. If applicable, the JVA in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

(e) **Technical Proposal – Folder 1 (Envelope 2)**

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
 - c) Confirming Statement on Warranty of being offered (Form-
 - d) Details of Technical Specifications
 - e) Confirming Availability of Stocks

2. **Financial Proposal – Folder 2 (Envelope 2)**

- (2.1) Bid Form which include Bid Price in the prescribed bid form

12.3. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the bill of quantities and the applicable Price Schedules, in accordance with **ITB** Clauses.

- 12.4. Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.

Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by Iloilo 1 Electric Cooperative, Inc. (ILECO-1), payment could be made upon the submission of bids.
- (ii) Iloilo 1 Electric Cooperative, Inc. (ILECO-1) has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) Iloilo 1 Electric Cooperative, Inc. (ILECO-1) has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
- (iv) Iloilo 1 Electric Cooperative, Inc. (ILECO-1) has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) Iloilo 1 Electric Cooperative, Inc. (ILECO-1) has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

13. Alternative Bids

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

14. Bid Prices

- 14.1. 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.

- 14.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 14.3. All Prices 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.
- 14.4. 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.

15. Bid Currencies

- 15.1. Prices shall be quoted in the following currencies:
 - (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 15.2. If so allowed in accordance with **ITB** Clause 15.1, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.
- 15.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

16. Bid Validity

- 16.1. 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.
- 16.2. In exceptional circumstances, prior to the expiration of the Bid validity period, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

17. Bid Security

- 17.1. The bid security, issued in favor of Iloilo 1 Electric Cooperative, Inc. (ILECO-1) in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

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.	

- 17.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) as non-responsive.
- 17.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid 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 17.
- 17.4. Upon signing and execution of the contract pursuant to **ITB** Clause 30, and the posting of the performance security pursuant to **ITB** Clause 31, the successful

Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 17.

17.5. The bid security may be forfeited:

(a) if a Bidder:

1. has a finding against the veracity of the required documents submitted;
2. Submission of eligibility requirements containing false information or falsified documents;
3. 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
4. allowing the use of one's name, or using the name of another for purposes of public bidding
5. 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;
6. refusal or failure to post the required performance security within the prescribed time;
7. 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;
8. any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
9. failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
10. all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

1. fails to sign the contract in accordance with **ITB** Clause 30;

2. fails to furnish performance security in accordance with **ITB** Clause 31; or
3. any other reason stated in the **BDS**.

18. Format and Signing of Bids

18.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 20 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.

- 18.2. Forms as mentioned in **ITB** Clause 18.1 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.
- 18.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 18.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 18.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

19. Sealing and Marking of Bids

- 19.1. Bidders shall enclose their original eligibility, financial, technical and class B documents (if applicable) described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL - TECHNICAL PROPOSAL”, and the original of their financial in another sealed envelope marked “ORIGINAL - FINANCIAL PROPOSAL”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 19.2. 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.
- 19.3. The original and the number of copies of the Bid shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 19.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to ILECO-1 BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 20.
- 19.5. 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.

D. Submission and Opening of Bids

20. Deadline for Submission of Bids

Bids must be received by Iloilo 1 Electric Cooperative, Inc. (ILECO-1) BAC at the address and on or before the date and time indicated in the **BDS**.

21. Late Bids

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 20, shall be declared “Late” and shall not be accepted by Iloilo 1 Electric Cooperative, Inc. (ILECO-1).

22. Modification and Withdrawal of Bids

- 22.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 22.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) prior to the deadline prescribed for submission and receipt of bids.
- 22.3. Bids requested to be withdrawn in accordance with **ITB** Clause 22.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 22.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 17.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

23. Opening and Preliminary Examination of Bids

- 23.1. 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).

The BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

- 23.2. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated “passed”. The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 12.4, the BAC shall rate the bid concerned as “failed”. Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 23.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding Letter of Withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 23.4. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC: Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 23.5. 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, bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 23.6. Bidders or their duly authorized representatives are 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*.
- 23.7. 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.

E. Evaluation and Comparison of Bids

24. Process to be Confidential

- 24.1. 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.
- 24.2. Any effort by a bidder to influence Iloilo 1 Electric Cooperative, Inc. (ILECO-1)'s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

25. 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 the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall not be considered.

26. Detailed Evaluation and Comparison of Bids

- 26.1. 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.
- 26.2. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 26.3. Iloilo 1 Electric Cooperative, Inc. (ILECO-1) BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
 - (a) Completeness of the bid. Unless the ITB specifically 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 "0" (zero) for

the said item would mean that it is being offered for free to the Iloilo 1 Electric Cooperative, Inc. (ILECO-1),; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications, if allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 26.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 26.5. 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.
- 26.6. 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.
- 26.7. 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.

27. Post-Qualification

- 27.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified herein.
- 27.2. Within a non-extendible period of three (3) calendar days from receipt by the bidder of the non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit additional required supporting documents and other appropriate licenses and permits required by law and stated in the **BDS**.

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 in accordance with Section 69 of the IRR of RA 9184.

- 27.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12, as well as other information as the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 27.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 27.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated Responsive Bid is determined for contract award.
- 27.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation.
- 27.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA9184.

28. Reservation Clause

- 28.1. Notwithstanding the eligibility or post-qualification of a bidder, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its

capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the 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.

