PHILIPPINE COMPETITION COMMISSION
Ensuring businesses compete and consumers benefit

25/F Vertis North Corporate Center 1
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IFB-03

Invitation for Bids

Philippine Competition Commission
25/F Vertis North Corporate Center I
North Avenue, Quezon City 1105

Date:	10 October 2025
Loan No. and Title:	3878-PHI: Capacity Building to Foster Competition Project
Contract No. and Title:	OCB/OPI/37: Supply, Delivery, Installation, and Testing of ICT Infrastructure for the Integrated Financial Management Information System of the Philippine Competition Commission
Deadline for Submission of Bids:	13 November 2025, 12:00 pm (Philippine Standard Time)

1. The Republic of the Philippines has received financing from the Asian Development Bank (ADB) toward the cost of **Capacity Building to Foster Competition Project**, and it intends to apply part of the proceeds of this financing to payments under the contracts/lots named herein. Bidding is open to bidders from eligible source countries of ADB.

2. The **Philippine Competition Commission** ("the Purchaser") invites sealed bids from eligible bidders for the procurement of the following goods and related services:

   Lot 1: Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution

   Lot 2: Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment

3. Bidders may bid for one or several contracts/lots, as further defined in the Bidding Document. Bidders wishing to offer discounts in case they are awarded more than one contract/lot will be allowed to do so provided those discounts are included in the Bid Submission Sheet.

4. **National competitive bidding** will be conducted in accordance with ADB's Single-Stage: One-Envelope procedure and is open to all bidders from eligible countries as described in the Bidding Document.

5. Only eligible bidders meeting the following minimum qualification requirements should participate in the bidding:

   a. The Bidder/s should be an established IT company with three (3) years' experience in the (i) supply, delivery, installation, and testing of Hyperconverged Server Infrastructure and Backup Storage Solution, and (ii) supply, delivery, installation, testing, and commissioning of Network Security Equipment.

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b. Must submit certification of authorized distributorship / dealership / re-sellership from the distributor / manufacturer of the product/s offered.

c. Submit the list of identified certified engineers and/or technicians with **signed curriculum vitae with at least three (3) years of experience working in similar field of engagement.**

d. Should submit copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts. Similar contracts refer to:

   Lot 1 -
   i. Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure or any server related implementation (three satisfactory certificates and/or certificate of completion and acceptance must be submitted).

   ii. Supply, Delivery, Installation, and Testing of Backup Storage Solution or any related implementation (three satisfactory certificates and/or certificate of completion and acceptance must be submitted).

   Lot 2 - Supply, Delivery, Installation, and Commissioning of Network Security either hardware or cloud based related implementation (three satisfactory certificates and/or certificate of completion and acceptance must be submitted).

e. The Bidder shall submit with its Bid the following documents:
   i. Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives.

   ii. Valid Mayor's/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. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit.

   iii. Valid Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), and its Revenue Regulations No. 017-2024 prescribing the presentation of tax clearance prior to final settlement of government contracts.

   iv. Valid Certificate of PhilGEPS Registration under Platinum Membership.

   v. Written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution, or Notarized Secretary's Certificate, or Written Power of Attorney).

This document summarizes only a part of the requirements for information to the potential bidders. Bidders are requested to refer to the Bidding Document for the full range of criteria prior to submitting a bid. If there are any discrepancies between this Invitation for Bid and the Bidding Document, the Bidding Document shall prevail.

6. To obtain further information and inspect the Bidding Document, bidders should contact:

The Chairperson
PCC Bids and Awards Committee
Philippine Competition Commission
25/F Vertis North Corporate Center I
North Avenue, Quezon City, Philippines 1105

Attention: Isabelo Miguel V. Abano
Telephone: (+632) 8771 9722
E-mail: ivabano@phcc.gov.ph

7. To purchase the Bidding Documents in English, eligible bidders should write to the address above requesting the Bidding Document for Contract No.: OCB/OPI/37: Supply, Delivery, Installation, and Testing of ICT Infrastructure for the Integrated Financial Management Information System of the Philippine Competition Commission

8. Deliver your bid:

- to the following address:
  Philippine Competition Commission
  25/F Vertis North Corporate Center I
  North Avenue, Quezon City, Philippines 1105
- **on or before the deadline 13 November 2025, 12:00 p.m. (Philippine Standard Time),** and
- together with a Bid-Securing Declaration as described in the Bidding Document.

Late bids shall be rejected.

9. Bids will be opened immediately after the deadline for bid submission in the presence of bidders' representatives who choose to attend.

redacted

ATTY. JOSEPH MELVIN B. BASAS
Chairperson
PCC Bids and Awards Committee

redacted

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BIDDING DOCUMENT

Supply, Delivery, Installation, and Testing of ICT Infrastructure for the Integrated Financial Management Information System of the Philippine Competition Commission

Single-Stage: One-Envelope Bidding Procedure

Issued on:	**10 October 2025**
Invitation for Bids No.:	**IFB-03**
OCB No.:	**OCB/OPI/37**
Purchaser:	**Philippine Competition Commission**
Country:	**Philippines**

Preface

This Bidding Document for Procurement of Goods has been prepared by the Philippine Competition Commission and is based on the Standard Bidding Document for the Procurement of Goods issued by the Asian Development Bank dated December 2021

This document reflects the structure and the provisions of the Master Procurement Document for the Procurement of Goods, except where specific considerations within the Asian Development Bank have required a change.

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A. General

1. Scope of Bid

1.1 In connection with the Invitation for Bids (IFB) indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section 6 (Schedule of Supply). The name, identification, and number of lots of the open competitive bidding (OCB) are provided in the BDS.

1.2 Throughout this Bidding Document,

(a) the term "in writing" means communicated in written form and delivered against receipt;

(b) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and

(c) "day" means calendar day.

2. Source of Funds

2.1 The Borrower or Recipient (hereinafter called "Borrower") indicated in the BDS has applied for or received financing (hereinafter called "funds") from the Asian Development Bank (hereinafter called "ADB") toward the cost of the project named in the BDS. The Borrower intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.

2.2 Payments by ADB will be made only at the request of the Borrower and upon approval by ADB in accordance with the terms and conditions of the Financing Agreement between the Borrower and ADB (hereinafter called the Financing Agreement), and will be subject in all respects to the terms and conditions of that Financing Agreement. No party other than the Borrower shall derive any rights from the Financing Agreement or have any claim to the funds.

3. Fraud and Corruption

3.1 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and

(vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate[1] in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

[1] Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

(e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

3.2 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

(a) being available to be interviewed and replying fully and truthfully to all questions asked;

(b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;

(c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

(d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

(e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and

(f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.3 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.4 The Purchaser hereby puts the Bidder on notice that the Bidder or any Joint Venture partner of the Bidder (if any) may not be able to receive any payments under the Contract if the Bidder or any of its Joint Venture partners, as appropriate, is, or is owned (in whole or in part) by a person or entity subject to applicable sanctions.

3.5 Furthermore, Bidders shall be aware of the provision stated in Subclause 3.2 and Subclause 35.1 (a)(iii) of the General Conditions of Contract.

4. Eligible Bidders 4.1 A Bidder may be a natural person, private entity, or government-owned enterprise subject to ITB 4.5-or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture,

(a) all parties to the Joint Venture shall be jointly and severally liable; and

(b) the Joint Venture shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the Joint Venture during the bidding process and, in the event the Joint Venture is awarded the Contract, during contract execution.

4.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section 5 (Eligible Countries). A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract, including related services.

4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if any of, including but not limited to, the following apply:

(a) they have controlling shareholders in common; or

(b) they receive or have received any direct or indirect subsidy from any of them; or

(c) they have the same legal representative for purposes of this Bid; or

(d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to material information about or improperly influence the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or

(e) a Bidder participates in more than one bid in this bidding process, either individually or as a partner in a Joint Venture, except for alternative offers permitted under ITB 13. This will result in the disqualification of all Bids in which it is involved. However, subject to any finding of a conflict of interest in terms of ITB 4.3(a)–(d) above, this does not limit the participation of a Bidder as a subcontractor in another bid or of a firm as a subcontractor in more than one Bid; or

(f) a Bidder, Joint Venture partner, associates, parent company or any affiliated entity, participated as a consultant in the

preparation of the design or technical specifications of the goods and services that are the subject of the Bid; or

(g) a Bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the Purchaser or Borrower as Project Manager for the contract; or

(h) a Bidder would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the BDS ITB 2.1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(i) A Bidder that has a financial or familial relationship with staff of the Purchaser including project implementing/executing agency, or of a recipient of a part of the loan who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to ADB throughout the procurement process and execution of the contract.

4.4 A firm will not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy (see ITB 3), whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions. A bid from a temporarily suspended or debarred firm will be rejected and such bid may be in breach of debarment conditions, thereby subject to further ADB's investigation.

4.5 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

4.6 A Bidder shall not be under suspension from Bidding by the Purchaser as a result of the execution of a Bid–Securing Declaration.

4.7 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

4.8 Bidders shall be excluded if, by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person or entity in respect of goods or services originating in that country. Where the Borrower's country prohibits payments to a particular person or entity or for particular goods or services by such an act of compliance, that firm shall be excluded.

5. Eligible Goods and Related Services

5.1 All Goods and Related Services to be supplied under the Contract and financed by ADB, shall have their country of origin in eligible source

countries as defined in ITB 4.2, and all expenditures under the Contract will be limited to such Goods and Related Services.

5.2 For purposes of this clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, installation, commissioning, training, and initial maintenance.

5.3 The term “country of origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

5.4 The nationality of the firm that produces, assembles, distributes, or sells the goods shall not determine their origin.

B. Contents of Bidding Document

6. Sections of the Bidding Document

6.1 The Bidding Document consists of Parts I, II, and III, which include all the sections indicated below, and should be read in conjunction with any addenda issued in accordance with ITB 8.

PART I Bidding Procedures

- Section 1 Instructions to Bidders (ITB)
- Section 2 Bid Data Sheet (BDS)
- Section 3 Evaluation and Qualification Criteria (EQC)
- Section 4 Bidding Forms (BDF)
- Section 5 Eligible Countries (ELC)

PART II Supply Requirements

- Section 6 Schedule of Supply (SS)

PART III Conditions of Contract and Contract Forms

- Section 7 General Conditions of Contract (GCC)
- Section 8 Special Conditions of Contract (SCC)
- Section 9 Contract Forms (COF)

6.2 The IFB issued by the Purchaser is not part of the Bidding Document.

6.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the source stated by the Purchaser in the IFB.

6.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the Bidding Document, may result in the rejection of the Bid.

7. Clarification of Bidding Document

7.1 A prospective Bidder requiring any clarification on the Bidding Document shall contact the Purchaser in writing at the Purchaser’s address indicated in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than 10 days prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document in accordance with ITB 6.3, including a description of the inquiry but without identifying its source. Should the

Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 8 and ITB 24.2.

8. Amendment of Bidding Document

8.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.

8.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser in accordance with ITB 6.3.

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.

C. Preparation of Bids

9. Cost of Bidding

9.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

10. Language of Bid

10.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB 12, ITB 14, and ITB 15;

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB 21;

(c) alternative Bids, if permissible, in accordance with ITB 13;

(d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22;

(e) documentary evidence in accordance with ITB 16, establishing the Bidder's eligibility to bid;

(f) documentary evidence in accordance with ITB 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;

(g) documentary evidence in accordance with ITB 18 and ITB 31, that the Goods and Related Services conform to the Bidding Document;

(h) documentary evidence in accordance with ITB 19, establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and

(i) any other document required in the BDS.

12. Bid Submission Sheet and Price Schedules

12.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section 4 (Bidding Forms). This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section 4 (Bidding Forms) and as required in the BDS.

13. Alternative Bids

13.1 Unless otherwise indicated in the BDS, alternative Bids shall not be considered.

14. Bid Prices and Discounts

14.1 The prices and discounts quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified below.

14.2 All items in the Schedule of Supply must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the Price Schedule shall be assumed not to be included in the Bid, and provided that the Bid is substantially responsive, the corresponding adjustment shall be applied in accordance with ITB 32.3. Unit rates and prices for all items in the Schedule of Supply shall be expressed in positive values. If unit rates and prices are expressed in negative values, the bid will be rejected.

14.3 The price to be quoted in the Bid Submission Sheet shall be the total price of the Bid excluding any discounts offered. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the Bid.

14.4 The Bidder shall quote discounts and the methodology for their application in the Bid Submission Sheet.

14.5 The terms EXW, CIF, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids or as specified in the BDS.

14.6 Prices shall be quoted as specified in each Price Schedule included in Section 4 (Bidding Forms). The disaggregation of price components is required solely for the purpose of facilitating the comparison of Bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered

(a) for Goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory, or on the previously

imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf;

(ii) sales tax and all other taxes applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and

(iii) the total price for the item.

(b) for Goods offered from outside the Purchaser's country:

(i) the price of the goods quoted CIF (named port of destination), or CIP (border point), or CIP (named place of destination), in the Purchaser's country, as specified in the BDS;

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the BDS; and

(iii) the total price for the item.

(c) for Related Services whenever such are specified in the Schedule of Supply:

(i) the local currency cost component of each item comprising the Related Services; and

(ii) the foreign currency cost component of each item comprising the Related Services, inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country, payable on the Related Services, if the Contract is awarded to the Bidder.

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. If in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with Clause 15.2 of the General Conditions of Contract in Section 7, a Bid submitted with a fixed price will also be treated as nonresponsive and be rejected.

