

PROCUREMENT OF GOODS

Request for Quotations

**For Procurement under World Bank
COVID-19 Emergency Response Operations PCERP**

**Procurement of Various Office Furniture
WB-PCERP-06-2023**

Request for Quotations of Goods

Procurement of Various Office Furniture WB-PCERP-06-2023

Ref No: *WB-PCERP-06-2023*

Project: *Philippines: COVID-19 Emergency Response Project (PCERP)*

Procuring Entity: *Department of Health*

Country: *Philippines*

Issued on: **13 October 2023**

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Request for Quotations

WORLD BANK PCERP

RFQ Ref No.: **WB-PCERP-06-2023**

RFQ Date: 13 October 2023

To: _____ [*insert Supplier's name*]

Dear [*insert name of Supplier's representative*]:

Request for Quotation (RFQ)

1. This RFQ is for the procurement of Goods and the Related Services under the World Bank PCERP utilizing the provision of the WB Procurement Regulation for IPF Borrowers as procurement procedures.
2. The **Department of Health Government of the Philippines** has received financing from the World Bank (Bank) toward the cost of the ***Philippines: COVID-19 Emergency Response Project (PCERP)*** and intends to apply part of the proceeds toward payments under the contract for **Procurement of Various Office Furniture under WB-PCERP-06-2023**
3. The **Department of Health** now invites quotations from suppliers for the Goods and the Related Services described in Annex 1: Procuring Entity's Requirements, attached to this RFQ.

Fraud and Corruption

4. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A).
5. In further pursuance of this policy, suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

Eligible Goods (and Related Services if applicable)

6. All the Goods *and Related Services* to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Para. 10.

Eligible Suppliers

7. In case the Supplier is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.
8. A Supplier may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Supplier shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including Related Services.
9. Firms and individuals may be ineligible if so indicated in para. 10 below and:

-
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; or
 - (b) 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 or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
 10. In reference to paras. 6 and 8, for the information of suppliers, at the present time firms, goods and services from the following countries are excluded from this procurement process:
 - (a) Under para. 6 and 9 (a): [*"none"*].
 - (b) Under para. 6 and 9 (b): [*"none"*]
 11. A Supplier that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.
 12. Suppliers that are state-owned enterprises or institutions in the Procuring Entity's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
 - (a) are legally and financially autonomous;
 - (b) operate under commercial law; and
 - (c) are not under supervision of the Procuring Entity.
 13. A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Supplier:
 - (a) directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation;
 - (b) receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation;
 - (c) has the same legal representative as another Supplier that submitted a Quotation;
 - (d) has a relationship with another Supplier that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Supplier, or influence the decisions of the Procuring Entity regarding this Request for Quotations process; or
 - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or
 - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Borrower for implementing the Contract; or
 - (g) 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 this Request for Quotations, 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

- (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject 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 the Bank throughout the Request for Quotations process and execution of the Contract.

Performance Security

14. The Supplier shall submit a Performance Security to protect the Department against possible nonperformance of contract and to guarantee faithful performance of your obligations under the contract. The performance security shall be in the form of the following with the corresponding amount:

Form of Performance Security	Amount of Performance Security
Bank Guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five Percent (5%) of the Total Contract Price
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) of the Total Contract Price

15. If the Supplier will submit a Performance Security Bond, the latter must secure the security bond from a reputable insurer or surety company. The insurer or surety company must not be listed or included in the Surety/Insurance Company Negative List issued by the Government Procurement and Policy Board (GPPB).
16. The performance security must be submitted by the Supplier within ten (10) days from receipt of the Notice of Award (NOA) before a Contract Agreement shall be provided to the Supplier for signature/execution.
17. The performance security shall be returned or released to the Supplier provided that the following conditions are met:
- The supplier has performed the contract and completely delivered the goods;
 - The goods delivered were compliant with the technical specifications set by the DOH; and
 - The DOH has inspected and accepted the goods.
18. The Supplier shall ensure that the performance security shall remain valid until the goods are delivered. In case the delivery period in the original Contract is extended, the Supplier shall provide additional security or extend the validity of the security provided.