28.2. 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 the 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) BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - 1. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - 2. If the project is no longer necessary as determined by the head of the procuring entity; and
 - 3. If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

28.3. 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 or fail post-qualification; or
- (d) The bidder with the Lowest Calculated Responsive Bid (LCRB) refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

29. Contract Award

- 29.1. Subject to **ITB** Clause 27, the HoPE shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 29.2. 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 received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Iloilo 1 Electric Cooperative, Inc. (ILECO-1).
- 29.3. 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 31;
 - (b) Signing of the contract as provided in **ITB** Clause 30; and
 - (c) Approval by higher authority or HoPE.
- 29.4. At the time of contract award, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall not increase or decrease the quantity of goods originally specified herein.

30. Signing of the Contract

- 30.1. At the same time as the 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.
- 30.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security and sign and date the contract and return it to Iloilo 1 Electric Cooperative, Inc. (ILECO-1).
- 30.3. 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.
- 30.4. 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;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

31. Performance Security

- 31.1. 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.
- 31.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) in an amount equal to 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 Total Contract Price)
(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.	

- 31.3. 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 initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for contract award. However, if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

32. Notice to Proceed

- 32.1. Within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority, Iloilo 1 Electric Cooperative, Inc. (ILECO-1) shall issue its Notice to Proceed to the Bidder.
- 32.2. The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the contract, unless otherwise specified in the **BDS**.

Section III. Bid Data Sheet

ITB Clause	Details of the Bid data Sheet
1.1 Procuring Entity	The Procuring Entity is Iloilo 1 Electric Cooperative, Inc. (ILECO-I) . The name of the Contract is <u>“Supply and Delivery of One (1) Unit Manlift Mounted on 4x2 Single Cab Pick-up”</u>
1.2. Source of Funds	The Funding Source is the General Fund in the amount of TWO MILLION NINE HUNDRED EIGHTY THOUSAND PESOS (PHP 2,980,000.00) .
3. Observe Highest Standard of Ethics	Bidders and their representatives are expected to conduct themselves courteously and politely at all times during all meetings in connection with the bidding process.
5.1 Eligible to Participate	No further instructions.
5.2 Invite Foreign Bidders	This shall include the following documents: Each and every page of the Bid Form shall be signed by duly authorized representative/s of the Bidder.
5.4(a) Single Largest Completed Contract	The Bidder must have completed a Single Largest Completed Contract (SLCC) that is similar to this Project, as specified in Clause 12.
9.1 Prebid Conference Date, Time & Venue	Iloilo 1 Electric Cooperative, Inc. (ILECO-1) will hold a Prebid Conference for this Project on 23 September 2022 (Friday) at 3:30 P.M via zoom app on which a link will be sent to bidders who have paid the bid documents fee before the start of activity
10.1 Request for Clarification (s) for those who purchased Bidding Documents	Iloilo 1 Electric Cooperative, Inc. (ILECO-1) address is: Brgy. Namocon Tigbauan, Iloilo Lyka Rev C. Ellorquez – BAC Secretariat CP No. 0909-131-28-23 / Tel. No. 511-7822 to 25 www.ileco1.com
12.1	Bidders must refer to the online bidding submission and receipt of bids instruction manual for the online submission of bids. Hard bidding document copies must be received by the BAC three (3) days after the submission of bids and must submit proof of courier receipt to <u>bac.ileco1@gmail.com</u> prior the date of the Submission of Bids.
12.2(a) Eligibility	“No other acceptable proof of registration is recognized.”

Documents	
12.1(b) Technical Documents	The statement of all ongoing and completed government and private contracts shall include all such contracts within the relevant period as provided in the Invitation to Bid prior to the deadline for the submission and receipt of bids.
12.3 Financial Documents	No additional Requirements
12.4(a) Bids that exceed the ABC	The ABC is TWO MILLION NINE HUNDRED EIGHTY THOUSAND PESOS (PHP 2,980,000.00) . Any bid with a financial component exceeding this amount shall be disqualified.
15. Bid Prices Quoted in Philippine Pesos	The bid prices shall be quoted in Philippine Pesos.
16. Bid Validity	Bids will be valid until one hundred twenty (120) Calendar Days from the date of the opening of bids.
17.1 Bid Security	<p>The Bid Security shall be in the form specified in the Clause 17. The amount of not less than FIFTY-NINE THOUSAND SIX HUNDRED PESOS (PHP 59,600.00) or 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit.</p> <p>Bidders 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 <u>bac.ileco1@gmail.com</u> before the opening of bids.</p> <p>The bid security shall be valid for 120 calendar days from the date of opening of bids.</p>
17.2 Bid Security Validity	The bid security shall be valid until one hundred twenty (120) Calendar Days from the date of the opening of bids.
19. Original & Copies to be Signed by the Bidder or its duly authorized representative	<ol style="list-style-type: none"> 1. Each Bidder shall submit ONE (1) original and ONE (1) certified true copy of the first and second components of its bid; 2. Each Bidder representative, other than the authorized contract signatory, shall submit a Notarized Letter of Authorization (LOA) indicating that the representative submitting the bid is authorized to decide/accept and affix his/her signature to attest the validity of his/her bid. The Notarized LOA shall be presented by any Bidder's Representative during the submission of Bid and must be signed by the same person who will sign the contract for the said transaction, in

