

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES ILOILO INTERNATIONAL AIRPORT

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

SUPPLY AND DELIVERY OF ELECTRICAL SUPPLIES FOR THE YEAR 2021 AT ILOILO INTERNATIONAL AIRPORT

Government of the Republic of the Philippines

Sixth Edition August 10, 2021

Table of Contents

Gloss	ary of Acronyms, Terms, and Abbreviations	3
Sectio	on I. Invitation to Bid	6
Sectio	on II. Instructions to Bidders	9
1.	Scope of Bid	
2.	Funding Information	
3.	Bidding Requirements	
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5.	Eligible Bidders	10
6.	Origin of Goods	
7.	Subcontracts	11
8.	Pre-Bid Conference	11
9.	Clarification and Amendment of Bidding Documents	11
10.	Documents comprising the Bid: Eligibility and Technical Components	12
11.	Documents comprising the Bid: Financial Component	12
12.	Bid Prices	12
13.	Bid and Payment Currencies	13
14.	Bid Security	13
15.	Sealing and Marking of Bids	13
16.	Deadline for Submission of Bids	14
17.	Opening and Preliminary Examination of Bids	14
18.	Domestic Preference	14
19.	Detailed Evaluation and Comparison of Bids	14
20.	Post-Qualification	15
21.	Signing of the Contract	15
Sectio	n III. Bid Data Sheet	16
Sectio	on IV. General Conditions of Contract	19
1.	Scope of Contract	20
2.	Advance Payment and Terms of Payment	20
3.	Performance Security	20
4.	Inspection and Tests	20
5.	Warranty	21
6.	Liability of the Supplier	21
Sectio	on V. Special Conditions of Contract	22
Sectio	on VI. Schedule of Requirements	26
	on VII. Technical Specifications	
	on VIII. Checklist of Technical and Financial Documents	

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

 $\mathbf{EXW} - \mathbf{Ex}$ works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project— Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods — Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

CIVIL AVIATION AUTHORITY OF THE PHILIPPINES ILOILO INTERNATIONAL AIRPORT

INVITATION TO BID FOR SUPPLY AND DELIVERY OF ELECTRICAL SUPPLIES FOR THE YEAR 2021 AT ILOILO INTERNATIONAL AIRPORT

- 1. The Civil Aviation Authority of the Philippines Iloilo International Airport, through the CAAP Corporate Operating Budget FY 2021 intends to apply the sum of One Million Three Hundred Fourteen Thousand Seven Hundred Eighty One Pesos (P1,314,781.00) being the ABC to payments under the contract for CILO 2021-028 Supply and Delivery of Electrical Supplies for the Year 2021 at Iloilo International Airport Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *Civil Aviation Authority of the Philippines Iloilo International Airport* now invites bids for the above Procurement Project. Delivery of the Goods is required by *Sixty (60) Calendar day/s*. Bidders should have completed, within *5 years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
- 4. Prospective Bidders may obtain further information from *Civil Aviation Authority of the Philippines Iloilo International Airport* and inspect the Bidding Documents at the address given below during office hours from *8:00 AM to 5:00 PM*, *Monday to Friday*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on August 10, 2021 from 8:00 am to 5:00 pm until August 31, 2021 @ 9:00 AM from the given address and upon payment of the applicable fee for the Bidding Documents and the Letter of Intent, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Six Hundred Pesos (P5,600.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees submission of machine copy or thru electronic means.
- 6. The Civil Aviation Authority of the Philippines Iloilo International Airport will hold a Pre-Bid Conference for the project Supply and Delivery of Electrical Supplies for the Year 2021 at Iloilo International Airport on August 19, 2021 at 9:00 AM at the BAC Office, Maintenance Building, CAAP Iloilo International Airport or

interested bidders may join virtually via Google Meet App thru https://meet.google.com/hib-gujz-xqm.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before *August 31, 2021 @ 9:00 AM*. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *August 31*, 2021 @ 9:00 AM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The *Civil Aviation Authority of the Philippines Iloilo International Airport* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

FRANCES SHANELLE G. SALINAS

BAC Chairperson Civil Aviation Authority of the Philippines Iloilo International Airport Cabatuan, Iloilo caapiloilobac@ymail.com (033)-3211950; (033)-3299500 loc. 3266

August 10, 2021

(SGD.) FRANCES SHANELLE G. SALINAS

BAC Chairperson
Civil Aviation Authority of the Philippines
Iloilo International Airport

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Civil Aviation Authority of the Philippines Iloilo International Airport wishes to receive Bids for the Supply and Delivery of Electrical Supplies for the Year 2021 at Iloilo International Airport, with identification number CILO 2021-028.