Manufacturer's Authorization

19. A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Entity's Country.

Validity of offers

20. The offers shall be valid until **for thirty (30) days from the opening date of the quotations.**

Quoted Price

21. Prices shall be quoted in the following manner:
 - (a) For Goods to be supplied from within the Procuring Entity's Country:
 - (i) the price of the Goods quoted EXW, 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 the Goods;
 - (ii) if known, any Procuring Entity's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Supplier; and
 - (b) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site): ***Bldg. No. 3 BIHC Office, Department of Health Office, San Lazaro Compound Sta. Cruz Manila.***
 - (c) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, **whenever such Related Services are specified in the Schedule of Requirements**, the price of each item comprising the Related Services (inclusive of any applicable taxes).
 - (a) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, **whenever such Related Services are specified in the Schedule of Requirements**, the price of each item comprising the Related Services (inclusive of any applicable taxes).
22. The Supplier may quote its price in a foreign currency of its choice in addition to the currency of the Procuring Entity's Country (for any local costs as applicable).

Clarifications

23. Any clarification request regarding this RFQ may be sent in writing to ASec. Maylene M. Beltran, COBAC-H Chairperson at sbacsecretariat@doh.gov.ph on or before **19 October 2023**. The Procuring Entity's will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

24. **Quotations are to be submitted in the form attached at Annex 2 and shall submit three (3) sets of true copies of the original certified as such by the bidder or his duly authorized signatory each of the requirements in one envelope.**
25. The deadline for submission of Quotations is **25 October 2023; 9:00 A.M.**
26. The address for submission of Quotations is:

Attention:

MAYLENE M. BELTRAN, MPA, CESO III
Assistant Secretary of Health
Chairperson, COBAC-H

For further information, please refer to:

*COBAC-H Secretariat
Department of Health
San Lazaro Compound, Rizal Avenue,
Sta. Cruz, Manila*

Tel. Nos. 8651-7800 local 1652
Facsimile No.: 8740-6830
Official email address: sbacsecretariat@doh.gov.ph

Opening of Quotations

27. Quotations will be opened by the Procuring Entity's representatives immediately after the deadline for the submission of Quotations.

Evaluation of Quotations

28. Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.
29. "The comparison shall be on the basis of CIP (place of final destination) prices for Goods to be supplied from outside the Procuring Entity's' country and EXW prices plus cost of inland transportation and insurance to place of destination, for Goods supplied from within the Borrower's country; together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods."]
28. "Quotation will be evaluated for the whole lot/package under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison."]
29. For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: **Philippines Peso**

Contract Award

30. The Contract will be awarded to the Supplier/s who:
 - (a) is eligible and offers eligible Goods;
 - (b) offers the lowest evaluated price/s,
 - (c) technically compliant quotation, and
 - (d) guarantees delivery, in accordance with the delivery period/s.
31. The Procuring Entity shall invite by the quickest means [*e.g. e-mail*] the successful Supplier/s for any discussion/ negotiation [*this is expected to be virtual in light of the emergency situation*] that may be needed to conclude the contract or otherwise for contract signature.
32. The Procuring Entity shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Procuring Entity's will address this request within a reasonable time.
33. The Procuring Entity shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

On behalf of the Procuring Entity:

Signature:

MAYLENE M. BELTRAN, MPA, CESO III
Assistant Secretary of Health
Chairperson, COBAC-H

Attachments:

Annex 1: Procuring Entity's Requirements
Annex 2: Quotation Form
Annex 3: Contract Forms

ANNEX 1: Procuring Entity's Requirements

1.1 Eligibility and Technical Requirements

- a) Audited Financial Statement, showing among others, the Total and Current Assets and Liabilities, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not be earlier than two (2) years;
- b) Latest Annual Income Tax / Business Tax return also refers to VAT or Percentage Tax Returns covering the previous six (6) months;
- c) Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, within two (2) years from the submission of quotation, and must be **at least fifty percent (50%) of the Estimated Budget**. For this purpose, similar contracts shall refer **to furniture/office equipment**

Or

Statement of the Bidder's two (2) or more completed contracts similar to the contract to be bid, within two (2) years from the submission of quotations, **aggregate amount of which should be equivalent to at least fifty percent (50%) of the Estimated Budget**. For this purpose, similar contracts shall refer to **furniture/office furniture**.