	<p>case the submitted bid is declared the Lowest Calculated Responsive Bid; and,</p> <p>The said Notarized LOA should be separated from the Sealed Bid, and must be readily available for scrutiny of the ILECO 1-BAC; attached with the bidding documents.</p>
20. Deadline for submission of bids	<p>The address for submission of bids is:</p> <p>Kay C. Frialda, BAC Chairperson Iloilo 1 Electric Cooperative Inc., Main Office, Brgy. Namocon, Tigbauan, Iloilo 5021 Philippines</p> <p>The deadline for submission of bids is on 05 October 2022 (Wednesday) at 03:30 PM.</p>
23. Opening of Bids	<p>The place of bid opening is:</p> <p>Kay C. Frialda, BAC Chairperson Iloilo 1 Electric Cooperative Inc., Main Office, Brgy. Namocon, Tigbauan, Iloilo 5021 Philippines</p> <p>The date and time of bid opening is on 05 October 2022 (Wednesday) at 03:31 PM.</p>
23. Opening of 1 st Envelope	No further instructions.
23. Opening of 2 nd Envelope	No further instructions.
26. Evaluation of all Bids	Partial bid is not allowed. The Project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
	The Performance Security is equivalent to 5% of the Contract Price (Bid Price), which 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 bac.ileco1@gmail.com , upon deposit.
26.3(b) Arithmetical Corrections & Modifications of Bids	No further instructions.
26.4 Identify Lowest Calculated	No further instructions.

Bid	
30.4(f)	<i>List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.</i>

Section IV. General Conditions of Contract

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1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) **“Bill of Quantities”** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
 - (b) **“The Completion Date”** is the date of completion of the Works as certified by the Procuring Entity's Representative
 - (c) **“The Contract”** means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (d) 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.
 - (e) **“The Contract Price”** means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (f) **“Contract Time Extension”** is the allowable period for the Supplier to complete the Works in addition to the original Completion Date stated in this Contract
 - (g) **“Supplier”** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded
 - (h) **“Supplier's Bid”** is the signed offer or proposal submitted by the Supplier to the Procuring Entity in response to the Bidding Documents
 - (i) **“Defect”** is any part of the Works not completed in accordance with the Contract
 - (j) **“Defects Liability”** Certificate is the certificate issued by Procuring Entity's Representative upon deof defects by the Supplier
 - (k) **“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
 - (l) **“The Goods”** means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

- (m) **“The Services”** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (n) **“GCC”** means the General Conditions of Contract contained in this Section.
- (o) **“SCC”** means the Special Conditions of Contract.
- (p) **“The Procuring Entity”** means the organization purchasing the Goods, as named in the SCC.
- (q) **“The Procuring Entity’s country”** is the Philippines.
- (r) **“The Project Site,”** where applicable, means the place or places named in the SCC.
- (s) **“Day”** means calendar day.
- (t) The **“Effective Date”** of the contract will be the date of receipt by the Supplier of the Notice to Proceed or the date provided in the Notice to Proceed. Performance of all obligations shall be reckoned from the Effective Date of the Contract.
- (u) **“Verified Report”** refers to the report submitted by the Implementing Unit to the Head of the Procuring Entity setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. 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 the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. The Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - 1. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
 - 2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
 - 3. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - 4. "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 3.1(a).

4. Governing Law and Language

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

5. Notices

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

6. Scope of Contract

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

7. Subcontracting

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

- 7.3. 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.

8. Procuring Entity's Responsibilities

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

9. Prices

Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 34, or if applicable, adjustments authorized in accordance with the price adjustment provisions specified in the SCC.

10. 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.

11. Payment

- 11.1. The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.
- 11.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the

SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.

- 11.3. Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
- 11.4. Unless otherwise specified in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 11.5. 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.

12. Advance Payment

- 12.1. Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.
- 12.2. For Goods supplied from abroad, ten percent (10%) of the Contract price shall be paid within sixty (60) calendar days from signing of the contract and upon submission of a claim and a bank guarantee issued by a licensed bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- 12.3. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

13. 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).

14. Taxes and Duties

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

15. Performance Security

- 15.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 31.2.
- 15.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 15.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 15.4. The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b) The Supplier has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 15.5. 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.
- 15.6. In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 15.7. Unless otherwise indicated in the SCC, the Supplier, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity 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.

16. Use of Contract Documents and Information

- 16.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this

Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 16.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 16.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

17. Standards

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

18. Inspection and Tests

- 18.1. Iloilo I Electric Cooperative, Inc. (ILECO-I) or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The **SCC** and Technical specifications shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Iloilo I Electric Cooperative, Inc. (ILECO-I shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 18.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to Iloilo I Electric Cooperative, Inc. (ILECO-I).
- 18.3. 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).
- 18.4. Iloilo I Electric Cooperative, Inc. (ILECO-I or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

- 18.5. Iloilo I Electric Cooperative, Inc. (ILECO-I may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 18.6. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

19. Retention

- 19.1. Progress payments are subject to retention of **one percent (1%)**, 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.
- 19.2. 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 **one percent (1%)**, 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 **one percent (1%)** retention is intended, i.e., to cover uncorrected discovered defects and third-party liabilities.

20. Warranty

- 20.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 20.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or

omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 20.3. This product warranty shall remain valid for **Three (3) months** 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.
- 20.4. Iloilo I Electric Cooperative, Inc. (ILECO-I) shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 20.5. 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.
- 20.6. 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.
- 20.7. The obligation for the warranty shall be covered by either retention money in an amount equivalent to one percent (%) of every progress payment, or a special bank guarantee equivalent to one percent (1%) 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.

21. Delays in the Supplier's Performance

- 21.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Iloilo I Electric Cooperative, Inc. (ILECO-I) in Section VI. Schedule of Requirements.
- 21.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify 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 receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 25, Iloilo I Electric Cooperative, Inc. (ILECO-I) shall evaluate the situation and may extend the

Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

- 21.3. 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:
- a) **forfeiture of its performance security,**
 - b) imposition of liquidated damages,
 - c) and/or termination of the Contract for default.