14.8 If so indicated pursuant to ITB 1.1, Bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price discount for the award of more than one Contract shall specify in their bid the price discount applicable to each package, or alternatively, to individual Contracts within the package. Price discounts shall be submitted in accordance with ITB 14.4, provided the bids for all lots are submitted and opened at the same time.

15. Currencies of Bid

15.1 Bid prices shall be quoted in the following currencies:

(a) Bidders may express their bid price in any freely convertible currency. If a Bidder wishes to be paid in a combination of

amounts in different currencies, it may quote its price accordingly.

(b) If some of the expenditures for the Related Services are to be incurred in the borrowing country, such expenditures should be expressed in the Bid and will be payable in the Purchaser's currency.

16. Documents Establishing the Eligibility of the Bidder

16.1 To establish their eligibility in accordance with ITB 4, Bidders shall

(a) complete the eligibility declarations in the Bid Submission Sheet, included in Section 4 (Bidding Forms); and

(b) if the Bidder is an existing or intended Joint Venture in accordance with ITB 4.1, submit a copy of the Joint Venture Agreement, or a letter of intent to enter into such an agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended Joint Venture, as appropriate.

17. Documents Establishing the Eligibility of the Goods and Related Services

17.1 To establish the eligibility of the Goods and Related Services, in accordance with ITB 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms included in Section 4 (Bidding Forms).

18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding Document

18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid documentary evidence that the Goods and Related Services conform to the requirements specified in Section 6 (Supply of Supply).

18.2 The documentary evidence may be in the form of literature, drawings, or data, and shall consist of a detailed item-by-item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section 6 (Schedule of Supply).

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in Section 6 (Schedule of Supply), are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section 6 (Schedule of Supply).

19. Documents Establishing the Qualifications of the Bidder

19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section 3 (Evaluation and Qualification Criteria).

19.2 If so required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section 4 (Bidding Forms) to

demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's country.

19.3 If so required in the BDS, a Bidder that does not conduct business within the Purchaser's country shall submit evidence that it will be represented by an agent in the country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

20. Period of Validity of Bids

20.1 Bids shall remain valid for the bid validity period specified in the BDS. The bid validity period starts from the date fixed for the bid submission deadline date prescribed by the Purchaser in accordance with ITB 24.1. A Bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended 28 days beyond the deadline of the extended bid validity period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

21. Bid Security/ Bid-Securing Declaration

21.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid, in original form, either a Bid-Securing Declaration or a bid security as specified in the BDS. In the case of a bid security, the amount and currency shall be as specified in the BDS.

21.2 If a Bid-Securing Declaration is required pursuant to ITB 21.1, it shall use the form included in Section 4 (Bidding Forms). The Purchaser will declare a Bidder ineligible to be awarded a Contract for a specified period of time, as indicated in the BDS, if a Bid-Securing Declaration is executed.

21.3 If a bid security is specified pursuant to ITB 21.1, the bid security shall be, at the Bidder's option, in any of the following forms:

(a) an unconditional bank guarantee (hard copy of the bank guarantee or in the form of SWIFT message MT760), or

(b) an irrevocable letter of credit, or

(c) a cashier's or certified check.

all from a reputable source from an eligible country as described in Section 5 (Eligible Countries). In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form included in Section 4 (Bidding Forms), or another form acceptable to the Purchaser. The form must include the complete name of the Bidder. The bid security shall be valid for 28 days beyond the original validity period of the bid, or beyond any period of extension if requested under ITB 20.2.

21.4 Unless otherwise specified in the BDS, any bid not accompanied by a substantially compliant bid security or Bid-Securing Declaration, if one is required in accordance with ITB 21.1, shall be rejected by the Purchaser as nonresponsive.

21.5 If a bid security is specified pursuant to ITB 21.1, the bid security of unsuccessful Bidders shall be returned promptly upon the successful Bidder's furnishing of the performance security pursuant to ITB 45.

21.6 If a bid security is specified pursuant to ITB 21.1, the bid security of the successful Bidder shall be returned promptly once the successful Bidder has signed the Contract Agreement and furnished the required performance security.

21.7 The bid security may be forfeited or the Bid-Securing Declaration executed, if

(a) notwithstanding ITB 26.3, a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Sheet, except as provided in ITB 20.2; or

(b) the successful Bidder fails to

(i) sign the Contract Agreement in accordance with ITB 44;

(ii) furnish a performance security in accordance with ITB 45; or

(iii) accept the arithmetical corrections of its bid in accordance with ITB 33.

21.8 If the bid security is required as per ITB 21.1, the bid security of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the bid security shall be in the name of any or all of the Joint Venture partners. If the Bid-Securing Declaration is required as per ITB 21.1, the Bid-Securing Declaration of a Joint Venture shall be in the name of the Joint Venture that submits the Bid. If the Joint Venture has not been legally constituted at the time of bidding, the Bid-Securing Declaration shall be in the names of all future partners as named in the letter of intent mentioned in ITB 4.1.

22. Format and Signing of Bid

22.1 The Bidder shall prepare one original set of the documents comprising the Bid as described in ITB 11 and clearly mark it "ORIGINAL." Alternative bids, if permitted in accordance with ITB 13, shall be clearly marked "ALTERNATIVE". In addition, the Bidder shall submit copies of the bid, in the number specified in the BDS and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. If a Bidder submits a deficient authorization, the Bid shall not be rejected in the first instance. The Purchaser shall request the Bidder to submit an acceptable authorization within the number of days as specified in the BDS. Failure

to provide an acceptable authorization within the period stated in the Purchaser's request shall cause the rejection of the Bid. If either the Bid Submission Sheet or the Bid-Securing Declaration (if applicable) is not signed, the Bid shall be rejected.

22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.

D. Submission and Opening of Bids

23. Sealing and Marking of Bids

23.1 Bidders shall submit their Bids as specified in the BDS. Procedures for submission, sealing and marking are as follows:

(a) Bidders submitting Bids by mail or by hand shall enclose the original and each copy of the Bid, including alternative Bids, if permitted in accordance with ITB 13, in separate sealed envelopes, duly marking the envelopes as "ORIGINAL", "ALTERNATIVE" and "COPY." These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.2 and ITB 23.3.

(b) Bidders submitting Bids electronically shall follow the electronic bid submission procedures specified in the BDS.

23.2 The inner and outer envelopes shall

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB 24.1;

(c) bear the specific identification of this bidding process pursuant to ITB 1.1 and any additional identification marks as specified in the BDS; and

(d) bear a warning not to open before the time and date for bid opening, in accordance with ITB 27.1.

23.3 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

24. Deadline for Submission of Bids

24.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.

24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

25. Late Bids

25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 24. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

26. Withdrawal, Substitution, and Modification of Bids

26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except for withdrawal notices, which do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be

(a) prepared and submitted in accordance with ITB 22 and ITB 23 (except for withdrawal notices, which do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," "MODIFICATION;" and

(b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24.

26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.

26.3 No Bid may be withdrawn, substituted, or modified 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 Bid Submission Sheet or any extension thereof.

27. Bid Opening

27.1 The Purchaser shall open the Bids in public at the address, on the date, and time specified in the BDS in the presence of Bidders` designated representatives and anyone who chooses to attend. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as specified in the BDS.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened, read out, and recorded, and the envelope containing the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened, read out, recorded, and exchanged for the corresponding Bid being substituted. The substituted Bid shall not be opened, but returned unopened to the Bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out and recorded at bid opening. Envelopes marked "MODIFICATION" shall be opened, read out, and recorded with the corresponding Bid. No bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), discounts, and alternative offers; the presence of a bid security or a Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be considered for evaluation. Unless otherwise specified in the BDS, all pages of the Bid Submission Sheet and Price Schedules are to be initialed by at least three representatives of the Purchaser attending

the bid opening. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.

27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, any discounts, and alternative offers if they were permitted; and the presence or absence of a bid security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids on time, and posted online if electronic bidding was permitted.

E. Evaluation and Comparison of Bids

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison, and postqualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until the publication of Contract award.

28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and postqualification of the Bids or Contract award decisions may result in the rejection of its Bid.

28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.

29. Clarification of Bids

29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.

29.2 If a Bidder does not provide clarifications on its Bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.

30. Deviations, Reservations, and Omissions

30.1 During the evaluation of Bids, the following definitions apply:

(a) "Deviation" is a departure from the requirements specified in the Bidding Document;

(b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Bidding Document; and

(c) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Document.

31. Determination of Responsiveness

31.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in ITB 11.

31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,

(a) if accepted, would

(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section 6 (Schedule of Supply); or

(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights or the Bidder's obligations under the proposed Contract; or

(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.

31.3 The Purchaser shall examine the technical aspects of the Bid in particular, to confirm that all requirements of Section 6 (Schedule of Supply) have been met without any material deviation, reservation, or omission.

31.4 If a Bid is not substantially responsive to the requirements of the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

32. Nonmaterial Nonconformities

32.1 Provided that a Bid is substantially responsive, the Purchaser may waive nonconformities in the bid that do not constitute a material deviation, reservation, or omission.

32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify quantifiable nonmaterial nonconformities or omissions related to the Bid Price. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section 3 (Evaluation and Qualification Criteria).

33. Correction of Arithmetical Errors

33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious

misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected, and its bid security may be forfeited, or its Bid-Securing Declaration executed.

34. Conversion to Single Currency

34.1 For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted into a single currency as specified in the BDS.

35. Domestic Preference

35.1 Unless otherwise specified in the BDS, domestic preference shall not apply.

36. Evaluation and Comparison of Bids

36.1 The Purchaser shall use the criteria and methodologies indicated in this clause. No other criteria or methodologies shall be permitted.

36.2 To evaluate a Bid, the Purchaser shall consider the following:

(a) the bid price as quoted in accordance with ITB 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB 33.1;

(c) price adjustment due to discounts offered in accordance with ITB 14.4;

(d) adjustment for nonmaterial nonconformities in accordance with ITB 32.3:

(e) assessment whether the bid is abnormally low in accordance with ITB 37; and

(f) price adjustment due to application of the evaluation criteria specified in Section 3 (Evaluation and Qualification Criteria). These criteria may include factors related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services which shall be expressed to the extent practicable in monetary terms to facilitate comparison of bids unless otherwise specified in Section 3; and

(g) converting the amount resulting from applying (a) to (c) above, if relevant, to a single currency in accordance with ITB 34.

36.3 The Purchaser's evaluation of a bid will exclude and not take into account,

(a) in the case of Goods offered from within the Purchaser's country, all sales tax and all other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder;

(b) in the case of Goods offered from outside the Purchaser's country, all customs duties, sales tax, and other taxes, applicable in the Purchaser's country and payable on the Goods if the Contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of performance of the Contract, if provided in the Bid.

36.4 If the Bidding Document allows Bidders to quote separate prices for different lots (contracts), and the award to a single Bidder of multiple lots (contracts), the methodology to determine the lowest evaluated price of the lot (contract) combinations, including any discounts offered in the Bid Submission Sheet, is specified in Section 3 (Evaluation and Qualification Criteria).

36.5 The Purchaser shall compare all substantially responsive Bids to determine the lowest evaluated bid, in accordance with ITB 36.2.

37. Abnormally Low Bids

37.1 An abnormally low bid is one where the bid price, in combination with other elements of the bid, appears to be so low that it raises concerns as to the capability of the Bidder to perform the contract for the offered bid price.

37.2 When the offered bid price appears to be abnormally low, the Purchaser shall undertake a three-step review process as follows:

(a) identify abnormally low costs and unit rates by comparing them with the engineer's estimates, other substantially responsive bids, or recently awarded similar contracts;

(b) clarify and analyze the bidder's resource inputs and pricing, including overheads, contingencies and profit margins; and

(c) decide whether to accept or reject the bid.

37.3 With regard to ITB 37.2 (b) above, the Purchaser will seek a written explanation from the bidder of the reasons for the offered bid price, including a detailed analysis of costs and unit prices, by reference to the scope, proposed methodology, schedule, and allocation of risks and responsibilities. This may also include information regarding the economy of the manufacturing process; the services to be provided, or the construction method to be used; the technical solutions to be adopted; and any exceptionally favorable conditions available to the bidder for the goods or services proposed.

37.4 After examining the explanation given and the detailed price analyses presented by the bidder, the Purchaser may:

(a) accept the bid, if the evidence provided satisfactorily accounts for the low bid price and costs, in which case the bid is not considered abnormally low;

(b) accept the bid, but require that the amount of the performance security be increased at the expense of the bidder to a level sufficient to protect

the Purchaser against financial loss. The amount of the performance security shall generally be not more than 20% of the contract price; or

(c) reject the bid if the evidence provided does not satisfactorily account for the low bid price, and make a similar determination for the next lowest evaluated bid, if required

38. Post-qualification of the Bidder

38.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.

38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19. Unless permitted in the BDS, the determination shall not take into consideration the qualifications of other firms such as the Bidder's subsidiaries, parent entities, or affiliates.

38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. The Purchaser reserves the right to reject the bid of any bidder found to be in circumstances described in GCC 35.2. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

39. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids

39.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders. In case of annulment, all Bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

40. Notice of Intention for Award of Contract

40.1 If Standstill provisions apply as specified in the BDS, the standstill period shall be defined in the BDS to specify the duration subsequent to notification of intention for award of contract (before making the actual contract award) within which any unsuccessful bidder can challenge the proposed award.