The Procurement Project (referred to herein as "Project") is composed of *one* (1) lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for *FY 2021* in the amount of *One Million Three Hundred Fourteen Thousand Seven Hundred Eighty One Pesos (P1,314,781.00)*.
- 2.2. The source of funding is GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to, whichever is applicable:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Civil Aviation Authority of the Philippines Iloilo International Airport will hold a Pre-Bid Conference for the project Supply and Delivery of Electrical Supplies for the Year 2021 at Iloilo International Airport on August 19, 2021 at 9:00 AM at the BAC Office, Maintenance Building, CAAP Iloilo International Airport or interested bidders may join virtually via Google Meet App thru https://meet.google.com/hib-gujz-xqm as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five* (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII** (Checklist of Technical and Financial **Documents**).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid *ONE HUNDRED TWENTY (120) Calendar days after opening of bids.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows one Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.1. Within a 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 its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause									
5.3	For this purpose, contracts similar to the Project shall be completed within 5 years prior to the deadline for the submission and receipt of bids.								
7.1	Sub-contracting	g is not allowed.							
12	Philippines Ile	ne Goods shall be quoted DDP oilo International Airport or rms (INCOTERMS) for this Project	the appli	ion Authority cable Interna					
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than 26,295.62 [(2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 65,739.05 [(5%) of ABC] if bid security is in Surety Bond.								
19.3	Unit of Issue	Item Description	Quantity						
	pcs	LED Bulb, 80W, Ultra High Efficiency (E40)	8						
	pcs	LED Bulb, 9W	60						
	pcs	LED Bulb, 9W (E27)	5						
	pes	LED Downlights, High Power, 60W	15		-				
	pcs	Flashlight, LED, Rechargeable	3						
	LED Downlights, 12W, Super Thin, 100-250 VAC, 150mm, pcs Cool White								
	LED Downlights, 12W, Super Thin, 100-250 VAC, 150mm, pcs Day White								
	pcs	197							
	ballast-less LED Tube, 18W, Day Light pcs 137 149								
	pcs	43							
	pcs	UPS Battery 7AH	6]				
	cans	Contact Cleaner, electrical	2	_					

	meters	Internet Wire Cat 5E (outdoor)	150		
cans		Penetrating Oil, 412ml	18		
	rolls	Rubber Tape	5		
	meters	Telephone Wire	10		
set		Extension Cord 5m, 3 Gang	6		
set		Extension Cord 12m, 4 Gang	5		
		Total		P1,314,781.00	
20.2	Not Available				
21.2	Not Available				

Section IV. (General Co	enditions o	of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. No advance payment on mobilization fees shall be extended or paid to any project as per DOTr Memorandum dated 10 July 2018 and Area CAAP Memorandum dated July 23, 2018.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual.. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section	V.	Special	Conditions	0	f Contract
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Special Conditions of Contract

Special Conditions of Contract						
GCC Clause						
1	Delivery and Documents –					
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:					
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered Civil Aviation Authority of the Philippines Iloilo International Airport. In accordance with INCOTERMS."					
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered Civil Aviation Authority of the Philippines Iloilo International Airport. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."					
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).					
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is:					
	EFREN N. NAGRAMA Civil Aviation Area Manager Area Center 6					
	Spare Parts –					
	The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof is included in the contract price.					
	The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>three</i> (3) <i>times</i> .					

Spare parts or components shall be supplied as promptly as possible, but in any case, within *one* (1) *months* of placing the order.

Packaging -

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

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

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

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

Transportation -

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

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

	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.1	No mobilization fees or advance payments shall be extended or paid to any project as per DOTr Memorandum dated 10 July 2018 and Area CAAP Memorandum dated July 23, 2018
2.2	Partial payment shall be allowed as per CAAP Memorandum Circular No.: 11-2021
4	The inspections and tests that will be conducted are: Inspection Test to be conducted by CAAP Personnel Inspectors.

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	Brand

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		[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 Bidder's 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 applicable laws and issuances.]