22. Liquidated Damages

Subject to GCC Clauses 20.4 and 25, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, 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, the Procuring Entity shall rescind the Contract pursuant to GCC Clause 26, without prejudice to other courses of action and remedies open to it.

23. Settlement of Disputes

- 23.1. If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 23.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 23.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 23.4. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

- 23.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

24. Liability of the Supplier

- 24.1. 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.
- 24.2. 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.

25. Force Majeure, Release from Performance

- 25.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 25.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 25.3. If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.
- 25.4. 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.

- 25.5. 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.
- 25.6. 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:
- i. any sum to which the Supplier is entitled to claimed.
 - ii. the cost of his suspension and demobilization;
 - iii. any sum to which Iloilo 1 Electric Cooperative, Inc. (ILECO-1) is entitled.
 - iv. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

26. Supplier's Right to Claim

If the Supplier incurs cost as a result of any of the events under GCC Clause, 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.

27. Termination for Default

- 27.1. Iloilo I Electric Cooperative, Inc. (ILECO-I) shall terminate this Contract for default when any of the following conditions attends its implementation:
- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
 - (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - (c) The Supplier fails to perform any other obligation under the Contract.
- 27.2. In the event Iloilo I Electric Cooperative, Inc. (ILECO-I) terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 26 to 30, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 27.3. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

28. Termination for Insolvency

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

29. Termination for Convenience

- 29.1. Iloilo I Electric Cooperative, Inc. (ILECO-I) may, by written notice, terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity may terminate a contract for the convenience of Iloilo I Electric Cooperative, Inc. (ILECO-I) if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

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.

- 29.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 29.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery

may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

30. Termination for Unlawful Acts

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

31. Procedures for Termination of Contracts

- 31.1. The following provisions shall govern the procedures for termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Iloilo 1 Electric Cooperative, Inc. (ILECO-1) Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - 1. 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;
 - 2. the extent of termination, whether in whole or in part;
 - 3. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

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

- (1.1) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (1.2) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (1.3) 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;
 - (1.4) Deployment of committed equipment, facilities, support staff and manpower; and
 - (1.5) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- iii. 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).
- iv. 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:
- (1.1) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the Supplier; and
 - (1.2) Quality of materials and workmanship not complying with the approved specifications arising from the Supplier's fault or negligence.
 - (1.3) 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

- (i) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

32. Delivery

- 32.1. 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).
- 32.2. 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.
- 32.3. 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:
- 32.4. 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.

33. Assignment of Rights

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

34. Contract Amendment

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

35. Application

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

Section V. Special Conditions of Contract

GCC Clause	Details of SPECIAL CONDITIONS OF CONTRACT
1.1 Intended Completion Date	The Project/good should be completed within: Within ninety (90) Calendar days from receipt of Notice to Proceed (NTP)
1.1 Procuring Entity	Iloilo 1 Electric Cooperative, Inc. (ILECO-1), Brgy. Namocon Tigbauan Iloilo 5021
1.1 Procuring Entity's Representative	The Procuring Entity's Representative is... Authorized representative: Mr. Tito T. Garcia President Engr. Miguel A. Paguntalan Jr. General Manager Project End-user: Engr. Reynan Magullado Area Engineer
1.1 Site	The Site is located at the Iloilo 1 Electric Cooperative, Inc. ILECO-I main office Brgy. Namocon Tigbauan Iloilo 5021 Philippines
1.1 Start Date	The Start Date shall be the date specified in the Notice-to-Proceed issued by Iloilo 1 Electric Cooperative, Inc. (ILECO-1).
1.1 Work(s)	For the detailed Scope-of-Works, refer to Schedule of Requirements and Specifications found in Section VI of this OBD.
2.2 Sectional Completion	For the Completion Date per Work Cluster, refer to Schedule of Requirements and Specifications found in Section VI of this OBD.
5.1 Possession of Site	Not applicable
7.4(c) Other Terms for the Release of Performance Security	Upon Contractor's submission of acceptable Warranty Security Bond and ILECO-1's issuance of the Final Certificate of Acceptance.
19. Retention Fee	Retention Fee not applicable
20. Liquidated	<u>Liquidated Damages:</u>

damages	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>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.</p>
20.6 Correction of Defects	The period for correction of defects in the warranty period is within Thirty (30) calendar days
.	<p>The applicable rate is one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay.</p> <p>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.</p>
21. Settlement of Disputes	In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”disp
20. Warranty	<p>Product warranty is as specified below which will be 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.</p> <p>Cab & Chassis – 100,000 km or 36 months (whichever comes first) Customized Body – 1 year after receipt of goods</p>
30. Delivery	<p>The following documents shall be attached upon delivery.</p> <ol style="list-style-type: none"> a. Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; b. Original and four copies delivery receipt/note, railway receipt, or truck receipt; c. Original Supplier’s factory inspection report; d. Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; e. Original and four copies of the certificate of origin (for imported Goods); f. Delivery receipt detailing number and description of items received

	<p>signed by the authorized receiving personnel;</p> <p>g. Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site.</p>
<p>11. Payment</p>	<ol style="list-style-type: none"> 1. Payment Schedule <ol style="list-style-type: none"> a. Full payment within thirty (30) calendar days upon issuance of Certificate of Completion by the end-user. 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, sales invoice, billing statement, warranty certificate if applicable and other documents needed). 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.