F. Award of Contract

41. Award Criteria

41.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined, in line with ITB 36 to ITB 38 above, to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

42. Purchaser's Right to Vary Quantities at Time of Award

42.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section 6 (Schedule of Supply), provided this does not exceed the percentages indicated in the BDS, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.

43. Notification of Award

43.1 Prior to the expiration of the period of bid validity and upon expiry of the standstill period specified in ITB 40.1, or upon satisfactory resolution of a complaint filed within standstill period, if applicable, the Purchaser shall transmit the Notification of Award using the form included in Section 9 (Contract Forms) to the successful Bidder, in writing, that its Bid has been accepted. At the same time, the Purchaser also notify all other Bidders of the results of the bidding.

43.2 Unless standstill period applies, upon notification of award, unsuccessful Bidders may request in writing to the Purchaser for a debriefing seeking explanations on the grounds on which their Bids were not selected. The Purchaser shall promptly respond in writing and/or in a debriefing meeting to any unsuccessful Bidder who, after publication of contract award, requests a debriefing.

43.3 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

43.4 Within 2 weeks of the award of contract or expiry of the standstill period, where such period applies, or, if a complaint has been filed within the standstill period, upon receipt of ADB's confirmation of satisfactory resolution of the complaint, the Borrower shall publish in an English language newspaper or well-known freely accessible website the results identifying the Bid and lot or package numbers as applicable and the following information:

(a) name of each Bidder who submitted a Bid;

(b) bid prices as read out at bid opening;

(c) name and evaluated prices of each Bid that was evaluated;

(d) name of Bidders whose Bids were rejected and the reasons for their rejection; and

(e) name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded.

44. Signing of Contract

44.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Contract Agreement.

44.2 Within 28 days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.

45. Performance Security

45.1 Within 28 days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, subject to ITB 37, using for that purpose the Performance Security Form included in Section 9 (Contract Forms), or another form acceptable to the Purchaser. If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

45.2 Failure of the successful Bidder to submit the abovementioned performance security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security or execution of the Bid-Securing Declaration. In that event,

the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

46. Bidding-Related Complaints

46.1 The procedures for dealing with Bidding-Related Complaints arising out of this bidding process are specified in the BDS.

Section 2: Bid Data Sheet

A. General	
ITB 1.1	The number of the Invitation for Bids (IFB) is: **IFB-03**
ITB 1.1	The Purchaser is: **Philippine Competition Commission**
ITB 1.1	The name of the open competitive bidding (OCB) is: **Supply, Delivery, Installation and Testing of ICT Infrastructure for the Integrated Financial Management Information System of the Philippine Competition Commission.** The identification number of the OCB is: **OCB/OPI/37** The number and identification of lots comprising this OCB is: **Two (2)** i. Lot 1: Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution ii. Lot 2: Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment The Goods and Related Services are grouped in lots. **Bidders shall have the option of submitting Bids for one lot or all of the lots.** Lots shall not be further subdivided for the purpose of bidding.
ITB 2.1	The Borrower is: **Government of the Republic of the Philippines**
ITB 2.1	The name of the Project is: **Capacity Building to Foster Competition Project**
B. Contents of Bidding Document	
ITB 7.1	For **clarification purposes** only, the Purchaser's address is: Attention: **The Chairperson, PCC Bids and Awards Committee (PBAC)** Street address: **North Avenue** Floor/Room number: **25/F Vertis North Corporate Center I** City: **Quezon City** ZIP code: **1105** Country: **Republic of the Philippines** Attention: **Isabelo Miguel V. Abano** Telephone: **(+632) 8771 9722** E-mail: **ivabano@phcc.gov.ph**
ITB 7.2	An online pre-bid conference shall be conducted on **22 October 2025, Tuesday, 1:30 p.m. at PCC/Board Room and through Microsoft Teams Teleconference**

	to clarify issues and to answer questions on the Bidding Document. The Bidder's designated representative is invited to attend the pre-bid conference.
C. Preparation of Bids	
ITB 10.1	The language of the Bid is: **English**
ITB 11.1 (i)	The Bidder shall submit with its Bid the following documents: (a) Registration certificate from SEC, Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives. (b) Valid Mayor's/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. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit. (c) Valid Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), and its Revenue Regulations No. 017-2024 prescribing the presentation of tax clearance prior to final settlement of government contracts. (d) Valid Certificate of PhilGEPS Registration under Platinum Membership. (e) Written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution, or Notarized Secretary's Certificate, or Written Power of Attorney). *In addition to the items (a) to (e) mentioned above, the Bidder shall also submit the following documents:* (f) Proof that the company is duly established in the Philippines with at least three (3) years of experience in the (i) supply, delivery, installation, and testing of Hyperconverged Server Infrastructure and Backup Storage Solution, and (ii) supply, delivery, installation, testing, and commissioning of Network Security Equipment. (g) Certification of authorized distributorship/ dealership/ re-sellership from the distributor/manufacturer of the product/s offered. (h) List of identified certified engineers and/or technicians with **signed curriculum vitae with at least three (3) years of experience working in similar field of engagement**. (i) Copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients for the last five (5) years, with similar contracts[1]. Similar contracts refer to: Lot 1 - i. Supply, Delivery, Installation, and Testing of Hyperconverged Server

[1] Refer to 2.2.1 Contractual Experience of Section 3. Evaluation and Qualification Criteria.

	Infrastructure or any server related implementation (three satisfactory certificates and/or certificate of completion and acceptance must be submitted). ii. Supply, Delivery, Installation, and Testing of Backup Storage Solution or any related implementation (three satisfactory certificates and/or certificate of completion and acceptance must be submitted). Lot 2 - Supply, Delivery, Installation, and Commissioning of Network Security Equipment either hardware or cloud based related implementation (three satisfactory certificates and/or certificate of completion and acceptance must be submitted).. (j) Copies of (i) successful completion as main supplier within the last five (5) years of at least three (3) contracts each valued at 80% of the estimated cost of the contract being procured for each lot; and (ii) a minimum average annual turnover for each lot from all goods and related services over the last three years equal to 100% of the estimated cost of the contract being procured.[2]
ITB 12.2	The units and rates in figures entered into the Price Schedules should be typewritten or if written by hand, must be in print form**. Price Schedules not presented accordingly may be considered nonresponsive.**
ITB 13.1	Alternative Bids **are not** permitted.
ITB 14.5	The Incoterms edition shall be **the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids**.
ITB 14.6 (b) (i)	For Goods offered from outside the Purchaser's country, the Bidder shall quote prices using the following Incoterms: **CIF Manila**
ITB 14.6 (b) (ii)	In addition to the above, the Bidder shall quote prices for Goods offered from outside the Purchaser's country using the following Incoterms: **FOB Manila**
ITB 14.7	The prices quoted by the Bidder **are not** adjustable.
ITB 14.8	Prices quoted for each lot shall correspond to **100%** of the items specified for each lot. Prices quoted for each item of a lot shall correspond to **100%** of the quantities specified for this item of a lot.
ITB 19.2	The Bidder is required to submit documentation to substantiate that it is an authorized dealer, distributor or reseller by the manufacturer or producer of the Goods being procured.
ITB 19.3	The Bidder **is** required to include with its bid, evidence that it will be represented by an Agent in the Purchaser's country equipped and able to carry out the

[2] Refer to 2.2.1 Contractual Experience and 2.3.2 Size of Operation (Average Annual Turnover) of Section 3. Evaluation and Qualification Criteria.

	Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.
ITB 20.1	The bid validity period shall be **90** days.
ITB 21.1	The Bidder **shall furnish** a **Bid-Securing Declaration**.
ITB 21.2	The ineligibility period will be **two (2)** years.
ITB 21.4	Subject to the succeeding sentences, **any bid not accompanied by Bid-Securing Declaration shall be rejected by the Purchaser as nonresponsive**. If a Bidder submits a Bid-Securing Declaration that (i) deviates in form, content , and/or period of validity or (ii) does not provide sufficient identification of the Bidder (including, without limitation, failure to indicate the name of the Joint Venture or, where the Joint Venture has not yet been constituted, the names of all future Joint Venture Partners), the Purchaser shall request the Bidder to submit a compliant Bid-Securing Declaration within **three (3) days** of receiving such a request. Failure to provide a compliant Bid-Securing Declaration within the prescribed period of receiving such a request shall cause the rejection of the Bid.
ITB 22.1	In addition to the original Bid, the number of copies is: **One (1)**
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of an organizational document, board resolution or its equivalent, or power of attorney specifying the representative's authority to sign the Bid on behalf of, and to legally bind, the Bidder. If the Bidder is an intended or an existing joint venture, the power of attorney should be signed by all partners and specify the authority of the named representative of the joint venture to sign on behalf of, and legally bind, the intended or existing joint venture. If the joint venture has not yet been formed, also include evidence from all proposed joint venture partners of their intent to enter into a joint venture in the event of a contract award in accordance with ITB 16.1 (b).
ITB 22.2	The Bidder shall submit an acceptable authorization within **three (3) days**.
D. Submission and Opening of Bids	
ITB 23.1	Bidders **shall not** have the option of submitting their bids electronically.
ITB 23.1 (b)	If Bidders shall have the option of submitting their bids electronically, the electronic bidding submission procedures shall be as follows: **not applicable**
ITB 23.2 (c)	The additional identification marks are: **OCB/OPI/37: Supply, Delivery, Installation, and Testing of ICT Infrastructure for the Integrated Financial Management Information System of the Philippine Competition Commission** **DO NOT OPEN BEFORE 2:00 p.m. (Philippine Standard Time), 13 November 2025.**
ITB 24.1	For **bid submission purposes** only, the Purchaser's address is: **The Chairperson, PCC PBAC** Street address: **North Avenue** Floor/Room number: **25/F Vertis North Corporate Center I** City**: Quezon City**

	ZIP code: **1105** Country: **Philippines** Attention: **Isabelo Miguel V. Abano, BAC Secretariat** Mobile: **(+632) 8771 9722** E-mail: **ivabano@phcc.gov.ph**
ITB 24.1	**The deadline for bid submission is:** Date: **13 November 2025** Time: **12:00 p.m. (Philippine Standard Time)**
ITB 27.1	**The bid opening shall take place at:** Street address: **North Avenue** Floor/Room number: **25/F Vertis North Corporate Center I** City: **Quezon City** Country: **Philippines** and online: **Through Microsoft Teams Teleconference** Date: **13 November 2025** Time: **Immediately after the deadline for bid submission.**
ITB 27.1	The electronic bid opening procedure shall be as follows: **not applicable**
ITB 27.3	The Bid Submission Sheet and Price Schedules shall be initialed by **at least three (3)** representatives of the Purchaser attending Bid opening.
E. Evaluation and Comparison of Bids	
ITB 34.1	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Philippine Peso** The source of the selling exchange rate shall be the **Bangko Sentral ng Pilipinas**. The date for the selling exchange rate shall be the **date of the deadline for submission of bids.**
ITB 35.1	Domestic preference shall **not** apply.
ITB 38.2	The qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors **shall be** permitted. The Bidder shall provide the Affiliate Company Guarantee Form included in Section 4 (Bidding Forms) filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Purchaser in determining its qualifications."
ITB 40.1	**Standstill provisions shall not apply.**
F. Award of Contract	
ITB 42.1	The maximum percentage by which quantities may be increased is **15%**. The maximum percentage by which quantities may be decreased is **15%.**

B 46.1	The procedures for Bidding-Related Complaints are referenced in the Procurement Regulations for ADB Borrowers (Appendix 7). The Bidder should submit its complaint following these procedures, in writing, to: For the attention: **Atty. Joseph Melvin B. Basas** Title/position: **Chairperson, PCC Bids and Awards Committee** Purchaser: **Philippine Competition Commission** E-mail address**: jbbasas@phcc.gov.ph**

Section 3: Evaluation and Qualification Criteria

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1. Evaluation Criteria

1.1 Technical Criteria

The cost of all quantifiable deviations or deficiencies from the technical requirements as specified in Section 6 (Schedule of Supply) shall be evaluated. The Purchaser will make its own assessment of the cost of these deviations or deficiencies for the purpose of ensuring fair comparison of Bids.

1.2 Domestic Preference

Domestic preference **shall not** apply:

1.3 Economic Criteria

1.3.1 Adjustment for Scope

1.3.1.1 Local Handling and Inland Transportation

Costs for inland transportation, insurance, and other incidental costs for delivery of the goods from the EXW premises, or port of entry, or border point to Project Site as defined in Section 6 (Schedule of Supply), shall be quoted in the Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country provided In Section 4 (Bidding Forms). These costs will be taken into account during bid evaluation. If a Bidder fails to include such costs in its Bid, then these costs will be estimated by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, or other appropriate sources, and added to EXW or CIF or CIP price.

1.3.1.2 Minor Omissions or Missing Items

Pursuant to ITB 32.3, the cost of all quantifiable nonmaterial nonconformities or omissions from the contractual and commercial conditions shall be evaluated. The Purchaser will make its own assessment of the cost of any nonmaterial nonconformities and omissions for the purpose of ensuring fair comparison of Bids.

1.3.2 Adjustment for Deviations from the Terms of Payment

Deviations from the Terms of Payment as specified in SCC 16.1 are **not** permitted.

1.3.3 Adjustment for Deviations in the Delivery and Completion Schedule

The Goods covered by this bidding process are required to be delivered in accordance with, and completed within, the Delivery and Completion Schedule specified in Section 6 (Schedule of Supply). No credit will be given for earlier completion. Bids offering late contract performance schedules will be accepted but the Bids shall be adjusted in the evaluation by adding to the Bid Price at the rate of 1% of the Bid Price for each day of delay. Bids offering delivery schedules beyond 10 days of the date specified in Section 6 (Schedule of Supply), shall be rejected.