- d) **Duly notarized, signed and accomplished Omnibus Sworn Statement (OSS)**. (Please see attached form).
- e) **Duly notarized, signed and accomplished Authority of the Signatory, whichever is applicable (Please see attached form):**
 - i. Secretary's Certificate (i.e. corporation; joint venture agreement); or
 - ii. Special Power of Attorney (i.e. sole proprietor, partnership).

1.2 List of Goods and Delivery Period

Lot No.	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP) or <i>Named Place (for FCA)</i>	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW, FCA etc.)	Delivery Period from Date of <i>[specify appropriate milestone such as contract signature, advance payment (if applicable) etc.]</i>
1	1.1) Senior Executive Chair	40	Unit		Bldg. No. 3 BIHC Office, Department of Health Office, San Lazaro Compound Sta. Cruz Manila		Forty-Five (45) calendar days upon receipt of the approved Notice to Proceed.
	1.2) Office Table	10					
	1.3) Cabinet	10					
	1.4) Mobile Steel Pedestal	20					

1.2 [If applicable] List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
<i>[insert Service No]</i>	<i>[insert description of Related Services]</i>	<i>[insert quantity of items to be supplied]</i>	<i>[insert physical unit for the items]</i>	<i>[insert name of the Place]</i>	<i>[insert no. of days such as from Delivery Period or receipt of Goods, as appropriate]</i>

1.3 Technical Specifications

Republic of the Philippines Department of Health TECHNICAL SPECIFICATIONS			
Lot No.1	1.1) Senior Executive Chair	Quantity / Unit	40 units
Name of Manufacturer:		Country of Origin:	
Brand:			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
Detailed Technical Specifications: <ul style="list-style-type: none"> • High back (750 mm) ($\pm 5\%$) • Dimensions in mm; (Width x Depth x Thickness) 630 x 500 x 1040 – 1141 mm ($\pm 5\%$) • Black leatherette seat and back with molded foam cushion • With lockable tilting mechanism and Pneumatic height adjustment • With five-legged steel base (chrome) • Heavy duty twin caster wheel • Armrest should be C shape ergonomic design with chrome finish and polyurethane armrest pad 			
<u>Additional Requirements to be attached to Technical Specifications form arranged, numbered and tabbed as enumerated below:</u> <ol style="list-style-type: none"> 1. Original Brochure or Product Insert/Product Information 2. Warranty Certificate of six (6) months on parts and service 			

Signature over Printed Name

[date of signing]

In the capacity of:

Duly authorized to sign bid for and on behalf of:

[title or other appropriate designation]

[Name of Company]

[Complete office address]

Contact No:

Email Address:

1.1 SENIOR EXECUTIVE CHAIR



Technical Specifications

Republic of the Philippines Department of Health TECHNICAL SPECIFICATIONS			
Lot No. 1	1.2) Office Table	Quantity / Unit	10 units
Name of Manufacturer:		Country of Origin:	
Brand:			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
Detailed Technical Specifications: <ul style="list-style-type: none"> Make: Wood (laminated) Color: Light Gray Size: in mm (L x W x H) 1,200 x 600 x 760 ($\pm 5\%$) With desk grommet for cable management 			
<u>Additional Requirements to be attached to Technical Specifications form arranged, numbered and tabbed as enumerated below:</u> <ol style="list-style-type: none"> 1. Original Brochure/Catalogue or Product Insert/Product Information 2. Warranty Certificate of six (6) months warranty on parts and service 			

 Signature over Printed Name

[date of signing]

In the capacity of:

Duly authorized to sign bid for and on behalf of:

[title or other appropriate designation]

[Name of Company]

[Complete office address]

[Contact No.]

[Fax No.]

[Email Address]

Figure 10.10: A desk with a mobile cabinet.