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	One (1) Unit Manlift Mounted on 4x2 Single Cab Pick-up	1		

Section VII. Technical Specifications

I. MANLIFT	
Brand:	
Model:	
Source of Origin	
Max. Working Height:	10.10 meters
Platform Height:	8.10 meters
Max. Outreach:	4.20 meters
Basket Outreach:	3.50 meters
Slewing Angle:	350 degrees
Slewing Method:	Hydraulic
Power Source:	Hydraulic Pump
Control:	Joystick in the Basket
Basket Capacity:	120 kg (1 person)
Basket Dimension (L x W x H):	700 mm x 700 mm x 1,100 mm
Basket Material:	Fiberglass
Lifting Speed:	0.4 m/s
Extension Speed:	0.4 m/s
Rotation Speed:	0.7 m/s
Max. Load under the Outriggers:	2,200 kg
Specific Load under the Outriggers:	9 daN.cm ²
Level of Machine Vibrations:	<0.25 m/s ²
No. of Outriggers	2 pcs.

II. PICK-UP VEHICLE	
Brand:	
Model:	
Source of Origin:	
ENGINE	
Model:	
Type:	4-cylinder In-Line Blue Power Diesel Engine with Turbo Intercooler
Maximum Power:	PS (kW) @ 150(110) @ 3,600

	rpm	
Maximum Torque:	N-m (kg-m) @ rpm	350(35.7) @ 1,800-2,600
Fuel Tank Capacity	Liters	76
Turbocharger:		Water-cooled Variable Geometry System (VGS)
Emission Rating:		EURO 4
CHASSIS		
Steering Type:		Rack and pinion with power assist
Brakes	Front	Ventilated Discs
	Rear	Leading and trailing drums
Suspension	Front	Independent double wishbone with coil spring and stabilizer
	Rear	Heavy-duty semi-elliptical leaf spring
Transmission		6-speed manual transmission with gear shift indicator
Wheels and Tires		195 R15C; steel with black center cap (1 spare tire)
DIMENSIONS		
Overall L x W x H	mm	5,040 x 1,775 x 1,690
Wheelbase	mm	3,095
Ground Clearance	mm	195
Gross Vehicle Weight	kg	2,700
EXTERIOR		
Headlamps:		Multi-reflector halogen
Front Bumper		Resin Material; black color
Side View Mirrors:		Material black with manual folding
Rear combination lamp		Bulb Type
INTERIOR		
Seats	Front	Driver: Bucket type seat; Passenger: Bench type seat
	Material	Vinyl
	Capacity	Three
SAFETY		
Dual SRS Airbags:		Equipped
Seatbelts:		ELR with pre-tensioner & load limiter X 2 ; center lap for center passenger

Brake Override System (BOS)	Equipped
CONVENIENCE	
Air Conditioning System:	Manual three dial type
Power Windows:	Equipped with automatic down function for driver side
Power Door Locks:	Equipped
Audio System:	Single DIN with front USB and aux-in
BODY	
Type:	Platform with tool box/cabinet
<p><u>Additional Requirements:</u></p> <ul style="list-style-type: none"> • Standard tools with hydraulic jack & tire wrench with EWD (Early warning device) • 3 years LTO registration with Third Party Liability • 1 year comprehensive insurance • Battery: (N70ZLD31L) 	

Technical Specifications

Item	Specification	Statement of Compliance.
<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB and/or GCC Clause.</p>		

I. MANLIFT		Statement of Compliance
Brand:		
Model:		
Source of Origin		
Max. Working Height:	10.10 meters	
Platform Height:	8.10 meters	
Max. Outreach:	4.20 meters	
Basket Outreach:	3.50 meters	
Slewing Angle:	350 degrees	
Slewing Method:	Hydraulic	
Power Source:	Hydraulic Pump	
Control:	Joystick in the Basket	
Basket Capacity:	120 kg (1 person)	
Basket Dimension (L x W x H):	700 mm x 700 mm x 1,100 mm	
Basket Material:	Fiberglass	
Lifting Speed:	0.4 m/s	
Extension Speed:	0.4 m/s	
Rotation Speed:	0.7 m/s	
Max. Load under the Outriggers:	2,200 kg	
Specific Load under the Outriggers:	9 daN.cm ²	
Level of Machine Vibrations:	<0.25 m/s ²	
No. of Outriggers	2 pcs.	

II. PICK-UP VEHICLE			Statement of Compliance
Brand:			
Model:			
Source of Origin:			
ENGINE			
Model:			
Type:		4-cylinder In-Line Blue Power Diesel Engine with Turbo Intercooler	
Maximum Power:	PS (kW) @ rpm	150(110) @ 3,600	
Maximum Torque:	N-m (kg-m) @ rpm	350(35.7) @ 1,800-2,600	
Fuel Tank Capacity	Liters	76	
Turbocharger:		Water-cooled Variable Geometry System (VGS)	
Emission Rating:		EURO 4	
CHASSIS			
Steering Type:		Rack and pinion with power assist	
Brakes	Front	Ventilated Discs	
	Rear	Leading and trailing drums	
Suspension	Front	Independent double wishbone with coil spring and stabilizer	
	Rear	Heavy-duty semi-elliptical leaf spring	
Transmission		6-speed manual transmission with gear shift indicator	
Wheels and Tires		195 R15C; steel with black center cap (1 spare tire)	
DIMENSIONS			
Overall L x W x H	mm	5,040 x 1,775 x 1,690	
Wheelbase	mm	3,095	
Ground Clearance	mm	195	
Gross Vehicle	kg	2,700	