1.3.4 Operation and Maintenance (O&M) Costs

Not Applied.

1.3.5 Spare Parts

The list of items and quantities of spare parts, tools, major assemblies, and selected components, likely to be required during the initial period of operation is indicated in Section 6 (Schedule of Supply). The total cost of these items at the unit prices quoted in each Bid shall be added to the Bid Price.

1.3.6 Performance and Productivity of the Goods

Not Applied.

1.4 Multiple Lots (Contracts)

Goods are grouped in lots. The Purchaser will evaluate and compare Bids on the basis of a lot, or a combination of lots, or as a total of lots to arrive at the least cost combination for the Purchaser by taking into account discounts offered by Bidders in case of award of multiple contracts.

2. Qualification Criteria

Contract Type A: Off-the-Shelf Items

2.1 Eligibility

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
2.1.1 Nationality					
Nationality in accordance with ITB 4.2.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
2.1.2 Conflict of Interest					
No conflicts of interest in accordance with ITB 4.3.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
2.1.3 ADB Eligibility					
Not having been declared ineligible by ADB, as described in ITB 4.4.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet
2.1.4 Government-Owned Enterprise					
Bidder required to meet conditions of ITB 4.5.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet; Forms ELI – 1 and ELI - 2
2.1.5 United Nations Eligibility					
Not having been excluded by an act of compliance with a United Nations Security Council resolution in accordance with ITB 4.8.	Must meet requirement	Must meet requirement	Must meet requirement	Not applicable	Bid Submission Sheet

2.2 Experience and Technical Capacity

2.2.1 Contractual Experience

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Successful completion as main supplier within the last five (5) years, of at least three (3) contracts each valued at[1]: (a) ₱16,000,000 for Lot 1 (b) ₱4,000,000 for Lot 2 with nature, and complexity similar to the scope of supply described in Section 6 (Schedule of Supply).	Must meet requirement	Must meet requirement	Not applicable	Not applicable	Form EXP – 1[a]

[a] *In addition to the submission of Form EXP-1, the Bidder shall provide the Signed Contract Agreement.*

[1] 80% of the estimated value of the contract (ABC).

2.3 Financial Situation

2.3.1 Historical Financial Performance

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Submission of audited financial statements or, if not required by the law of the Bidder's country, other financial statements acceptable to the Purchaser, for the last three (3) years to demonstrate the current soundness of the Bidder's financial position. As a minimum, the Bidder's net worth for the last year calculated as the difference between total assets and total liabilities should be positive.	Must meet requirement	Not applicable	Must meet requirement	Not applicable	Form FIN – 1

2.3.2 Size of Operation (Average Annual Turnover)

Criteria	Compliance Requirements				Documents
Requirement	Single Entity	Joint Venture			Submission Requirements
		All Partners Combined	Each Partner	One Partner	
Minimum average annual turnover[2] of: (a) ₱20,000,000 for Lot 1 (b) ₱5,000,000 for Lot 2 calculated as total payments received by the Bidder for contracts completed or under execution over the last three (3) years.	Must meet requirement	Must meet requirement	Must meet 25% of the requirement	Must meet 40% of the requirement	Form FIN – 2

[2] 100% of the estimated value of the contract (ABC).

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Bid Submission Sheet

- Note -

The Bidder must accomplish the Bid Submission Sheet on its letterhead clearly showing the Bidder's complete name and address.

Date:
Open Competitive Bidding (OCB) No.: **OPI/37**
Invitation for Bid (IFB) No: IFB-**03**

To: **Philippine Competition Commission**

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders (ITB) 8.

(b) We acknowledge that we have read and understand ADB's Anticorruption Policy (1998) and Integrity Principles and Guidelines (2015), both as amended from time to time.

(c) We offer to supply in conformity with the Bidding Documents and in accordance with the delivery schedule specified in Section 6 (Schedule of Supply), the following Goods and Related Services:

i. Lot 1: Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution

ii. Lot 2: Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment

(d) The total price of our Bid, excluding any discounts offered in item (d) below, is

[amount of foreign currency in words], [amount in figures], and [amount of local currency in words], [amount in figures]

The total bid price from the price schedules should be entered by the bidder inside this box. Absence of the total bid price in the Bid Submission Sheet may result in the rejection of the bid.

(e) The discounts offered and the methodology for their application are as follows:

Discounts: If our Bid is accepted, the following discounts shall apply: [*specify in detail each discount offered and the specific item of the Schedule of Supply to which it applies*]

Methodology of Application of the Discounts: The discounts shall be applied using the following method: [*specify in detail the method that shall be used to apply the discounts*]

(f) Our Bid shall be valid for a period of **90 days** starts from the date fixed for the bid submission deadline in accordance with ITB 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

(g) If our Bid is accepted, we commit to obtain a **Performance Security** in accordance with the Bidding Documents.

(h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from eligible countries in accordance with ITB 4.2.

(i) We, our directors, key officers, key personnel, including any subcontractors, consultants, subconsultants, manufacturers, service providers or suppliers for any part of the contract, do not have any conflict of interest in accordance with ITB 4.3.

If there is any conflict of interest, please state details:

(i) Parties involved in the conflict of interest: _____
(ii) Details about the conflict of interest: _____

(j) We are not participating, as a Bidder, either individually or as partner in a Joint Venture, in more than one Bid in this bidding process in accordance with ITB 4.3(e), other than alternative offers in accordance with the Bidding Documents.

(k) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not subject to, or not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Asian Development Bank; or a debarment imposed by the Asian Development Bank in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the Asian Development Bank and other development banks.[1]

(l) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract, are not under ongoing investigation and/or sanctions proceedings by the Asian Development Bank or any multilateral development bank.

If under ongoing investigation and/or sanction proceedings by the Asian Development Bank or any multilateral development bank, please state details:

(i) Name of the multilateral development bank: _____
(ii) Reason for the ongoing investigation/allegations: _____

(m) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the Contract, are not temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency.

If so temporarily suspended, debarred, declared ineligible, or subject to any national and/or international sanctions by any country, any international organization, any multilateral development bank and other donor agency, please state details (as applicable to each Joint Venture partner, their respective direct or indirect shareholders, directors, key officers, key personnel, associate, parent company, affiliate, subsidiaries, Subcontractors, consultants, subconsultants, manufacturers, service providers and/or Suppliers):

[1] These institutions include African Development Bank, European Bank for Reconstruction and Development (EBRD), Inter-American Development Bank (IADB), and the World Bank Group. According to paragraph 9 of the Agreement, other international financial institutions may join upon the consent of all Participating Institutions and signature of a Letter of Adherence by the international financial institution substantially in the form provided (Annex B to the Agreement). Upon adherence, such international financial institution shall become a Participating Institution for purposes of the Agreement. Bidders are advised to check www.adb.org/integrity for updates.

(i) Name of Institution: _____
(ii) Period of the temporary suspension, debarment, ineligibility, or national or international sanction [*start and end date*]: _____
(iii) Reason for the temporary suspension, debarment, ineligibility, or national or international sanction: _____

(n) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries', including any Subcontractors, consultants, subconsultants, manufacturers, service providers, Suppliers, key officers, directors and key personnel have never been charged or convicted with any criminal offense (including felonies but excluding misdemeanors) or infractions and/or violations of ordinance; nor charged or found liable in any civil or administrative proceedings in the last 10 years; or undergoing investigation for such, or subject to any criminal, civil or administrative orders, monitorship or enforcement actions.

If so charged, convicted/found liable, under ongoing investigation, or subject to orders, monitorship or enforcement actions, please state details:

(i) Nature of the offense, violation, proceedings, investigation, and/or monitorship or enforcement actions: _____
(ii) Court, area of jurisdiction and/or the enforcement agency: _____
(iii) Resolution [*i.e. dismissed; settled; or convicted/duration of penalty*]: _____
(iv) Other relevant details [*please specify*]: _____

(o) Our firm, Joint Venture partners, our respective direct and indirect shareholders, directors, key officers, key personnel, associates, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, can make and receive electronic fund transfer payments through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer.

If unable to make or receive funds through the international banking system or otherwise discharge the Purchaser's obligation upon initiation of wire transfer, please state the details:

(i) Nature of the restriction: _____
(ii) Jurisdiction of the restriction: _____
(iii) Other relevant details: _____

(p) Our firm, Joint Venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers, key officers, directors and key personnel are not from a country which is prohibited to export goods or services to, or receive any payments from the Purchaser's country and/or are not prohibited to receive payments for particular goods or services by the Purchaser's country by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

(q) We understand that it is our obligation to notify the Purchaser of any changes in connection with the matters described in paragraphs (i), (k), (l), (m), (n), (o), (p) and (t) of this Bid Submission Sheet.

(r) [We are not a government-owned enterprise] / [We are a government-owned enterprise but meet the requirements of ITB 4.5].[2]

[2] Use one of the two options as appropriate.

(s) We have not been suspended nor declared ineligible by the Purchaser based on execution of a Bid-Securing Declaration in accordance with ITB 4.6.

(t) We have paid, or intend to pay, either directly or indirectly, the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [3]

Name of Recipient	Address	Reason	Amount

(u) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(v) We understand that you are not bound to accept the lowest evaluated Bid or any other Bid that you may receive.

(w) At any time following submission of our Bid, We shall permit, and shall cause our Joint Venture partners, directors, key officers, key personnel, associates, parent company, affiliates or subsidiaries, including any Subcontractors, consultants, subconsultants, manufacturers, service providers or Suppliers for any part of the contract to permit ADB or its representative to inspect our site, assets, accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by ADB. We understand that failure of this obligation may constitute obstructive practice that may result in debarment and/or contract termination.

(x) Regardless of whether the contract will be awarded to us, we shall preserve all accounts, records and other documents related to bid submission for at least 3 years from the date of submission of the bid or the period prescribed in applicable law, whichever is longer.

(y) If we are awarded the contract, we shall preserve all accounts, records and other documents related to the procurement and execution of the contract for at least 5 years after completing the works contemplated in the relevant contracts or the period prescribed in applicable law, whichever is longer.

(z) We certify on behalf of the Bidder, that the information provided in the bid has been fully reviewed, given in good faith, and to the best of our knowledge is true and complete. We understand that it is our obligation to inform the Purchaser of any changes to the information as and when it becomes known to us. We understand that any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the Bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2017, as amended from time to time).

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

[3] If none has been paid or is to be paid, indicate "None."

Price Schedule for Goods to Be Offered from Within the Purchaser's Country

Name of Bidder _____ IFB Number: IFB-03 Page ____of ____

Item	Description	Country of Origin	Domestic Value Added in Percent	Quantity and Unit of Measurement	Unit Price EXW	Total EXW Price per item	Sales and Other Taxes Per Item	Total Price per Item including Taxes
1	2	3	4	5	6	7 = 5 x 6	8	9 = 7 + 8
1	Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution		NA	1 lot				
2	Supply, Delivery, Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment		NA	1 lot				
					Total Amount			

Notes:

Column 4: In accordance with margin of preference ITB 35, if applicable.
Domestic Value Added comprises domestic labor, the domestic content of materials, domestic overheads and profits from the stage of mining the raw material until final assembly.

Column 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15
Price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item or the customs duties and sales and other taxes already paid on previously imported items.

Column 8: Payable in the Purchaser's country if Contract is awarded

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule for Goods to Be Offered from Outside the Purchaser's Country

Name of Bidder _____ IFB Number: IFB-03 Page ____of ____

Item	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price CIF	Unit Price FOB	Total Price CIF per Item	Total Price FOB per Item
1	2	3	4	5	6	7 = 4 x 5	8 = 4 x 6
1	Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution		1 lot				
2	Supply, Delivery, Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment		1 lot				
					Total Amount		

Notes:

Columns 5 and 6: Incoterm in accordance with ITB 14
Currency in accordance with ITB 15

Column 6: Only to be used if the Purchaser wishes to reserve transportation and insurance to domestic companies or other designated sources. Identification of the lowest evaluated bid must be on the basis of the CIF or CIP price, but the Purchaser may sign the contract on FOB or FCA terms and make its own arrangement for transportation and/or insurance.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Price Schedule for Related Services to Be Offered from Outside and Within the Purchaser's Country

Name of Bidder _____ IFB Number: IFB-03 Page ___ of ___

Item No.	Description	Country of Origin	Quantity and Unit of Measurement	Unit Price (a) Foreign Currency	Unit Price (b) Local Currency	Total Price per Item (a) Foreign Currency	Total Price per Item (b) Local Currency
1	2	3	4	5(a)	5(b)	6(a) = 4 x 5(a)	6(b) = 4 x 5(b)
1	Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution		1 lot				
2	Supply, Delivery, Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment		1 lot				
					Total Amount		

Notes:

Columns 5 and 6: Currencies in accordance with ITB 15

Prices are to be quoted inclusive of all customs duties, sales and other similar taxes applicable in the Purchaser's country and payable on the Related Services, if the Contract is awarded to the Bidder

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid-Securing Declaration

Date: *[insert date (as day, month, and year)]*
Bid No.: *[insert number of bidding process]*

To: **Philippine Competition Commission**

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Borrower for the period of time of *[insert number of years indicated in ITB 21.2 of the BDS]* starting on the date that we receive a notification from the Purchaser that our Bid-Securing Declaration is executed**,** if we are in breach of our obligation(s) under the bid conditions, because we

(a) have withdrawn our Bid during the period of bid validity specified in the Bid Submission Sheet; or

(b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract Agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) 28 days after the expiration of our Bid.