Technical Specifications

Republic of the Philippines Department of Health TECHNICAL SPECIFICATIONS			
Lot No. 1	1.3) Cabinet, Filing 4 Layers	Quantity / Unit	10 units
Name of Manufacturer:		Country of Origin:	
Brand:			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
Detailed Technical Specifications: <ul style="list-style-type: none"> Dimensions (mm): at least L900 x W450 x H1385 Material: All Metal Construction, Gauge 22 Powder-coated finish Color: Gray Centralized key-lock Mechanism with Plastic File Divider 			
<u>Additional Requirements to be attached to Technical Specifications form arranged, numbered and tabbed as enumerated below:</u> <ol style="list-style-type: none"> 1. Original Brochure or Product Insert/Product Information 2. Warranty Certificate of one (1) year warranty on parts and service 			

 Signature over Printed Name

[date of signing]

In the capacity of:

Duly authorized to sign bid for and on behalf of:

[title or other appropriate designation]

[Name of Company]

[Complete office address]

[Contact No.]

[Fax No.]

[Email Address]



Technical Specifications

Republic of the Philippines Department of Health TECHNICAL SPECIFICATIONS			
Lot No. 1	1.4) Cabinet, Mobile Steel Pedestal	Quantity / Unit	20 units
Name of Manufacturer:		Country of Origin:	
Brand:			
PURCHASER'S SPECIFICATION		STATEMENT OF COMPLIANCE	
Detailed Technical Specifications: <ul style="list-style-type: none"> Dimensions : W 0.400 x D 0.560 x H 0.650 meter (±5%) Material: steel, with powder coating Gauge: 22 With 3 drawers, 1 central lock, 1 pen tray, 1 file divider 5 heavy-duty castors Color: Light Gray 			
<u>Additional Requirements to be attached to Technical Specifications form arranged, numbered and tabbed as enumerated below:</u> <ol style="list-style-type: none"> 1. Original Brochure or Product Insert/Product Information 2. Warranty Certificate of six (6) months warranty on parts and service 			

Signature over Printed Name

[date of signing]

In the capacity of:

Duly authorized to sign bid for and on behalf of:

[title or other appropriate designation]

[Name of Company]

[Complete office address]

[Contact No.]

Fax No.]

[Email Address]



1.3.4 Inspection

Upon delivery, the End-User shall conduct a physical inspection to ascertain the physical condition and acceptability of the items. *[See also see CC17- Inspections and Tests].*

ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	
Supplier's Representative:	
Title/Position:	
Address:	
Email:	

To:	Department of Health
Procuring Entity's Representative:	MAYLENE M. BELTRAN, MPA, CESO III
Title/Position:	Assistant Secretary of Health Chairperson, COBAC-H
Address :	<i>COBAC Conference Room, G/F, Bldg. 6 Department of Health San Lazaro Compound, Rizal Avenue Sta. Cruz, Manila</i>
RFQ Ref No.:	WB-PCERP-06-2023
Date of Quotation:	25 October 2023

Dear [insert name of Procuring Entity's Representative]:

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods and the Related Services as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

3. We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations. **Suspension and Debarment**

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World

Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Procuring Entity's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. Quotation Price

The total price of our offer is *insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*.

5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

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

Name of Recipient	Address	Reason	Amount

8. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Suppliers.

9. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier:

[insert complete name of person duly authorized to sign the Quotation]

Title of the person signing the Quotation:

[insert complete title of the person signing the Quotation]

Signature of the person named above:

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

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

Price Schedules

Quotation for Goods: Price Schedule 1 For Goods to be supplied from outside the Procuring Entity's country

1	2	3	4	5	6	7	8	9
Lot N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [<i>insert place of destination</i>] [<i>as applicable, FCA (named place)</i>]	CIP (or FCA as applicable) Price per line item (Col. 5x6)	[<i>FOR CIP, IF REQUIRED</i>] Price per line item for inland transportation and other services required in the Procuring Entity's Country to convey the Goods to their final destination specified in RFQ	Total Price per Line item (Col. 7+8)
[<i>insert number of the item</i>]	[<i>insert name of good</i>]	[<i>insert country of origin of the Good</i>]	[<i>insert quoted Delivery Date quoted phased Delivery periods if applicable</i>]	[<i>insert number of units to be supplied and name of the physical unit</i>]	[<i>insert unit price CIP per unit</i>]	[<i>insert total CIP price per line item</i>]	[<i>insert the corresponding price per line item</i>]	[<i>insert total price of the line item</i>]
							Quotation Price	