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); **Or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

And

(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

And

(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- In Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

or

Original copy of Notarized Bid Securing Declaration; and

- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (1) The prospective bidder's computation of Net Financial Contracting

Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

(m) If applicable, a duly signed joint venture agreement (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.

Other documentary requirements under RA No. 9184 (as applicable)

- [9] (n) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ② (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).

Note: The Technical Specification Envelope and the Financial Envelope shall be placed inside a sealed expanded envelope, duly marked, sealed and signed.

STATEMENT OF ALL ONGOING CONTRACTS

(Including contracts awarded but not yet started, if any)

NAME OF	NAME OF CONTRACT	DATE AND STATUS OF	KINDS OF	AMOUNT OF	VALUE OF OUTSATNDING	DATE OF DELIVERY
CLIENT		THE CONTRACT	GOODS	CONTRACT	CONTRACTS	
		CONTRACT				

Naı	me & Signature of Authorized Representative
	D W WH
	Position Title
	Date

Instructions:

- 1. State of all on-going contracts including those awarded but not yet started which may be similar to the project called for biddings as of the day before the deadline of submission of bids.
- 2. If there is NO on-going contract awarded but not yet started as of the abovementioned period, state NONE of NOT APPLICABLE.
- 3. The total amount of the on-going but not yet started contracts should be consistent with those used in the Financial Contracting Capacity (NFCC)

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT

(within five (5) years from the date of submission and receipt of bids)

NAME OF CLIENT	NAME OF CONTRACT	DATE OF THE CONTRACT	KINDS OF GOODS	VALUE OF CONTRACTS	DATE OF COMPLETION	OFFICIAL RECEIPT NO. & DATE OF OR AND END USER'S ACCEPTANCE DATE

CEF	тт	LI	ED	CO	D	DE	CT
CED	l I	1,1	ヒレ				CI.

Name & Signature of Authorized Representative
Position Title
D.
Date

Instructions:

- 1. Name of Contract column indicates the Nature/Scope of the Contract for the CAAP Iloilo International Airport to determine the relevance of the entry with the Procurement at hand.
- 2. Any of the following documents MUST BE SUBMITTED corresponding to the listed contracts per submitted Annex II:
 - a. Copy of End-User's Acceptance;
 - b. Official Receipts; or
 - c. Sales Invoice

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	Brand

I:	hereby certi	ify to comply and d	eliver	all the abov	e requir	ements.	
	Name of	Company	Sign	nature over l of Represe		Vame	Date

TECHNICAL SPECIFICATIONS

Item	Specification	Statement of Compliance
		[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 Bidder's 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 applicable laws and issuances.]

ereby certify to comply with	all the above Technical Specifications.	
nereby certify to comply with	all the above Technical Specifications.	
nereby certify to comply with	all the above Technical Specifications.	
nereby certify to comply with	all the above Technical Specifications.	

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 or authorized representative 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, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

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 to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 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;

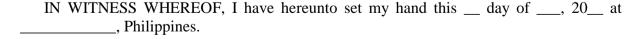
6. Select one, delete the rest:

If a sole proprietorship: The owner or sole proprietor is 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].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.



Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notaria Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with notarial and his/her Community Tax Certificate No issued on at				
Witness my hand and seal this	_ day of [month] [year].			
	NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]			
Doc. No Page No Book No Series of				

BID SECURING DECLARATION FORM

		HE PHILIPPINES)) S.S.
X		x
		DECLARATION Insert Reference number]
To: [Insert n	name and	d address of the Procuring Entity]
I/We ² , the u	ndersigr	ned, declare that:
1.		understand that, according to your conditions, bids must be supported by Security, which may be in the form of a Bid-Securing Declaration.
2.	any c receip provi Decla procu bid so 69.1(accept that: (a) I/we will be automatically disqualified from bidding for contract with any procuring entity for a period of two (2) years upon of of your Blacklisting order; and, (b) I/we will pay the applicable fine ded under Section 6 of the Guidelines on the Use of Bid Securing aration, within fifteen (15) days from receipt of the written demand by the tring entity for the commission of acts resulting to the enforcement of the ecuring declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except f), of the IRR of RA 9184; without prejudice to other legal action the rement may undertake.
3.		understand that this Bid Securing Declaration shall cease to be valid on lowing circumstances:
	(a)	Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
	(b)	I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
	(c)	I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.
		S WHEREOF, I/We have hereunto set my/our hand/s this day of lace of execution] [Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant

 $^{^2}$ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

SUBSCRIBED AND SWORN to before me this day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no and his/her Community Tax Certificate No issued on at
Witness my hand and seal this day of [month] [year].
NAME OF NOTARY PUBLIC Serial No. of Commission Notary Public for until Roll of Attorneys No PTR No [date issued], [place issued] IBP No [date issued], [place issued]
Doc. No Page No Book No Series of

Bid Form

Invitation to B	Date:
To: [name and address of Procuring Entity]	
Gentlemen and/or Ladies:	
Having examined the Bidding Documents in numbers], the receipt of which is hereby duly acknowledge [supply/deliver/perform] [description of the Good Documents for the sum of [total Bid amount in word be ascertained in accordance with the Schedule of Pthis Bid.	nowledged, we, the undersigned, offer to s] in conformity with the said Bidding and figures] or such other sums as may
We undertake, if our Bid is accepted, to de delivery schedule specified in the Schedule of Requi	
If our Bid is accepted, we undertake to provamounts, and within the times specified in the Biddin	- · · · · · · · · · · · · · · · · · · ·
We agree to abide by this Bid for the Bid Va for ITB Clause Error! Reference source not found may be accepted at any time before the expiration of	L and it shall remain binding upon us and
Commissions or gratuities, if any, paid or to be and to contract execution if we are awarded the contract	· · ·
Name and address Amount and of agent Currency	Purpose of Commission or gratuity
(if none, state "None")	

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

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

³ If ADB, JICA and WB funded projects, use IFB.

⁴ Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause **Error! Reference source not found.** of the Bidding Documents.

We likewise certify/confirm that the undersigned, [for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of <u>Name of Bidder</u>, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>] [for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the <u>Name of Bidder</u>, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for <u>Name of Project</u> of the <u>Name of the Procuring Entity</u>].

	,	and every page of this Bid Form d for the rejection of our bid.	ı, includir
Dated this	day of	20	
[signature]	[in the capacity of]	
Duly authorized to sig	gn Bid for and on behalf of		

For Goods Offered From Abroad (Price Schedule)

Name of	Bidder			•						
Invitatio	n to Bid ⁵ Number			•						
	of									
<u> </u>										
1	2		3	4	5	6	7	8	9	10
Item	Description	Unit	Countr y of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)	Brand
		signature	1			[i	n the capacity	of]		
Duly aut	thorized to sign Bid for and o	on behalf	of							

⁵ If ADB, JICA and WB funded projects, use IFB.

⁴³

For Goods Offered From Within the Philippines (Price Schedule)

Name of Bidd	er	
Invitation to E	Bid ⁶ Number	
Page	of	

1	2		3	4	5	6	7	8	9	10	11
Item	Description	Unit	Country of origin	Quantit y	Unit price EXW per item	Transportation and Insurance and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)	Brand
1	LED Bulb, 80W, Ultra High Efficiency (E40)	pcs		8							
2	LED Bulb, 9W	pcs		60							
3	LED Bulb, 9W (E27)	pcs		5							
4	LED Downlights, High Power, 60W	pcs		15							
5	Flashlight, LED, Rechargeable	pcs		3							
6	LED Downlights, 12W, Super Thin, 100-250 VAC, 150mm, Cool White	pcs		32							
7	LED Downlights, 12W, Super Thin, 100-250 VAC, 150mm, Day White	pcs		133							

⁶ If ADB, JICA and WB funded projects, use IFB.

8	LED Tube T8 9-10W, 60cm	pcs	197				
	ballast-less						
9	LED Tube, 18W, Day Light	pcs	149				
	LED 120W, COB Street	pcs	43				
10	Light 12, 100 lumens, 100-						
	250 VAC, Warm White						
11	UPS Battery 7AH	pcs	6				
12	Contact Cleaner, electrical	cans	2				
13	Internet Wire Cat 5E	meters	150				
13	(outdoor)						
14	Penetrating Oil, 412ml	cans	18				
15	Rubber Tape	rolls	5				
16	Telephone Wire	meters	10				
17	Extension Cord 5m, 3 Gang	set	6				
18	Extension Cord 12m, 4	set	5				
16	Gang						

[signature]	[in the capacity of
Duly authorized to sign Bid for and on behalf of	