Signed: *[insert signature of person whose name and capacity are shown]*

In the capacity of *[insert legal capacity of person signing the Bid-Securing Declaration]*

Name: *[insert complete name of person signing the Bid-Securing Declaration]*

Duly authorized to sign the bid for and on behalf of *[insert complete name of the bidder]*

Dated on _____day of _____, _____*[insert date of signing]*

Corporate Seal *(where appropriate)*

Manufacturer's Authorization

Date: *[insert date (as day, month, and year) of bid submission]*

OCB No.: *[insert number of bidding process]*

To: **Philippine Competition Commission**

WHEREAS

We *[insert complete name of the manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of manufacturer's factories]*, do hereby authorize *[insert complete name of the bidder]* to submit a bid the purpose of which is to provide the following goods, manufactured by us *[insert name and/or brief description of the goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions, with respect to the goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of *[insert complete name of the manufacturer]*

Dated on _____day of _____, _____*[insert date of signing]*

-- Note --

All italicized text is for use in preparing this form and shall be deleted from the final document.

The bidder shall require the manufacturer to fill out this form in accordance with the instructions indicated. This letter of authorization should be signed by a person with the proper authority to sign documents that are binding on the manufacturer. The bidder shall include it in its bid, if so indicated in the Bid Data Sheet (BDS).

AFFILIATE COMPANY GUARANTEE

Name of Contract/Contract No.: **OCB/OPI/37:** Supply, Delivery, Installation and Testing of ICT Infrastructure for the Integrated Financial Management System of the Philippine Competition Commission

Name and address of Purchaser: **Philippine Competition Commission, 25//F Vertis North Corporate Center 1, North Avenue, Quezon City 1105**

[*together with successors and assigns*].

We have been informed that [*name of Contractor*] (hereinafter called the "Contractor") is submitting an offer for the above-referenced Contract in response to your invitation, and that the conditions of your invitation require its offer to be supported by an affiliate company guarantee.

In consideration of you, the Purchaser, awarding the Contract to the Contractor, we [*name of affiliated company*] irrevocably and unconditionally guarantee to you, as a primary obligation, that (i) throughout the duration of the Contract, we will make available to the Contractor our financial, technical capacity, expertise and resources required for the Contractor's satisfactory performance of the Contract; and (ii) we are fully committed, along with the Contractor, to ensuring a satisfactory performance of the Contract.

If the Contractor fails to so perform its obligations and liabilities and comply with the Contract, we will indemnify the Purchaser against and from all damages, losses and expenses (including legal fees and expenses) which arise from any such failure for which the Contractor is liable to the Purchaser under the Contract.

This guarantee shall come into full force and effect when the Contract comes into full force and effect. If the Contract does not come into full force and effect within a year of the date of this guarantee, or if you demonstrate that you do not intend to enter into the Contract with the Contractor, this guarantee shall be void and ineffective. This guarantee shall continue in full force and effect until all the Contractor's obligations and liabilities under the Contract have been discharged, when this guarantee shall expire and shall be returned to us, and our liability hereunder shall be discharged absolutely.

This guarantee shall apply and be supplemental to the Contract as amended or varied by the Purchaser and the Contractor from time to time. We hereby authorize them to agree on any such amendment or variation, the due performance of which and compliance with which by the Contractor are likewise guaranteed hereunder. Our obligations and liabilities under this guarantee shall not be discharged by any allowance of time or other indulgence whatsoever by the Purchaser to the Contractor, or by any variation or suspension of the works to be executed under the Contract, or by any amendments to the Contract or to the constitution of the Contractor or the Purchaser, or by any other matters, whether with or without our knowledge or consent.

This guarantee shall be governed by the law of the same country (or other jurisdiction) that governs the Contract and any dispute under this guarantee shall be finally settled under the [*Rules or Arbitration provided in the Contract*]. We confirm that the benefit of this guarantee may be assigned subject only to the provisions for assignment of the Contract.

Signed by:……	Signed by: ……
(*signature*)	(*signature*)
……	……
(*name*)	(*name*)
……	……
(*position in parent/subsidiary company*)	(*position in parent/subsidiary company*)

Date:……

-- Note --

If permitted in accordance with ITB 38.2 of the BDS, the Bidder shall provide the Affiliate Company Guarantee Form filled out and signed by each subsidiary, parent entity, or affiliate that the Bidder submits for consideration of the Purchaser in determining its qualifications.

Bidder's Qualification

To establish its qualifications to perform the contract in accordance with Section 3 (Evaluation and Qualification Criteria), the Bidder shall provide the following information requested in the corresponding Information Sheets.

Form ELI - 1: Bidder's Information Sheet

Bidder's Information			
		Information of the Bidder	**If the Bidder is a subsidiary or branch, information of any parent company/companies**
Names	**Full legal name(s)**		
	Full trading name(s) (if any)		
Addresses	**Registered address(es)**		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
In case of a Joint Venture, legal name of each partner			
Bidder's authorized representative (name, address, telephone number(s), fax number(s) and e-mail address)			

Attached are copies of the following documents:

1. In case of a single entity, articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2

2. Authorization to represent the firm or Joint Venture named above, in accordance with ITB 22.2

3. In case of a Joint Venture, a letter of intent to form a Joint Venture or Joint Venture agreement, in accordance with ITB 4.1

4. In case of a government-owned enterprise, any additional documents not covered under 1 above required to comply with ITB 4.5

Form ELI - 2: Joint Venture Information Sheet

Each member of the Joint Venture must fill out this form separately.

Joint Venture Information			
Bidder's legal name			
		Information of Joint Venture Partner	**If any Joint Venture Partner is a subsidiary or branch, information of any parent company/companies**
Names	**Full legal name**		
	Full trading name(s) (if any)		
Addresses	**Registered address(es)**		
	Trading address(es)		
	Postal address(es) (if different from trading address)		
Type of organization			
Country of constitution/incorporation/ registration			
Year of constitution/incorporation/ registration			
Corporate or registration number			
Joint Venture Partner's authorized representative information (name, address, telephone number(s), fax number(s) and e-mail address)			
Attached are copies of the following documents: 1. Articles of incorporation or constitution and company incorporation/registration of the legal entity named above, in accordance with ITB 4.1 and ITB 4.2 2. Authorization to represent the firm named above, in accordance with ITB 22.2 3. In the case of a government-owned enterprise, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB 4.5			

Form EXP - 1: Contractual Experience

Fill out one (1) form per contract. Each contract shall be supported by Signed Contract Agreement.

Contractual Experience		
Contract No . . . . . of	**Contract Identification**	
Award Date		**Completion Date**
Role in Contract	❑ **Manufacturer** ❑ **Supplier** ❑ **Subcontractor**	
Total Contract Amount	**$**	
If partner in a joint venture or subcontractor, specify participation of total contract amount	**Percent of Total**	**Amount**
Purchaser's name **Address** **Telephone/Fax Number** **E-mail**		
Description of the Similarity in Accordance with Criteria 2.2.1 (Contract Type A) (Evaluation and Qualification Criteria)		
Lot 1: Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution Similar contracts refer but not limited to Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution		
Lot 2: Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment Similar contracts refer but not limited Supply, Delivery, Installation, Testing, and Commissioning Network Security Equipment		

- Note -

This form shall only be included if either Criterion 2.2.1 (Contract Type A) or 2.3.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 1: Historical Financial Performance

Each Bidder must fill out this form.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

	Financial Data for Previous ___Years [$ Equivalent]		
	Year 1:	**Year 2:**	**Year __:**
Information from Balance Sheet			
Total Assets (TA)			
Total Liabilities (TL)			
Net Worth = TA-TL			
Current Assets (CA)			
Current Liabilities (CL)			
Working Capital = CA - CL			

Most Recent Working Capital		To be obtained for most recent year and carried forward to FIN - 3 Line 1; in case of Joint Ventures, to the corresponding Joint Venture Partner's FIN - 3.

Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

❑ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last _____years, as indicated above, complying with the following conditions:

1) Unless otherwise required by Section 3 of the Bidding Documents, all such documents reflect the standalone financial situation of the legal entity or entities comprising the Bidder and not the Bidder's parent companies, subsidiaries, or affiliates.
2) Historical financial statements must be audited by a certified accountant.
3) Historical financial statements must be complete, including all notes to the financial statements.
4) Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

- Note -

This form shall only be included if Criterion 2.3.1 (Contract Type A) or 2.4.1 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Form FIN - 2: Size of Operation (Average Annual Turnover)

Each Bidder must fill out this form.

The information supplied should be the Annual Turnover of the Bidder or each partner of a Joint Venture for the total certified payments received from the clients for contracts in progress or completed, converted to US dollars at the rate of exchange at the end of the period reported.

In case of a Joint Venture, each Joint Venture Partner must fill out this form separately and provide the Joint Venture Partner's name:

Joint Venture Partner: _____

Annual Turnover Data for the Last ..... Years			
Year	**Amount Currency**	**Exchange Rate**	**$ Equivalent**
		Average Annual Turnover	

- Note -

This form shall only be included if Criterion 2.3.2 (Contract Type A) or 2.4.2 (Contract Type B) of Section 3 (Evaluation and Qualification Criteria) is applicable.

Section 5: Eligible Countries

Regional Members (50)

Afghanistan
Armenia
Australia
Azerbaijan
Bangladesh
Bhutan
Brunei Darussalam
Cambodia
Cook Islands
Federated States of Micronesia
Fiji
Georgia
Hong Kong, China
India
Indonesia
Japan
Kazakhstan
Kiribati
Kyrgyz Republic
Lao People's Democratic Republic
Malaysia
Maldives
Marshall Islands
Mongolia
Myanmar
Nauru
Nepal
New Zealand
Niue
Pakistan
Palau
Papua New Guinea
People's Republic of China
Philippines
Republic of Korea
Samoa
Singapore
Solomon Islands
Sri Lanka
Taipei,China
Tajikistan
Thailand
Timor-Leste
Tonga
Turkey
Turkmenistan
Tuvalu
Uzbekistan
Vanuatu
Viet Nam

Nonregional Members (19)

Austria
Belgium
Canada
Denmark
Finland
France
Germany
Ireland
Israel
Italy
Luxembourg
The Netherlands
Norway
Portugal
Spain
Sweden
Switzerland
United Kingdom
United States

Section 6: Schedule of Supply

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2. Delivery and Completion Schedule 6-3
3. Technical Specifications 6-4
4. Drawings .....6-**Error! Bookmark not defined.**

1. List of Goods and Related Services

Lot No.: 1				
Lot Name: Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	Hyperconverged Server Infrastructure and Backup Storage Solution	Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution	lot	1

Lot No.: 2				
Lot Name: Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment				
Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
2	Network Security Equipment	Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment	lot	1

2. Delivery and Completion Schedule

The Supplier must complete the supply, delivery, installation, and testing within **Ninety (90) Calendar Days** from receipt of the Notice to Proceed (NTP).

Item No.	Description of Goods or Related Services	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods or Completion Date for Related Services
1	Supply, Delivery, Installation, and Testing of Hyperconverged Server Infrastructure and Backup Storage Solution	**One Hundred Twenty (120) Calendar Days** during which delivery must take place	Purchaser's Address	**Within One Hundred Twenty (120) Calendar Days** from receipt of the Notice to Proceed (NTP).
2	Supply, Delivery, Installation, Testing, and Commissioning of Network Security Equipment	**One Hundred Twenty (120) Calendar Days** during which delivery must take place	Purchaser's Address	**Within One Hundred Twenty (120) Calendar Days** from receipt of the Notice to Proceed (NTP).

3. Technical Specifications and Terms of Reference

Supply, Delivery, Installation, and Testing of ICT Infrastructure for the Integrated Financial Management Information System of the Philippine Competition Commission

I. Background

1. The Philippine Competition Commission (PCC) is an independent and quasi-judicial body mandated to implement the National Competition Policy and enforce Republic Act No. 10667, which is the country's primary competition law for promoting and protecting competitive markets. PCC institutes a regulatory environment for market competition to protect consumer welfare by giving consumers access to a wider choice of goods and services at lower prices and promote a competitive business environment by enforcing the rules of fair market competition, thereby encouraging market players to be more efficient and innovative.

2. The Finance, Planning and Management Office (FPMO) aims to provide the Commission with effective and efficient advice and technical assistance on areas of budget and finance, plans and programs, management systems and productivity, and other functions, as may be provided by law.

3. Pursuant to its mandate, the PCC, through its Information and Communications Technology Division (ICTD), oversees the Information Technology (IT) requirements of the Commission supported under the Project. The ICTD also develops, updates, maintains, and implements the PCC Information Systems Strategic Plan, builds mechanisms for data collection management, follows strict legal compliance on accessibility and privacy issues associated with IT, and establishes organization wide-awareness of information security and risk-management policies.

II. Rationale

4. The Integrated Financial Management System (IFMS) requires secure, reliable, and high-performance ICT infrastructure to ensure the effective processing, storage, and protection of financial data. The procurement of ICT infrastructure will provide the necessary computing power to support the application, database, and user transactions, while dedicated storage solutions will ensure the availability, integrity and scalability of critical financial records. In addition, a network security equipment is essential to safeguard the IFMS against unauthorized access, cyber threats, and potential data breaches, ensuring compliance with the PCC approved Information Security Management System.