Quotation for Goods: Price Schedule 2

For Goods to be supplied from within the Procuring Entity's country

1	2	3	4	5	6	7	8	9
Lot N°	Description of Goods	Delivery Date as defined by Incoterms	Quantit y and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	[IF REQUIRED] Price per line item for inland transportation and other services required in the Procuring Entity's Country to convey the Goods to their final destination, specified in RFQ	[if known] Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
							Quotation Price	

Quotation for Related Services: Price Schedule 3

1	2	3	4	5	6	7	
Lot No.	Item description	Description of Services (excludes inland transportation and other services required in the Procuring Entity's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Quotation Price							

Total Quotation: Price Schedule 4

The total price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Related Services: Price Schedule 3 <i>[if applicable]</i>	
Total Quotation	

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)]*;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

If a sole proprietorship: The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder in compliance with the Request for Quotation, which includes:
- a) Carefully examine all of the Request for Quotation;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made of given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
 [Insert signatory's legal capacity]
 Affiant

SUBSCRIBED AND SWORN to before me this ___ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ___ at _____.

Witness my hand and seal this ___ day of [month] [year].

NAME OF NOTARY PUBLIC
 Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. _____ [date issued], [place issued]
 IBP No. _____ [date issued], [place issued]

Doc. No. _____
 Page No. _____
 Book No. _____
 Series of _____

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at [complete office address], **DO HEREBY CERTIFY**, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the Regular/Special meeting of the Board of Directors of the said Corporation duly convened and held on [dd mm yy] at which meeting a quorum was present and acted throughout, the following resolution was unanimously approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

(Resolution No. _____)

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of the [Name of the Project and reference number] by the **DEPARTMENT OF HEALTH (DOH)**; and that if awarded the project shall enter into a contract with the **DOH**; and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

IN WITNESS WHEREOF, I/We have hereunto set my/our hands this ____ day of [month] [year] at [place of execution].

[Corporate Secretary]

SUBSCRIBED AND SWORN to before me this __ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, [date issued], [place issued]

IBP No. __, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

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

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that the undersigned [name], [title] of [name of Company], is lawfully authorized to represent and act on behalf of the [name of company], a company registered under the laws of the Republic of the Philippines with its registered office at [complete office address], do hereby APPOINT, NAME and CONSTITUTE, [name], [title] of [name of company] as my true and lawful attorney-in-fact to act for and in my name and stead, to do, execute and perform any and all acts necessary and/or represent in the bidding and perform the following acts:

1. To participate and submit a bid to the **DEPARTMENT OF HEALTH** for the Procurement of [Name of Project and reference number].
2. To make, sign, execute, deliver and receive contracts, agreements and any and all documents pertinent thereto, as may be necessary to carry into effect the foregoing authority and to bind myself with the DOH.

HEREBY GIVING AND GRANTING unto my said attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite or necessary or proper to be done in and about the premises as fully to all intents and purposes as I might or could lawfully do if personally present, with power of substitution and revocation, and hereby ratifying and confirming all that my said attorney-in-fact shall lawfully do or cause to done under and by virtue of these presents.

IN WITNESS WHEREOF, I/We have hereunto set my/our hands this ____ day of [month] [year] at [place of execution].