Weight			
EXTERIOR			
Headlamps:		Multi-reflector halogen	
Front Bumper		Resin Material; black color	
Side View Mirrors:		Material black with manual folding	
Rear combination lamp		Bulb Type	
INTERIOR			
Seats	Front	Driver: Bucket type seat; Passenger: Bench type seat	
	Material	Vinyl	
	Capacity	Three	
SAFETY			
Dual SRS Airbags:		Equipped	
Seatbelts:		ELR with pre-tensioner & load limiter X 2 ; center lap for center passenger	
Brake Override System (BOS)		Equipped	
CONVENIENCE			
Air Conditioning System:		Manual three dial type	
Power Windows:		Equipped with automatic down function for driver side	
Power Door Locks:		Equipped	
Audio System:		Single DIN with front USB and aux-in	
BODY			
Type:		Platform with tool box/cabinet	
<u>Additional Requirements:</u> <ul style="list-style-type: none"> • Standard tools with hydraulic jack & tire wrench with EWD (Early warning device) • 3 years LTO registration with Third Party Liability • 1 year comprehensive insurance • Battery: (N70ZLD31L) 			

Section VIII. Bidding Forms

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Bid Form

Date: _____
Invitation to Bid: _____

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for **the “Supply and Delivery of One (1) Unit Manlift Mounted on 4x2 Single Cab Pick-up”** in the conformity with the said Bidding Documents for the sum of _____ Php () or such other 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 construction 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 _____ 2022.

(signature) _____
(in the capacity of)

Duly authorized to sign Bid for and on behalf of _____

BILL OF QUANTITIES

Count	Item Description	Unit	Quantity	Unit Cost	Total Cost
1	One (1) Unit Manlift Mounted on 4x2 Single Cab Pick-up	unit	1		
TOTAL					

Contract Agreement Form

THIS AGREEMENT made the ____ day of _____ 20____ between [*name of PROCURING ENTITY*] of the Philippines (hereinafter called “the Entity”) of the one part and [*name of Supplier*] of [*city and country of Supplier*] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Entity invited Bids for certain goods and ancillary services, viz., [*brief description of goods and services*] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. the Performance Bond
 - b. the Entity’s Notification of Award.
 - c. the Bid Form and the Price Schedule submitted by the Bidder;
 - d. the Schedule of Requirements;
 - e. the After-Sales-Service Warranty submitted by Bidder;
 - f. Instructions to Bidders
 - g. Bid Bulletin/Supplemental Bid
 - h. the Technical Specifications;
 - i. the General Conditions of Contract;
 - j. the Special Conditions of Contract; and
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Supplier).

Omnibus Sworn Statement

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

AFFIDAVIT

I, *[Name of Affiant]*, of legal age, *[Civil Status]*, *[Nationality]*, and residing at *[Address of Affiant]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. **Select one, delete the other:**

If a sole proprietorship: I am the sole proprietor of *[Name of Bidder]* with office address at *[address of Bidder]*;

If a partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of *[Name of Bidder]* with office address at *[address of Bidder]*;

2. **Select one, delete the other:**

If a sole proprietorship: As the owner and sole proprietor of *[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 the Project]* of the *[Name of the Procuring Entity]*;

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. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

If a sole proprietorship: 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, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a partnership or cooperative: None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

If a corporation or joint venture: None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following 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 the Project]*.

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

Bidder's Representative/Authorized Signatory

Conforming Delivery Schedule

To: *Iloilo 1 Electric Cooperative, Inc.*
Brgy. Namocon Tigbauan Iloilo
Supply and Delivery of One (1) Unit Manlift Mounted on 4x2 Single Cab Pick-up

Gentlemen and/or Ladies:

I/We, the undersigned do hereby certify that we conformed on the delivery for the project *Supply and Delivery of One (1) Unit Manlift Mounted on 4x2 Single Cab Pick-up* within _____ Calendar Days in accordance with the Special Condition of Contract

Yours truly,

Printed name and Signature

[name of representative and designation]

[address]

[date]

Conforming After-Sales Warranty

To: *Iloilo I Electric Cooperative, Inc.
Brgy. Namocon Tigbauan Iloilo
Supply and Delivery of One (1) Unit Manlift Mounted on 4x2 Single Cab Pick-up*

Gentlemen and/or Ladies:

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.

Yours truly,

Printed name and Signature

[name of representative and designation]

[address]

[date]