Procurement of the following ICT equipment shall be done on a lot basis namely:

Lot 1: Hyperconverged Server Infrastructure and Backup Storage Solution
Lot 2: Network Security Equipment

III. Objective

5. To provide sufficient computing capacity and processing power through dedicated hyperconverged infrastructure.

6. To establish a secure and scalable storage solution capable of handling large volumes of financial records and transactions while supporting future data growth.

7. To protect the system from cyber threats, unauthorized access and potential data breaches, ensuring data confidentiality, integrity and availability.

IV. Scope of Works

8. The service provider shall perform the following tasks.

Lot 1: Hyperconverged Server Infrastructure and Backup Storage Solution

A. Hyperconverged Server Infrastructure

i. Mount the hardware to the existing server cabinets.

ii. Commission and perform the initial power-on of the new nodes

iii. Configure the new nodes into one cluster and perform network configuration to match the existing infrastructure networking layout.

iv. Upgrade firmware, hypervisor and virtualization operating system and other related software to the latest stable version.

v. In the event of faulty part/s, licenses or subscriptions, the supplier must replace the parts within fifteen (15) days upon detection. If part is not available with the time period, a service unit may be accepted, given that any damage/s to other peripherals due to the service unit will be replaced by the maintenance provider at no cost to PCC.

vi. Any Software, Hardware Assurance and Support must be covered by the supplier at no additional cost to PCC.

vii. Provide all materials, equipment and peripherals, scope of work not mentioned in this Detailed Technical Specifications but needed for the completion of the project.

viii. Within one month from completion of installation and configuration of the server, provide training and certification vouchers for the Hyperconverged Server Infrastructure for four (4) personnel covering at the minimum the following topics:
- HCI Concepts (cluster configuration, components, images, networks)
- Virtual Machine Management (data protection, storage optimization, migration)
- Monitoring and Troubleshooting (alerts, events, log collection, reporting)
- Maintenance and upgrades (nodes and cluster, software and firmware)

ix. Submit a **Service Level Agreement** which must contain, at the minimum, the following provisions

- Provide a single point of contact for technical and customer support, either phone or electronic email.
- Provide 8X7 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

B. Backup Storage Solution

i. Must provide a licensed storage operating system for the solution.

ii. Commission and mount the hardware to the existing server cabinets.

iii. Configuration of the disk array, and perform network configuration to match the existing infrastructure networking layout.

iv. Upgrade firmware, operating system and other related software to the latest stable version.

v. The equipment must be compatible with the existing backup software of PCC.

vi. In the event of faulty part/s, the supplier must replace the parts within fifteen (15) days upon detection. If part is not available within the time period, a service unit may be accepted, given that any damage/s to other peripherals due to the service unit will be replaced by the maintenance provider at no cost to PCC.

vii. Any Software, Hardware Assurance and Support must be covered by the supplier at no additional cost to PCC.

viii. Provide all materials, equipment, software and peripherals, scope of work not mentioned in this Detailed Technical Specifications but needed for the completion of the project.

ix. Provide knowledge sharing session on administration and management to PCC personnel.

x. Submit a **Service Level Agreement** which must contain, at the minimum, the following provisions:

- Provide a single point of contact for technical and customer support, either phone or electronic email.
- Provide 8X7 call and onsite technical support with three (3) hours response time for technical problems that require on-site services, including weekends and holidays.

Lot 2: Network Security Equipment

i. Commission and graceful power-on process of the new equipment.

ii. Configure the following, but not limited to:
- High availability (Active-Active) state
- Firewall rules
- Web and application policies
- Wireless networks and integrate existing access points.
- Remote access Virtual Private Network
- Networking and routing
- Authentication
- System services

iii. In the event of faulty part/s, the supplier must replace the parts within fifteen (15) days upon detection. If part is not available with the time period, a service unit may be accepted, given that any damage/s to other peripherals due to the service unit will be replaced by the maintenance provider at no cost to PCC.

iv. Any Software, Hardware Assurance and Support must be covered by the supplier at no additional cost to PCC.

v. Within one month from completion of installation and configuration of the equipment, provide training and certification vouchers for network security equipment for four (4) personnel covering at the minimum the following topics:

- Introduction to the equipment (features, models, licensing)
- Configuration (setup, network, zones, hosts)
- Polices and rules (creating, managing. NAT, IPS)
- Module Configuration (network protection, site-to-site connections, authentication, web protection and application control, email protection, wireless protection, remote access, logs and reporting)

vi. Provide all materials, equipment, software and peripherals, scope of work not mentioned in this Detailed Technical Specifications but needed for the completion of the project.

vii. Submit a **Service Level Agreement** which must contain, at the minimum, the following provisions:
- Provide a single point of contact for technical and customer support, either phone or electronic email.
- Provide 8X7 call and onsite technical support with three (3) hours response time for technical problems that require on-site services, including weekends and holidays.

V. Qualification Requirements

9. The Bidder/s should have the following minimum requirement:

a. Should be an established IT company with the experience of the following:

Lot No. / Project	Years / Relevant Experience
Lot 1: Hyperconverged Server Infrastructure and Backup Storage Solution	Three (3) years' experience in the following: • Supply, delivery, installation and configuration of Hyperconverged Server Infrastructure. • Supply, delivery, installation and configuration of Backup Storage Solution
Lot 2: Network Security Equipment	Three (3) years' experience in the supply, delivery, installation and configuration of network security equipment.

b. Must submit certification of authorized distributorship / dealership / re-sellership from the distributor / manufacturer of the product/s offered.

c. Submit the list of identified certified engineers and/or technicians with **signed curriculum vitae with at least three (3) years of experience working in similar field of engagement**.

d. Should submit copies of client's satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients, either from public or private organizations, for the last five (5) years, with similar contracts. Similar contracts refer to:

Lot 1 -

i. Supply, Delivery, Installation and Testing of Hyperconverged Server Infrastructure or any server related implementation (three (3) satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients, either from public or private organizations, must be submitted).

ii. Supply, Delivery, Installation and Testing of Backup Storage Solution or any related implementation (three (3) satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients, either from public or private organizations, must be submitted).

Lot 2 - Supply, Delivery, Installation and Testing of Network Security Equipment either hardware or cloud based related implementation (three (3) satisfactory certificates and/or certificate of completion and acceptance from at least three (3) clients, either from public or private organizations, must be submitted).

e. submit the following documents together with the Quotation:

(i) Registration certificate from SEC for corporations and partnerships, DTI for sole proprietorship, or CDA for cooperatives;

(ii) Valid Mayor's/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. In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit;

(iii) Valid Tax clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR), and its Revenue Regulations No. 017-2024 prescribing the presentation of tax clearance prior to final settlement of government contracts;

(iv) Valid Certificate of PhilGEPS Registration; and

(v) Written confirmation authorizing the signatory of the bid to commit the bidder (i.e., Company's Board Resolution, or Notarized Secretary's Certificate, or Written Power of Attorney).

f. submit certification of authorized distributorship/resellership from the distributor/manufacturer of the product/s offered.

VI. Technical Specifications

10. Below are the required minimum and/or equivalent functional requirements, technical specifications, features, characteristics, and numbers for:

Lot 1: Hyperconverged Server Infrastructure and Backup Storage Solution

Hyperconverged Server	
Description	**Quantity/Features/Characteristics**
Compatibility	Must be compatible, and can be integrated with the brand and or model of the current PHCC Hyperconverged Cluster
Chassis	• Three (3) chassis • With dual power supply • At least 2U, rack mountable (includes mounting braces) • With integrated system cooling • Input voltage: 100V-240V AC auto-range • Input frequency: 50-60Hz • Includes all required cables, connectors and peripherals • Includes all required cables, connectors and peripherals
Processor	Dual core server type processor, latest generation, with the following minimum specifications: • Lithography: Intel 7 • Processor frequency: range from 2.60Ghz or higher • Number of cores: at least 8 cores or higher • Number of threads: at least 16 threads or higher • Cache: at least 22.5 MB or higher
Memory	• At least twenty-four (24) memory modules • At least thirty-two (32) GB 5600MHz DDR5 RDIMM or equivalent
Storage	• At least six (6) 7.68TB, 2.5" NVMe Solid State Drive (Raw capacity) • At least eighteen (18) 8TB, 3.5" Hard Disk Drive (Raw capacity)
Networking	Must provide the following: • At least SFP+ up to 10Gbe Bandwidth • Provide the necessary number of transceivers to connect the node/chassis to the top of rack switch • Provide the necessary number of fiber optic cables
Hypervisor	Must be the same with the current PCC Hypervisor • With controller VM • End-to-end centralized management solution for virtualized data center environments • Hypervisor – Professional licenses entitlement • Hypervisor installer must be agnostic • Snapshots and replications capable
Warranty	At least five (5) years warranty of onsite repair, parts and related services with quarterly performance check (including software and firmware updates)
Support	Provide 8X7 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

Backup Storage Solution	
Description	**Quantity/Features/Characteristics**
Compatibility	Must be compatible with the hyperconverged server infrastructure and existing PCC backup software and infrastructure
Chassis	• With dual power supply • At least 1U, rack mountable (includes mounting braces) • With integrated system cooling • Input voltage: 100V-240V AC auto-range • Input frequency: 50-60Hz • Includes all required cables, connectors and peripherals
Processor	Intel server type processor
Memory	At least 16GB DIMMs
Capacity	At least 50TB raw capacity
Networking	Must provide the following: • At least SFP+ up to 10Gbe Bandwidth • Provide the necessary number of transceivers to connect the node/chassis to the top of rack switch • Provide the necessary number of fiber optic cables
Operating System	At least Microsoft Windows Server 2022 or equivalent
RAID	Must be capable of the following RAID options or more: RAID 0, RAID 1, RAID 3, RAID 5, RAID 10, RAID 30, RAID 50
Warranty	At least three (3) years warranty of onsite repair, parts and related services with quarterly performance check (including software and firmware updates)
Support	Provide 8X7 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

Lot 2: Network Security Equipment

<table>
<tr><th>Description</th><th>Quantity/Features/Characteristics</th></tr>
<tr><td>Compatibility</td><td>Must be compatible, and can be integrated with the PCC network security equipment</td></tr>
<tr><td>Number of equipment</td><td>At least two (2) similar brand and model, includes mounting brackets.</td></tr>
<tr><td>Features</td><td>Must provide the following:

Policy Deployment
• With built-in and customizable policy deployment for IPS, Traffic Shaping, Wireless, SD-WAN, Application Aware Routing, etc.

TLS 1.3 inspection
• Capable of scanning SSL encrypted traffic.

Deep Packet Inspection
• Scan traffic without a proxy can that be integrated with IPS, web protection, and application control

Application Acceleration
• Accelerate trusted application through a different path to reduce latency and optimized performance

Cloud Central Management
• Can be integrated to a centralized cloud-based management platform, with no additional charge to PCC.

Traffic Shaping and Quota
• Can configure for network and user-based quota

Wireless Access Point Management
• Can manage Wireless Access Point deployment and management.

Remote Access Management
• Can configure for SSL VPN, IPSEC, Site-to-Site VPN.
Authentication
• Can be integrated to Active Directory, LDAP, etc.</td></tr>
<tr><td>Performance</td><td><table><tr><td>Throughput</td><td>At least 100,000 Mbps</td></tr><tr><td>IPS Throughput</td><td>At least 40,000 Mbps</td></tr><tr><td>Threat Protection Throughput</td><td>At least 46,000 Mbps</td></tr><tr><td>IPSec VPN Throughput</td><td>At least 92,500 Mbps</td></tr><tr><td>SSL/TLS Inspection</td><td>At least 13,500 Mbps</td></tr><tr><td>Concurrent Connection</td><td>At least 512,000</td></tr></table></td></tr>
<tr><td>Software / Licenses</td><td>At least three (3) years subscription of the following:
• Base Firewall
• Network Protection
• Web Protection
• Zero Day Protection
• Central Orchestration</td></tr>
</table>

	• Enhanced Support • Email Protection • Web Server Protection
Physical Interfaces	Must include the following: Interfaces • At least eight (8) GE copper • At least eight (8) SFP+ 10 GE fiber Management ports • RJ45 Management • COM RJ45 • Micro-USB
Storage	At least 480GB internal storage
Power supply	Must include redundant power supply
Warranty	At least three (3) years warranty of onsite repair, parts and related services with quarterly performance check (including software and firmware updates)
Support	Provide 8X7 call and onsite technical support with three (3) hours response time for technical problem that requires on-site services, including weekend and holidays.

VII. Approved Budget for the Contract (ABC)

11. The ABC for the project is **Twenty-Five Million Pesos Only (PhP25,000,000.00)** inclusive of all applicable government taxes and services. The contract price shall include all the costs and profits arising from the or in relation to the services rendered in connection with the engagement and until the end of the contract.

Breakdown of Approved Budget per Lot

Lot	ABC (PhP)
Lot 1: Hyperconverged Server Infrastructure and Backup Storage Solution	20,000,000.00
Lot 2: Network Security Equipment	5,000,000.00
TOTAL	**25,000,000.00**

12. Bids received in excess of the ABC shall be automatically rejected at bid opening.

VIII. Delivery and Schedule of Requirements

13. For both (i) Lot 1: Hyperconverged Server Infrastructure and Backup Storage Solution, and (ii) Lot 2: Network Security Equipment, the Supplier must/Service Provider must complete the supply, delivery, installation and testing within **one hundred twenty (120) calendar days** from receipt of Notice to Proceed. The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

IX. Warranty and Payment Scheme

14. Warranty

The Supplier shall provide Warranty Security in accordance with Section 62 of the Revised Implementing Rules and Regulations (RIRR) of RA No. 9184.