[Principal]

[Legal Representative/s]

Attorney-in-Fact SIGNED IN THE PRESENCE OF

SUBSCRIBED AND SWORN to before me this __ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this __ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
 Notary Public for _____ until _____
 Roll of Attorneys No. _____
 PTR No. __, [date issued], [place issued]
 IBP No. __, [date issued], [place issued]

Doc. No. ____
 Page No. ____
 Book No. ____
 Series of ____

ANNEX 3: Contract Forms

Contract Agreement

THIS AGREEMENT made the ___ day of _____, 2023,

BETWEEN

- (1) the **Department of Health**, a *Republic of the Philippines under the laws of Philippines* and having its principal place of business at **San Lazaro Compound, Rizal Avenue, Sta. Cruz, Manila, Philippines 1003**. (hereinafter called “the Procuring Entity”), of the one part, and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of *Philippines* and having its principal place of business at _____ (hereinafter called “the Supplier”), of the other part:

WHEREAS the Procuring Entity invited quotations for certain Goods and ancillary services for the **Procurement of Various Office Furniture under WB-PCERP-06-2023** and has accepted a quotation by the Supplier for the supply of those Goods and Services

The Procuring Entity and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Award of Contract
 - (b) the Supplier’s quotation and all other documents/statements submitted (e.g., supplier’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation)
 - (c) Conditions of Contract
 - (d) the Procuring Entity’s Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract specified in the Request for Quotation.
3. In consideration of the payments to be made by the Procuring Entity to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable 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 the Republic of the Philippines on the day, month and year indicated above.

For and on behalf of the Purchaser/Procuring Entity:

Signed:

Undersecretary of Health

Project Director, PCERP

In presence of _____

Director IV
Bureau International Health Cooperation

For and on behalf of the Supplier:

Signed:

[Name of Supplier]

[Designation]

[Name of Company]

Signed in the presence of:

Representative
Accounting Division

Witness

[Name of Company]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

_____)S.S.

BEFORE ME, the undersigned Notary Public, this _____ day of _____ 20____ in _____, Philippines personally appeared the following persons with their respective Government I.D. No., to wit:

_____ - _____
(SSS, TIN, GSIS etc.)

_____ - _____
(SSS, TIN, GSIS etc.)

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me the same in their own free and voluntary act and deed individually and the institutions they represent.

This instrument consisting of **four (4) pages**, including this page on which this acknowledgment is written, are signed by the parties on the left hand margin of each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date above written.

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2023

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES

_____)S.S.

BEFORE ME, the undersigned Notary Public, this _____ day of _____ 20____ in _____, Philippines personally appeared the following persons with their respective Government I.D. No., to wit:

_____ - _____
[Name of Supplier] (SSS, TIN, GSIS etc.)

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me the same in their own free and voluntary act and deed individually and the institutions they represent.

This instrument consisting of **four (4) pages**, including this page on which this acknowledgment is written, are signed by the parties on the left hand margin of each and every page thereof.

WITNESS MY HAND AND NOTARIAL SEAL at the place and date above written.

Doc. No. _____:
Page No. _____:
Book No. _____:
Series of 2023

Conditions of Contract

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) “CC” means the Conditions of Contract. (c) “Contract” means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (f) “Day” means calendar day. (g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract. (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract. (i) “Party” means the Procuring Entity or the Contractor, as the context requires, and “Parties” means both of them. (j) “Procuring Entity” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (k) “Procuring Entity’s Country” is the country specified in the CC 2. (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable. (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the
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	<p>Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.</p> <p>(o) "The Project Site," where applicable, means the place named CC 2.</p>
<p>2. Procuring Entity, Procuring Entity's Country, Project Site/Final Destination</p>	<p>2.1 The Procuring Entity is: Department of Health</p> <p>2.2 The Procuring Entity's Country is: Philippines</p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: Bldg. No. 3 BIHC Office, Department of Health Office, San Lazaro Compound Sta. Cruz Manila</p>
<p>3. Incoterms</p>	<p>3.1 The edition of Incoterms that shall apply is: <i>Incoterms 2020</i></p>
<p>4. Notices and Addresses for notices</p>	<p>4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p><u>Address for notices to the Procuring Entity:</u></p> <p><i>Attention: Dr. Anna Marie Celina G. Garfin</i></p> <p><i>Street Address: San Lazaro Compound, Rizal Avenue, Sta. Cruz</i></p> <p><i>City: Manila</i></p> <p><i>ZIP Code: 1003</i></p> <p><i>Country: Philippines</i></p> <p><i>Telephone: (632) 8651-7800 local 1317 / 2233</i></p> <p><i>Email: _____</i></p> <p><u>Address for notices to the Supplier:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p>
<p>5. Governing Law</p>	<p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines.</p> <p>5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when:</p> <p>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</p> <p>(b) 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</p>