Section VIII. Online Bidding Manual

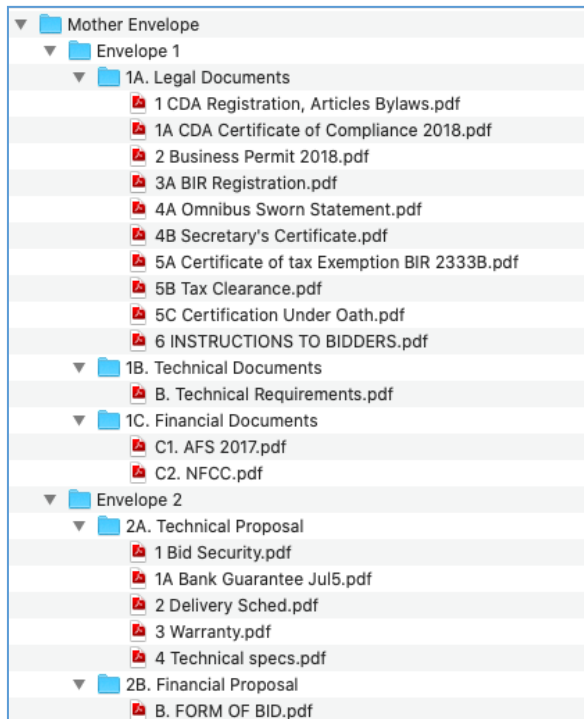
ONLINE BIDDING SUBMISSION AND RECEIPT OF BIDS INSTRUCTION MANUAL

A. BID FORMAT PREPARATION (For Bidders)

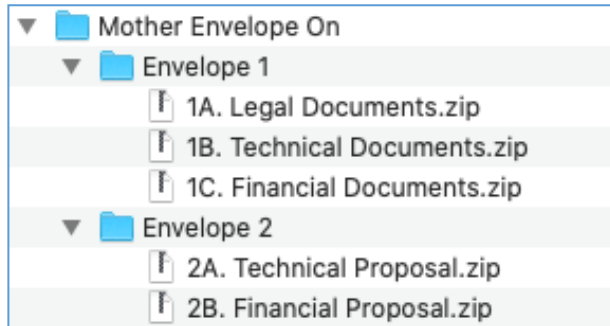
1. Prepare the following prescribed folder arrangement: One (1) Mother Envelope that contains two (2) separate Envelopes. Each Envelope must contain the prescribed Folders.



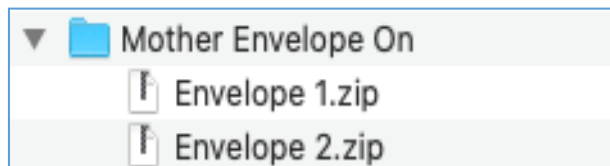
The content of each Folder should be saved as a PDF file with numerical prefix in each file name according to the checklist of eligibility requirements.



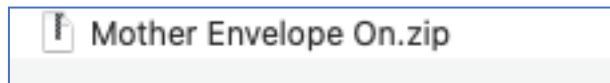
2. Compress each Folder. Each Folder must be password protected.



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



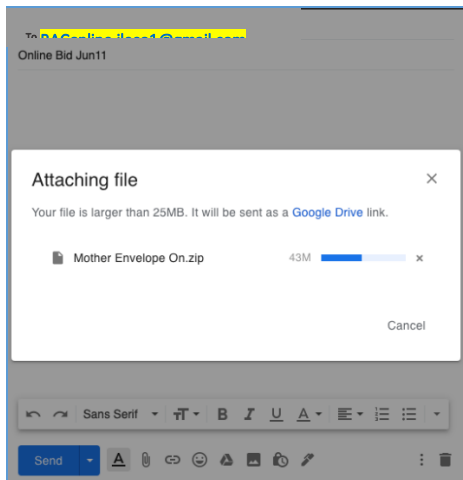
4. Compress Mother Envelope. The Mother Envelope must be password protected.



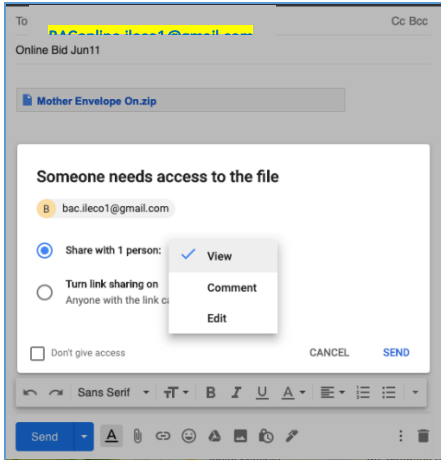
B. SUBMISSION OF BID (For Bidders)

1. Compose email and send to **BAConline.ileco1@gmail.com**.

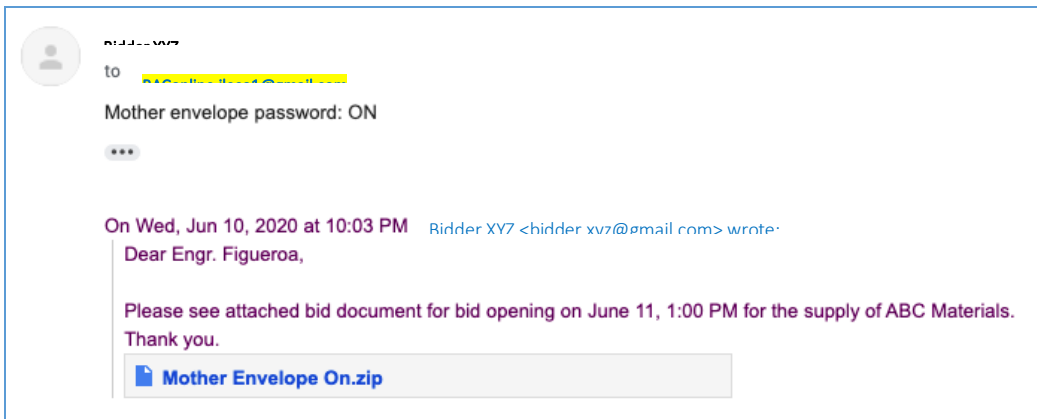
Files over 25MB will be sent as a Google Drive link.