Goods offered should be covered by the manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

In order to assure that manufacturing defects shall be corrected by the supplier, a warranty security shall be required from the contract awardee for a minimum period of three (3) years, after acceptance by the Procuring Entity of the software delivered. The obligation for the warranty shall be covered by a **bank guarantee** in an amount equivalent to five percent (5%) of the gross payment to the supplier. The said amounts shall only be released after the lapse of the warranty period: 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.

15. Payment Scheme

Payments to the Supplier shall be made on a **ONE-TIME BASIS**. Full payment of the contract shall be made within thirty (30) days after the issuance of the following:

a. Invoice and Delivery receipt by the Service Provider;
b. Inspection and Acceptance Report (IAR) and/or Certificate of Satisfactory Service by the PCC.

All payments shall be released and claimed within the PCC premises.

X. Information Security Management System and Non–Disclosure Agreement

16. To ensure the PCC maintains a high standard of information security when engaging with third-party providers, all suppliers are required to comply with the established PCC Information Security Management System (ISMS). These requirements are outlined in the Supplier Security Policy (POL-PCC-GSD 02-03) and related ISMS policies and procedures.

    All data, documents, records, configuration files, and metadata (collectively referred to as "Information") provided to the supplier(s) for the purpose of delivering services are considered confidential and remain the exclusive property of PCC. The supplier(s) shall recognize the critical importance of maintaining the security and confidentiality of the Information and agree to prevent its unauthorized transfer, disclosure, or use by any third party. The supplier(s) shall not use the Information for any purpose other than to perform the agreed-upon services. Furthermore, the supplier(s) shall ensure that, upon completion of the service, they will not retain any portion of the Information in any form whatsoever.

    The Notarized Non-Disclosure Agreement must be submitted after the issuance of Notice of Award or Contract. This document will be submitted to the ISMS Secretariat in compliance with the approved PCC Information Security Management System and will not form part of the submission for payment processing.

XI. Mode of Procurement

17. The mode of procurement shall be competitive bidding following the ADB's Procurement Regulations for ADB Borrowers: Goods, Works, Non-consulting, and Consulting Services (2017, as amended from time to time) harmonized with the provisions of Republic Act No. 12009 and its Revised Implementing Rules and Regulations.

XII. Liquidated Damages

18. If the supplier fails to deliver any or all of the goods and/or to perform the services within the period specified in the contract, 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, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the Procuring Entity reserves the right to rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.

XIII. Dispute Agreement/Resolution

19. Should any dispute related to the Contract and/or rights of the parties arise, the same shall be submitted to mutual consultation, mediation, and arbitration, in the order of application. The venue of the proceedings shall be in Quezon City.

    In case of a court suit, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts; and

    Any amendments and additional terms and conditions of the Contract must be in writing, signed, and acknowledged by the Parties.

XIV. Bank's Anticorruption Policy; Standards of Conduct

20. Anticorruption Policy

The anticorruption policy of the ADB requires that borrowers (including beneficiaries of ADB-financed activity), as well as service providers under ADB-financed contracts, observe the highest standard of ethics during the selection process and in the execution of such contracts. In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) A "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence the actions of another party.

(ii) A "fraudulent practice" means any action or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.

(iii) A "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to improperly influence the actions of a party.

(iv) A "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

(v) Abuse, means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard.

(vi) Conflict of interest, means any situation in which a party has interests that could improperly influence a party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

(vii) "Obstructive practice" means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents, or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; (e) materially impending the Bank's contractual rights of audit or access to information; and

(viii) Integrity violation is any act which violates ADB's Anticorruption Policy, including items (i) to (vii) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.

(b) will reject a proposal for an award if it determines that the learning service provider recommended for the award has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Client engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in the request for proposals and in Contracts financed by ADB, requiring service providers to permit ADB or its representative to inspect their accounts and records and other documents relating to the Financial and Technical Proposals and contract performance and to have them audited by auditors appointed by ADB.

21. Standards of Conduct

The Supplier shall ensure that its employees observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment, and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The learning service provider shall take appropriate action against any employees, Expert, or Sub-Consultants, including suspension or termination of employment, contract, or sub-contract, if any form of unethical or inappropriate behavior is identified.

The following definitions shall apply in these Standards of Conduct:

(a) "Bullying" is a form of harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons, which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse, and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding or intending to erode the person's self-confidence. Appropriately conveyed criticism, disapproval, negative performance assessment, and similar appraisal, by themselves do not constitute bullying or harassment.

(b) "Discrimination" is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability.

(c) "Harassment" is any unwarranted or unwelcome behavior, whether verbal, psychological, or physical, that interferes with work or creates an intimidating, hostile, or offensive work environment. Harassment includes, but is not limited to, bullying and sexual harassment.

(d) "Integrity" means a firm adherence to ADB's Anticorruption Policy (1998, as amended to date), the Integrity Principles and Guidelines (2015, as amended from time to time), and to the highest ethical standards.

(e) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB, or is illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to, (i) the failure to observe these standards or other rules, regulations, guidelines, or procedures; or (ii) conduct, actions, or omissions, within and

outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes, or procedures.

(f) “Respect” refers to interacting with all others in the work environment in a professional, positive, and inclusive manner, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity, and open-mindedness, as well as working without prejudice or bias toward individuals or institutions that have different characteristics, backgrounds, and viewpoints.

(g) “Retaliation” is any detrimental act, direct or indirect, recommended, threatened, or taken against anyone who has raised or is considering raising a complaint of misconduct whether formally as whistleblower or witness or person associated with a whistleblower or witness or otherwise, in a manner material to the complaint because of a report of or cooperation with an ADB investigation into any form of (alleged) misconduct. Retaliation can include, but is not limited to, harassment, discriminatory treatment, assignment of work outside the corresponding job description, withdrawal of work assignments contained in the job description, inappropriate performance appraisals or salary adjustments, or the withholding of an entitlement.

(h) “Sexual Harassment” is any unwelcome sexual advance, request for sexual favors, or other verbal or physical conduct of a sexual nature that results in physical, sexual, or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion, or other personnel action or creates an intimidating, hostile, or offensive environment.

Section 7: General Conditions of Contract

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1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

(a) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.

(f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(g) "Eligible Countries" means the countries and territories eligible as listed in Section 5.

(h) "GCC" means the General Conditions of Contract.

(i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(j) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).

(k) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.

(l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract.

(m) "SCC" means the Special Conditions of Contract.

(n) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(o) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the

Agreement, and includes the legal successors or permitted assigns of the Supplier.

(p) "ADB" is the Asian Development Bank.

(q) "The Site," where applicable, means the place named in the SCC.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Fraud and Corruption

3.1 If the Purchaser determines, based on reasonable evidence, that the Supplier has engaged in corrupt, fraudulent, collusive or coercive practices, or other integrity violations, including the failure to disclose any required information which constitutes a fraudulent practice, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days' notice to the Supplier, terminate the Contract and expel him from the Site, and the provisions of Clause 35 shall apply as if such termination had been made under Sub-Clause 35.1(a) (iii) [Termination].

3.2 ADB requires Borrowers (including beneficiaries of ADB-financed activity) and their personnel, as well as firms and individuals participating in an ADB-financed activity, including but not limited to, Bidders, Suppliers, and Contractors, agents, subcontractors, subconsultants, service providers, subsuppliers, manufacturers (including their respective officers, directors, employees and personnel) under ADB-financed contracts to observe the highest standard of ethics during the procurement and execution of such contracts in accordance with ADB's Anticorruption Policy (1998, as amended from time to time). In pursuance of this policy, ADB

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(v) "abuse" means theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;

(vi) "conflict of interest" means any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and

(vii) "integrity violation" is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standard.

(b) will reject a proposal for award if it determines that the Bidder recommended for award or any of its officers, directors, employees, personnel, subconsultants, subcontractors, service providers, suppliers or manufacturers has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;

(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation, including by failing to inform ADB in a timely manner at the time they knew of the integrity violations;

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB's Anticorruption Policy and Integrity Principles and Guidelines, including declaring ineligible, either indefinitely or for a stated period of time, to participate[1] in ADB-financed, -administered, or -supported activities or to benefit from an ADB-financed, -administered, or -supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and

(e) will have the right to require that a provision be included in bidding documents and in contracts financed, administered, or supported by ADB, requiring Bidders, suppliers and contractors, consultants, manufacturers, service providers and other third parties engaged or involved in ADB-related activities, and their respective officers, directors, employees and personnel, to permit ADB or its representative to inspect the site and their assets, accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.

[1] Whether as a Contractor, Subcontractor, Consultant, Manufacturer or Supplier, or Service Provider; or in any other capacity (different names are used depending on the particular Bidding Document).

3.3 All Bidders, consultants, contractors, suppliers, manufacturers, service providers, and other third parties engaged or involved in ADB-related activities and their respective officers, directors, employees and personnel, are obliged to cooperate fully in any investigation when requested by ADB to do so. As determined on a case by case basis by ADB, such cooperation includes, but is not limited to, the following:

(a) being available to be interviewed and replying fully and truthfully to all questions asked;

(b) providing ADB with any items requested that are within the party's control including, but not limited to, documents and other physical objects;

(c) upon written request by ADB, authorizing other related entities to release directly to ADB such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

(d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on ADB activities, or that utilizes ADB's Information and Communication Technology (ICT) resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

(e) cooperating in any testing requested by ADB, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and

(f) preserving and protecting confidentiality of all information discussed with, and as required by, ADB.

3.4 All Bidders, consultants, contractors and suppliers shall require their officers, directors, employees, personnel, agents to ensure that, in its contracts with its subconsultants, Subcontractors and other third parties engaged or involved in ADB-related activities, such subconsultants, Subcontractors and other third parties similarly are obliged to cooperate fully in any investigation when requested by ADB to do so.

3.5 The Supplier shall permit ADB or its representative to inspect the Supplier's site, assets, accounts and records and other documents relating to the bid submission and contract performance of the Supplier and to have them audited by auditors appointed by ADB, if so required by ADB.

3.6 The Supplier undertakes that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the bid, have been given or received in connection with the procurement process or in the contract execution.[2]

[2] The undertaking also applies during the period of performance of the contract.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Incoterms

(a) The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.

(b) EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations, and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

(a) Subject to GCC Subclause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity, or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in

which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6. Joint Venture

6.1 If the Supplier is a Joint Venture all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the Joint Venture. The composition or the constitution of the Joint Venture shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.

7.2 All Goods and Related Services to be supplied under the Contract and financed by ADB shall have their origin in Eligible Countries. For the purpose of this clause, "country of origin" means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its imported components.

8. Notices

8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.

8.2 A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

9. Governing Law

9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser's country, unless otherwise specified in the SCC.

10. Settlement of Disputes

10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within 28 days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

11. Scope of Supply

11.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section 6 (Schedule of Supply).

11.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required

for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.

12. Delivery

12.1 Subject to GCC Subclause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section 6 (Schedule of Supply). The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.

13. Supplier's Responsibilities

13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

14. Purchaser's Responsibilities

14.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.

14.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Subclause 14.1.

15. Contract Price

15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.

15.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.

16. Terms of Payment

16.1 The Contract Price shall be paid as specified in the SCC.

16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, no later than 60 days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.

16.4 The currency or currencies in which payments shall be made to the Supplier under this Contract shall be specified in the SCC.

17. Taxes and Duties

17.1 For goods supplied from outside the Purchaser's country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

17.2 For goods supplied from within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

18. Performance Security

18.1 The Supplier shall, within 28 days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

18.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than 28 days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

19. Copyright

19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

20. Confidential Information

20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.

20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

20.3 The obligation of a party under GCC Subclauses 20.1 and 20.2 above, however, shall not apply to information that

(a) the Purchaser or Supplier needs to share with ADB or other institutions participating in the financing of the Contract;

(b) now or hereafter enters the public domain through no fault of that party;

(c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

22. Specifications and Standards

22.1 Technical Specifications and Drawings

(a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section 6 (Schedule of Supply) and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

22.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition

or the revised version of such codes and standards shall be those specified in the Section 6 (Schedule of Supply). During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.

23. Packing and Documents

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

23.2 The packing, 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 in the SCC, and in any other instructions ordered by the Purchaser.

24. Insurance

24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency from an eligible country, against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

25. Transportation

25.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Section 6 (Schedule of Supply).

26. Inspections and Tests

26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Section 6 (Schedule of Supply).

26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in the Purchaser's country as specified in the SCC. Subject to GCC Subclause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Subclause 26.2, provided that the Purchaser 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.

26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission

or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes, and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

26.7 The Purchaser 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 Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Subclause 26.4.

26.8 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 Purchaser or its representative, nor the issue of any report pursuant to GCC Subclause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.

27. Liquidated Damages

27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price 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 Purchaser may terminate the Contract pursuant to GCC Clause 35.

28. Warranty

28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

28.2 Subject to GCC Subclause 22.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for 12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination

indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.

28.4 The Purchaser shall give Notice to the Supplier, stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

28.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.

28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

29. Patent Indemnity

29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Subclause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

(b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Subclause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

29.3 If the Supplier fails to notify the Purchaser within 28 days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

29.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim,

and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.

29.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

30. Limitation of Liability

30.1 Except in cases of gross negligence or willful misconduct,

(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.

31. Change in Laws and Regulations

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

32. Force Majeure

32.1 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 an event of Force Majeure.

32.2 For purposes of this clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care

on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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 event.

33. Change Orders and Contract Amendments

33.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and

(d) the Related Services to be provided by the Supplier.

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within 28 days from the date of the Supplier's receipt of the Purchaser's change order.

33.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

34. Extensions of Time

34.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 27,

unless an extension of time is agreed upon, pursuant to GCC Subclause 34.1.

35. Termination

35.1 Termination for Default

(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part,

(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 34; or

(ii) if the Supplier fails to perform any other obligation under the Contract.

(iii) if the Supplier, in the judgment of the Purchaser has engaged in integrity violations, as defined in GCC Clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

35.3 Termination for Convenience

(a) The Purchaser, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within 28 days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect

(i) to have any portion completed and delivered at the Contract terms and prices; and/or

(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

36. Assignment

36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

37. Respectful Work Environment

37.1 The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.

37.2 The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Purchaser at their first written request.

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Purchaser's country is: **Republic of the Philippines**
GCC 1.1(k)	The Purchaser is: **Philippine Competition Commission**
GCC 1.1 (q)	The Site is: **North Avenue, 25/F Vertis North Corporate Center I, Quezon City 1105**
GCC 4.2 (b)	The version of Incoterms shall be **the current edition of Incoterms, published by the International Chamber of Commerce, at the date of the Invitation for Bids**.
GCC 5.1	The language shall be: **English** The language for translation of supporting documents and printed literature is: **English**.
GCC 8.1	For **notices**, the Purchaser's address shall be: **The Chairperson, PCC Bids and Awards Committee (PBAC)** Street address: **North Avenue** Floor/ Room number: **25/F Tower 1, Vertis North Corporate Center** City: **Quezon City** ZIP code: **1105** Country: **Republic of the Philippines** Attention: **Isabelo Miguel V. Abano, BAC Secretariat** Telephone: **(+632) 8771 9722** E-mail: ivabano@phcc.gov.ph
GCC 9.1	The governing law shall be: **Republic of the Philippines**
GCC 10.2	The formal mechanism for the resolution of disputes shall be: **For a contract with a Foreign Supplier:** In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules. Place of arbitration: **Singapore** **For a contract with a Local Supplier:** In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled by arbitration in accordance with the provisions of the local arbitration procedures in the Purchaser's country.

	Place of arbitration: **Republic of the Philippines**
GCC 11.1	The Scope of Supply shall be defined in **Section 6 (Schedule of Supply)**. At the time of awarding the contract, the Purchaser shall specify any change in the scope of supply with respect to Section 6 (Schedule of Supply) included in the Bidding Document.
GCC 12.1	Details of shipping and documents to be furnished by the Supplier shall be: **For Goods supplied from abroad as per Incoterms CIF:** Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by telex or fax the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall send the following documents to the Purchaser, with a copy to the Insurance Company: (a) three (3) copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; (b) original and three (3) copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and three (3) copies of nonnegotiable bill of lading; (c) three (3) copies of the packing list identifying contents of each package; (d) insurance certificate; (e) Manufacturer's or Supplier's warranty certificate; (f) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and (g) certificate of origin. The Purchaser shall receive the above documents at least 1 week before arrival of Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.2	The price adjustment shall be: **Not Applicable.**
GCC 16.1	Payment of the Contract Price shall be made in the following manner: Payments to the Supplier shall be made on a **ONE-TIME BASIS**. The PCC shall pay the Supplier within sixty (60) days upon receipt of the original signed Statement of Account, or billing statement, supported by Certificate of Completion and/or Certificate of Satisfactory Service Rendered to be issued by the end-user.
GCC 16.4	The currencies for payments shall be: **Philippine Peso.**
GCC 18.1	The Supplier shall provide a Performance Security of five percent (5%) of the Contract Price. The Performance Security shall be denominated in proportion to the amounts and currencies of the contract price and can only be specified at the time of awarding the contract.

GCC 18.3	The forms of acceptable Performance Security are: (a) a bank guarantee issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the format included in Section 9 (Contract Forms), or (b) a cashier's or certified check, or cash. If the institution issuing the performance security is located outside the country of the Purchaser, it shall have a correspondent financial institution located in the country of the Purchaser to make it enforceable.
GCC 18.4	Discharge of the Performance Security shall take place: Pursuant to GCC Subclause 18.4, after delivery and acceptance of the Goods, the performance security shall be reduced to five percent (5%) percent of the Contract to cover the Supplier's warranty obligations in accordance with GCC Clause 28.3.

GCC 23.2	The packing, marking, and documentation within and outside the packages shall be as follows: Shipping marks shall be printed on two (2) long- and the topside of each package. Shipping marks shall include the following information: i. Consignee ii. Contract No. iii. Supplier iv. Packing List No. v. Equipment vi. Weight Net (kg) vii. Weight Gross (kg) viii. Outer Dimensions (cm) LxWxH ix. Package No. and Total x. Port of Destination (If required) a. All packages shall be clearly and properly marked in English language. If possible, marks shall be in minimum A4 size (21x29.7cm), and on larger packages A3 size (42x29.7cm). b. The texts shall be printed by means of stamps, stencil-plates or electronically. The use of stickers is not allowed, unless securely covered by plastic. c. The position of sling or chain shall be indicated on the packing case for facilitating the use of crane, if necessary. Bundles and loose items shall be supplied with at least two metal labels bearing the shipping marks and placed on each side of the package. d. Wherever necessary the packages shall be marked with special markings such as “TOP”, “BOTTOM”, “DO NOT OVERTURN”, “FRAGILE”, “HANDLE WITH CARE”, “KEEP DRY”, etc. as well as a special symbol indicating the top. The relevant international symbols for handling, transport and storage shall be used. The symbols must be placed at visible spots. One shall not use more symbols than strictly necessary. e. In case equipment and/or material requires to be stored under special storage conditions such conditions shall be clearly marked on the package and the Purchaser will have to be advised in writing by the Supplier accordingly prior to shipment. In case no notice of special storage conditions is given by the Supplier to the Purchaser, no special precautions will be taken during storage by the Purchaser. The Supplier will be held responsible for any and all damages which may occur due to the failure of the Supplier to provide the Purchaser in time with the relevant special storage conditions.
GCC 24.1	The insurance coverage shall be in accordance with Pursuant to GCC, Subclause 24.1. The Supplier must insure the Goods in an amount equal to 110% of the CIF price of the Goods from “Warehouse” to “Warehouse” on “All Risks” basis, including War Risks and Strikes.
GCC 25.1	Obligations for transportation of the Goods shall be in accordance with Incoterms 2020.

GCC 26.2	Tests and Inspections specified in Section 6 (Schedule of Supply), shall be carried out at the following times or milestones, and places: Place of Testing: **25/F Tower 1, Vertis North Corporate Center, Quezon City** Date and Time: **Immediately after complete delivery of equipment and peripherals. 9:00AM – 4:00PM** Contact Person: Name: **Allan Roy D. Mordeno, IT Officer III, AO-ICTD** Telephone: **(+632) 8771 9722**
GCC 27.1	The applicable rate for liquidated damages for delay shall be: **0.5% of the Contract Price per week or part thereof**: The maximum amount of liquidated damages shall be **10% of the Contract Price.**
GCC 28.3	The period of validity of the Warranty shall be: **12 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for 18 months after the date of shipment or loading in the country of origin, whichever period concludes earlier.** The place of final destination shall **be at the Purchaser's address**: **The Chairperson, PCC Bids and Awards Committee (PBAC)** Street address: **North Avenue** Floor/ Room number: **25/F Tower 1, Vertis North Corporate Center** City: **Quezon City** ZIP code: **1105** Country: **Republic of the Philippines** Attention: **Allan Roy D. Mordeno, IT Officer III, AO-ICTD** Telephone: **(+632) 8771 9722**
GCC 28.5	The Supplier shall correct any defects covered by the Warranty within **three (3)** days of being notified by the Purchaser of the occurrence of such defects.
GCC 30.1 (b)	The amount of aggregate liability shall be **100% of the Contract Price**.

Section 9: Contract Forms

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Notice of Intention for Award of Contract

[*on letterhead paper of the Purchaser*]

[*date of notification*]

To: [*name of the Bidder*]
Attention: [*insert name of the Bidder's authorized representative*]
Address: [*insert address of the Bidder's authorized representative*]
Telephone/Fax numbers: [*insert telephone/fax numbers of the Bidder's authorized representative*]
E-mail Address: [*insert e-mail address of the Bidder's authorized representative*]

This is to notify you of our intention to award the contract [*insert name of the contract and identification number, as given in the Bid Data Sheet*]. You have [*insert number of days as specified in ITB 40.1 of the BDS*] days from the date of this notification to (i) request for a debriefing in relation to the evaluation of your Bid; and/or (ii) submit a bidding-related complaint in relation to the intention for award of contract, in accordance with the procedures specified in ITB 46.1.

The summary of the evaluation are as follows:

1. List of Bidders

Name of Bidder	Bid Price as Read Out at Opening	Evaluated Bid Price

2. Reason/s Why Your Bid Was Unsuccessful

……
……
……
……

3. The Successful Bidder

Name of Bidder:	
Address:	
Contract Price:	
Duration of Contract:	
Scope of the Contract Awarded:	
Amount Performance Security Required:	

Authorized Signature: ……

Name and Title of Signatory: ……

Name of Agency: ……

Notification of Award

[*on letterhead of the Purchaser*]

Letter of Acceptance

[*date*]

To: [*name and address of the supplier*]

Subject: Contract No. [*please specify*]

This is to notify you that your Bid dated [*date*] for execution of the [*name of the contract and identification number, as given in the Bid Data Sheet*] for the Accepted Contract Amount of the equivalent of [*amount in words and figures and name of currency*], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract and any additional security required as a result of the evaluation of your bid, using for that purpose the Performance Security Form included in Section 9 (Contract Forms) of the Bidding Document.

Authorized Signature: ……..

Name and Title of Signatory: ……..

Name of Agency: ……

Attachment: Contract Agreement

Contract Agreement

THIS AGREEMENT made on the *[insert date]* day of *[insert month], [insert year],* between Philippine Competition Commission of 25/F Vertis North Corporate Center I, North Avenue, Quezon City, Philippines (hereinafter "the Purchaser"), of the one part, and *[insert complete name of the supplier]* of *[insert complete address of the supplier]* (hereinafter "the Supplier"), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., *[insert brief description of the goods and related services]* and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of *[insert currency or currencies and amount of contract price in words and figures]* (hereinafter "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 Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) Letter of Acceptance;
   (b) Bid Submission Sheet and the Price Schedules submitted by the Supplier;
   (c) Addenda Nos. [*insert addenda numbers if any*][1]
   (d) Special Conditions of Contract;
   (e) List of Eligible Countries that was specified in Section 5 of the Bidding Document;
   (f) General Conditions of Contract;
   (g) Schedule of Supply; and
   (h) any other documents shall be added here.

   This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 times 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 *[indicated name of country]* on the day, month, and year indicated above.

[1] Information contained in the addenda and or addendum should preferably be included in the contract documents to avoid potential ambiguities during contract implementation. If however, unavoidable priority should be decided depending on the nature of information provided in the addenda/addendum.

Signed by *[insert authorized signature for the Purchaser]* (for the Purchaser)

Signed by *[insert authorized signature for the supplier]* (for the Supplier)

Performance Security

[*Bank's name, and address of issuing branch or office*]

Beneficiary: .....[*Name and address of the Purchaser*] .....

Date: .....[*Insert date (as day, month, and year)*] **.....**

Performance Guarantee No.: .....

We have been informed that [*name of the supplier*] (hereinafter called "the Supplier") has entered into Contract No. [*reference number of the contract*] dated [*date*] with you, for the execution of [*name of contract and brief description of goods and related services*] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we [*name of the bank*] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [*name of the currency and amount in words*][1] [*amount in figures*] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Supplier is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the [*date*] day of [*month*], [*year*],[2] and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded [3]

. . . . . .

[*Signature(s) and seal of bank (where appropriate)*]

-- Note to Bidder --

If the bank issuing performance security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

[1] The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or in any freely convertible currency acceptable to the Purchaser.

[2] Insert the date 28 days after the expected completion date. The Purchaser should note that in the event of an extension of the time for completion of the contract, the Purchaser would need to request an extension of this guarantee from the guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Purchaser's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[3] Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.

Advance Payment Security

[*insert complete name and number of contract*]

To: [*insert complete name of the Purchaser*]

In accordance with the payment provision included in the Contract, in relation to advance payments, [*insert complete name of the supplier*] (hereinafter called "the Supplier") shall deposit with the Purchaser a security consisting of [*indicate type of security*], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [*insert currency and amount of guarantee in words and figures*].

We, the undersigned [*insert complete name of the guarantor*], legally domiciled in [*insert full address of the guarantor*] (hereinafter "the Guarantor"), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [*insert currency and amount of guarantee in words and figures*].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [*insert date (as day, month, year)*].

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revisions, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.[1]

Name: [*insert complete name of person signing the Security*]

In the capacity of [*insert legal capacity of person signing the Security*]

Signed: [*insert signature of person whose name and capacity are shown above*]

Duly authorized to sign the security for and on behalf of [*insert seal (where appropriate) and complete name of the guarantor*]

Date: [*insert date of signing*]

-- Note to Bidder --

If the bank issuing advance payment security is located outside the Purchaser's country, it shall be counter-guaranteed or encashable by a bank in the Purchaser's country.

[1] Or the purchaser may use "Uniform Rules for Demand Guarantees (URDG), ICC Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded" as appropriate.