	import of goods from that country or any payments to any country, person, or entity in that country.
6. Settlement of Disputes	6.1 Contracts with Supplier national of the Procuring Entity's Country: In the case of a dispute between the Procuring Entity and the Supplier who is a national of the Procuring Entity's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Procuring Entity's Country.
7. Shipping and other documents to be provided	7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements/Technical Requirements.
8. Contract Price	8.1 The Contract Price is specified in Price Schedule 4. 8.2 Subject to CC 31 and 32, the prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Procuring Entity.
9. Terms of payment	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods and Services supplied from within the Procuring Entity's Country shall be made in Philippine Peso, as follows: i. On Delivery: Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and within 15 days after submission of the documents specified in CC 7. ii. On Acceptance: The remaining twenty (20) percent of the Contract Price shall be paid to the Supplier within fifteen (15) days after the date of the acceptance certificate for the respective delivery issued by the Procuring Entity's
10. Taxes and Duties	10.1 For Goods manufactured outside the Procuring Entity's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Entity's Country. 10.2 For Goods Manufactured within the Procuring Entity's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity. 10.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Entity's Country, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

<p>11. Performance Security</p>	<p>11.1 The Supplier shall submit a Performance Security to protect the Department against possible nonperformance of contract and to guarantee faithful performance of your obligations under the contract. The performance security shall be in the form of the following with the corresponding amount:</p> <table border="1" data-bbox="571 421 1445 1003"> <thead> <tr> <th data-bbox="571 421 1027 524">Form of Performance Security</th> <th data-bbox="1027 421 1445 524">Amount of Performance Security</th> </tr> </thead> <tbody> <tr> <td data-bbox="571 524 1027 786">Bank Guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td> <td data-bbox="1027 524 1445 786">Five Percent (5%) of the Total Contract Price</td> </tr> <tr> <td data-bbox="571 786 1027 1003">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td> <td data-bbox="1027 786 1445 1003">Thirty Percent (30%) of the Total Contract Price</td> </tr> </tbody> </table> <p>11.2 If the Supplier will submit a Performance Security Bond, the latter must secure the security bond from a reputable insurer or surety company. The insurer or surety company must not be listed or included in the Surety/Insurance Company Negative List issued by the Government Procurement and Policy Board (GPPB).</p> <p>11.3 The performance security must be submitted by the Supplier within ten (10) days from receipt of the Notice of Award (NOA) before a Contract Agreement shall be provided to the Supplier for signature/execution.</p> <p>11.4 The performance security shall be returned or released to the Supplier provided that the following conditions are met:</p> <ol style="list-style-type: none"> a. The supplier has performed the contract and completely delivered the goods; b. The goods delivered were compliant with the technical specifications set by the DOH; and c. The DOH has inspected and accepted the goods. <p>11.5 The Supplier shall ensure that the performance security shall remain valid until the goods are delivered. In case the delivery period in the original Contract is extended, the Supplier shall provide additional security or extend the validity of the security provided.</p>	Form of Performance Security	Amount of Performance Security	Bank Guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five Percent (5%) of the Total Contract Price	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) of the Total Contract Price
Form of Performance Security	Amount of Performance Security						
Bank Guarantee issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Five Percent (5%) of the Total Contract Price						
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) of the Total Contract Price						

12. Subcontractors	12.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13. Specifications and Standards	13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
14. Packing, marking and documentation	<p>14.1 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 goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>14.2 The packing, marking and documentation within and outside the packages shall be: <i>refer to the Technical Specifications</i></p>
15. Insurance cover	15.1 The insurance coverage shall be as specified in the Incoterms: ExW delivered and installed in the sites listed in the Technical Requirements.
16. Transportation	<p>16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Procuring Entity's Country, defined as the Project Site. Transport to such place of destination in the Procuring Entity's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
17. Inspections and Tests	<p>17.1 In accordance with CC 31, the Procuring Entity's 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.</p> <p>17.2 The Supplier shall provide the Procuring Entity's with a report of the results of any such test and/or inspection.</p>