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



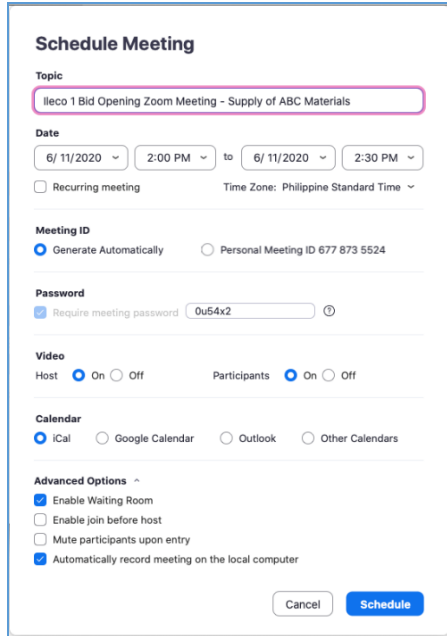
3. Wait for the instruction from the BAC Chairman to provide password to open the Folders during the online bid opening procedures via Zoom.
The Password for each Folder should be sent via Zoom Chat Room. Passwords should only be sent every after the BAC Chairman instructs the bidder to do so during 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)

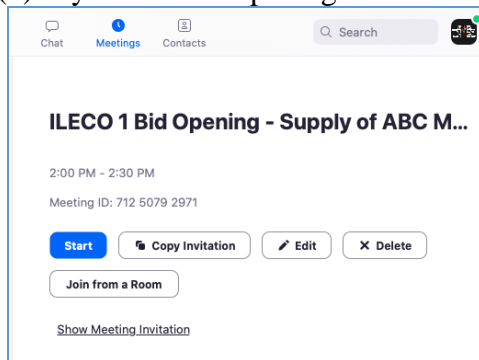
Before Bid Opening

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



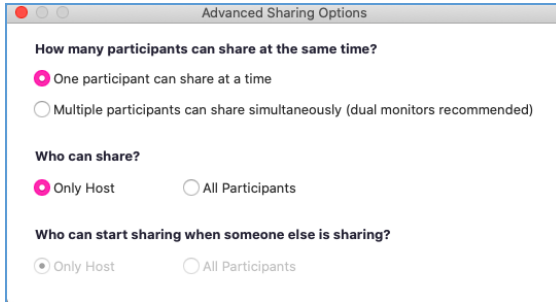
The screenshot shows the 'Schedule Meeting' interface in Zoom. The 'Topic' field is highlighted with a red box and contains the text 'Ileco 1 Bid Opening Zoom Meeting - Supply of ABC Materials'. The 'Date' section shows the meeting scheduled for 6/11/2020 from 2:00 PM to 2:30 PM, with the time zone set to 'Philippine Standard Time'. The 'Meeting ID' section has 'Generate Automatically' selected. The 'Password' section has 'Require meeting password' checked with the password '0u54x2'. The 'Video' section has 'Host' set to 'On' and 'Participants' set to 'On'. The 'Calendar' section has 'iCal' selected. The 'Advanced Options' section has 'Enable Waiting Room' and 'Automatically record meeting on the local computer' checked. At the bottom, there are 'Cancel' and 'Schedule' buttons.

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

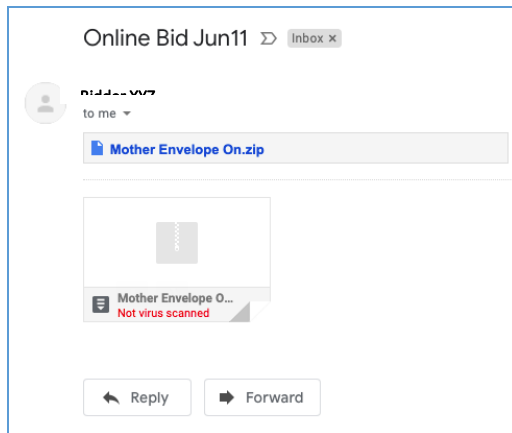


The screenshot shows a Zoom meeting invitation card. The title is 'ILECO 1 Bid Opening - Supply of ABC M...'. The meeting time is '2:00 PM - 2:30 PM' and the Meeting ID is '712 5079 2971'. There are four buttons: 'Start', 'Copy Invitation', 'Edit', and 'Delete'. Below these is a 'Join from a Room' button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

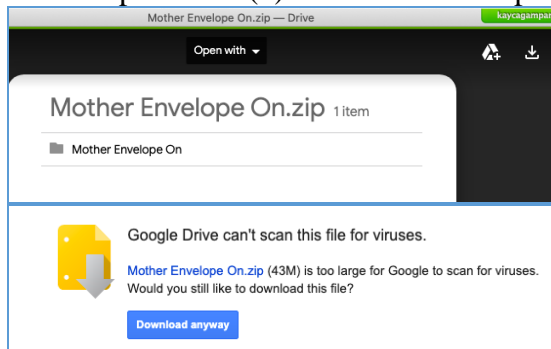
3. Set-up Zoom meeting Screen Sharing settings: Only the Host (BAC) can screen share during the bid opening.



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.

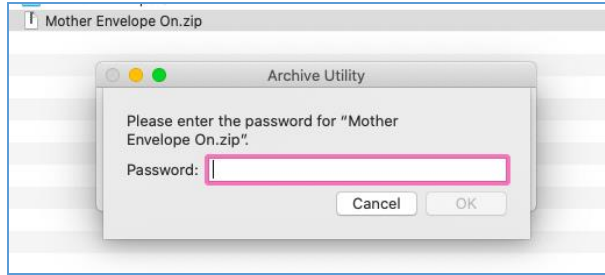


5. Download the zip file one (1) hour before bid opening to be ready for screen sharing.

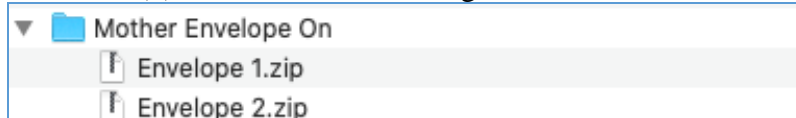


During Bid Opening

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.

**NOTHING
FOLLOWS**