	<p>The Procuring Entity's may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity's, and shall repeat the test and/or inspection, at no cost to the Procuring Entity's, upon giving a notice pursuant to CC 17.5.</p>
18. Delivery Date and Completion Date	<p>18.1 The Delivery Date of the Goods shall be: <i>within Forty-Five (45) calendar days upon receipt of the approved Notice to Proceed (NTP).</i></p>
19. Liquidated damages and bonuses	<p>19.1 The liquidated damage shall be <i>1/10 of 1%</i> per day of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance.</p> <p>The maximum amount of liquidated damages shall be <i>10 %</i> of the Contract Price. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to CC 26.</p>
20. Warranty	<p>20.1 Warranty:</p> <p>Warranty Certificate of six (6) months warranty on parts and service</p>
21. Copyright	<p>21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity 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.</p>
22. Fraud and Corruption	<p>22.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.</p> <p>22.2 The Procuring Entity requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
23. Inspections and Audit by the Bank	<p>23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors</p>

	<p>attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
<p>24. Limitation of Liability</p>	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, 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 Procuring Entity and (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, 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 Procuring Entity with respect to patent infringement.
<p>25. Force Majeure</p>	<p>25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), 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.</p> <p>25.2 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 Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>

<p>26. Termination</p>	<p>26.1 Termination for Default</p> <p>The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> (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 Procuring Entity; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, in competing for or in executing the Contract. <p>In the event the Procuring Entity terminates the Contract in whole or in part, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>26.2 Termination for Convenience</p> <ul style="list-style-type: none"> (a) The Procuring Entity, 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 Procuring Entity 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 twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect: <ul style="list-style-type: none"> (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 if applicable and for materials and parts previously procured by the Supplier.
<p>27. Forced Labor</p>	<p>27.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.</p>

	<p>27.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
<p>28. Child Labor</p>	<p>28.1 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>28.2 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
<p>29. Health and safety obligations</p>	<p>29.1 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.</p>
<p>30. Patent Indemnity</p>	<p>30.1 The Supplier shall, subject to the Procuring Entity's compliance with CC 30.2, indemnify and hold harmless the Procuring Entity 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 Procuring Entity may suffer as a result of any</p>

	<p>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:</p> <p>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>b) the sale in any country of the products produced by the Goods.</p> <p>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.</p> <p>30.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in CC 30.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>30.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.</p> <p>30.4 The Procuring Entity 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.</p> <p>30.5 The Procuring Entity 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 Procuring Entity.</p>
<p>31. Change Orders and Contract Amendments</p>	<p>31.1 The Procuring Entity may at any time order the Supplier through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;</p>

	<p>(b) the method of shipment or packing;</p> <p>(c) changes in quantities of Goods to be supplied within the range specified herewith. <i>[insert as appropriate: “The maximum percentage by which quantities may be increased is: [insert percentage]; The maximum percentage by which quantities may be decreased is: [insert percentage]”];</i></p> <p>(d) the place of delivery;</p> <p>(e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and</p> <p>(f) the Related Services to be provided by the Supplier.</p> <p>31.2 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/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 twenty-eight (28) days from the date of the Supplier’s receipt of the Procuring Entity change order.</p> <p>31.3 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.</p> <p>31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p>32. Change in Laws and Regulations</p>	<p>32.1 Unless otherwise specified in the Contract, if after the date of submission of Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Entity’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.</p>
<p>Additional Clauses</p>	<p>Permits and Clearances: The Supplier shall secure all the necessary permits and/or clearances required for the delivery, transportation, and installation of the Containers including the permits and clearances for the construction/installation of the concrete pedestals and generator set housing.</p>

	Training: The Supplier must provide the end-users a training/orientation on the use and maintenance of all equipment of the 40-foot Container Mobile Triage and Holding Area.
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Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is 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;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-

consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Procuring Entity]

[date]

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

Subject: **Notification of Award of Contract No.**

In reference to the RFQ *[insert reference number and date]*, your Quotation *[insert reference number and date]* has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract