



National Kidney and Transplant Institute
Bids and Awards Committee
East Avenue, Quezon City 1100
981-0300 / 981-0400 local 1157
<http://www.nkti.gov.ph/>

SUPPLEMENTAL BID BULLETIN NO. 21-098-1

**ONE (1) LOT SUPPLY AND DELIVERY OF VARIOUS WIRES FOR MERALCO ELECTRIC
SERVICE CONNECTION OF BAXTER WAREHOUSE**

Bid Reference IB No. 21-098

This Supplemental Bid Bulletin **No. 21-098-1** is being issued to inform all the prospective bidders on the following amendment:

- a. Section II. Instructions to Bidders**
Please see attached Revised Instructions to Bidders
- b. Section III. Bid Data Sheet**
Please see attached Revised Bid Data Sheet
- c. Section VI. Schedule of Requirements**
Please see attached Revised Schedule of Requirements
- d. Section VII. Technical Specifications**
Please see attached Revised Technical Specifications

This Supplemental Bid Bulletin including Annexes, if any, shall form part of the Bid Documents. Any provisions in the Bid Documents inconsistent herewith is hereby amended, modified, and superseded accordingly.

For guidance and information of all concerned.

Issued this 28th day of June 2021 in Quezon City.

(SGD)ARNOLD JOSEPH M. FERNANDEZ, MD
BAC, Chairperson

Received by: (PLS SIGN) _____

Bidder's Name: (PLS PRINT) _____

Date: _____



Revised Section II. Instruction to Bidders

1. Scope of Bid

The Procuring Entity, *National Kidney and Transplant Institute* wishes to receive Bids for the *One (1) Lot Supply and Delivery of Various Wires for Meralco Electric Service Connection of Baxter Warehouse* ~~Supply and Delivery of Various Engineering Supplies~~ with identification number *IB No. 20-098*.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2021 Corporate Operating Budget* in the amount of *Two Million Six Hundred Forty Thousand Pesos only (Php 2,640,000.00)*.

2.2. The source of funding is:

- a. The proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and



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obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- a. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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



7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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



10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the past three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:



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- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.



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15. Sealing and Marking of Bids

Each Bidder shall submit **ONE ORIGINAL COPY** of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids



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- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
 - Option 1 – One Project having several items that shall be awarded as one contract.
 - Option 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
 - Option 3 - One Project having several items, which shall be awarded as separate contracts per item.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the



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bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid.

21. Signing of the Contract

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



Revised Section III. Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <i>Various Engineering Supplies/Construction Supplies.</i> b. The Bidder must have completed within the past three(3) years a single contract similar to this project, equivalent to at least twenty-five percent (25%) of the ABC prior to the deadline for the submission and receipt of bids
7.1	<i>Subcontracting is not allowed.</i>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.
15	<p>Each Bidder shall submit one original copy of the first and second <u>components</u> of its Bid arranged, numbered, tabbed in a soft book binded folders.</p> <p>Copy 1 shall be submitted upon receipt of notice from the BAC.</p> <div style="text-align: center;"> <p>SEALING AND MARKING OF BIDS (Two-Envelope System)</p> </div>



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16	<p>The Procuring Entity date and address for the submission and opening of bids:</p> <p style="text-align: center;">July 8, 2021 (Thursday) 9:00 AM BAC Conference Room G/F NKTi Main Building East Avenue, Diliman Quezon City</p>								
19.3	All items to be grouped together to form one complete Lot that will be awarded to one bidder to form one complete contract								
20.2	<p>The LCB shall submit the following documentary requirements within a non-extendible period of five (5) calendar days from receipt of the notification.</p> <ul style="list-style-type: none"> (a) Original/Certified true copy of Latest income and business tax returns; (b) Original/Certified true copy of other appropriate licenses and permits required by law and stated in the Bidding Documents. (If Applicable); (c) Original/Certified true copy of Bureau of Internal Revenue (BIR) Registration Certificate or equivalent for foreign bidder; (d) Certified True Copy of the latest <u>General Information Sheet (GIS)</u> duly filed and received by SEC, or equivalent for foreign bidder; (e) Certificate of <u>PhilGEPS Registration (Platinum Member)</u>. 								
21.1	<p>The LCB shall submit the following additional documents in two (2) sets within a non-extendible period of five (5) calendar days from receipt of the notification.</p> <p>a. Original/ Certified true copy of Certificate of Satisfactory Performance bearing the client's logo and contact information excluding National Kidney and Transplant Institute;</p> <p>b. Certificate of Warranty that all materials and parts as Construction Supplies and Materials are brand new, free from defects and strictly in accordance with the Technical Specification and essential technical performance characteristics of the Construction Supplies and Materials. Warranty is applicable to the Engineering supplies, such as but not limited to the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th> <th style="text-align: center;">Shelf Life from date delivery</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Warranty Period</th> </tr> </thead> <tbody> <tr> <td>Paints (latex, oil-based, acrylic, alkyd, epoxy, etc.)</td> <td style="text-align: center;">6 months</td> <td>Faucet, Shower set, Flusher</td> <td style="text-align: center;">1 year</td> </tr> </tbody> </table>	Description	Shelf Life from date delivery	Description	Warranty Period	Paints (latex, oil-based, acrylic, alkyd, epoxy, etc.)	6 months	Faucet, Shower set, Flusher	1 year
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Paints (latex, oil-based, acrylic, alkyd, epoxy, etc.)	6 months	Faucet, Shower set, Flusher	1 year						



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	Sealants, Contact Cement, Wood Glue, Fillers, etc.	1 year	Lockset and doorknobs	1 year
	Epoxy (Marine, fiber joint cement)	6 months	Actuator Valve	1 year
	Thinner (Paint, Lacquer)	1 year	Thermostat Control	1 year
	Solvents	1 year	LED Bulbs and Lamps	At least 2 years
	Tile Adhesive, Cement	6 months	Fluorescent lamps	At least 1 year



Revised Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months	Place of Delivery
1	One (1) Lot Supply and Delivery of Various Wires for Meralco Electrical Service Connection of Baxter Warehouse	1 lot		Delivery Period: Initial delivery is within 7 60-75 calendar days upon receipt of P.O. and thereafter on staggered delivery as per schedule. Delivery of materials shall be allowed from Monday-Friday, 9:00am- 4:00pm. NOTE: Any replacement outside of the approved specification is <u>NOT ALLOWED.</u>	NKTI SMD/PD Warehouse

Standard Payment Terms: Staggered payment within 60 days from receipt of original copy of Invoice/ DR stamped & received by SMD. No payment for incomplete delivery unless there's a written and signed notice from supplier that a particular item/s cannot be delivered for any reason

Conforme:

Name: _____

Legal Capacity: _____

Signature: _____

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

Revised Section VII. Technical Specifications

Instruction:

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

Item No.	Items/Supplies Specifications	Brand Name Offered	Statement of Compliance
1	Wire, Stranded, #350MCM AWG (175 MM ²) THHN, Blue, Soft Annealed Copper, 90°C in Dry location / 75°C in Wet location, Thermoplastic Insulated-Flame Retardant PVC, Nylon Jacketed, UL Listed (UL 83)		
2	Wire, Stranded, #350MCM AWG (175 MM ²) THHN, Red, Soft Annealed Copper, 90°C in Dry location / 75°C in Wet location, Thermoplastic Insulated-Flame Retardant PVC, Nylon Jacketed, UL Listed (UL 83)		
3	Wire, Stranded, #350MCM AWG (175 MM ²) THHN, White, Soft Annealed Copper, 90°C in Dry location / 75°C in Wet location, Thermoplastic Insulated-Flame Retardant PVC, Nylon Jacketed, UL Listed (UL 83)		
4	Wire, Stranded, #350MCM AWG (175 MM ²) THHN, Yellow, Soft Annealed Copper, 90°C in Dry location / 75°C in Wet location, Thermoplastic Insulated-Flame Retardant PVC, Nylon Jacketed, UL Listed (UL 83)		

NOTE: All wires must be ~~branded and shall be~~ delivered in equal length of 200 meters each color. Specifications must be visible on the wire insulation.

CONFORME:
(Company Name)
(Name and Signature of Authorized Representative)



TERMS OF REFERENCE

ENGINEERING SUPPLIES

1. SUPPLIER SPECIFICATION

The SUPPLIER/DISTRIBUTOR shall undertake to supply and deliver the Construction Supplies and material procured by NKTi in accordance with the technical specification of Construction Supplies and Materials sought to be procured and the general terms and condition.

- 1.1. The end-user has a right to refuse any deliveries which has damage/defects and notcompliant to the approved specifications.
- 1.2. The following supplies, but not limited to paints, sealants, adhesive, solvents, thinners,grouts, cements, shall observe the following:
 - 1.2.1. From date of delivery to expiration date, supplies should have at least six (6) months shelf life.
 - 1.2.2. Labelling of the manufacturing and expiration dates must be visible and printed into the body/package of the products including the storage requirements.
- 1.3. SUPPLIER/DISTRIBUTOR, during the submission of bid or quotation, shall specifythe brand of the items offered, or to submit sample of the items as maybe required to facilitate evaluation once notified. Submit sample within seven (7) working days from date of receipt of notice.
- 1.4 Unless otherwise designated, test in accordance with AASHTO, ASTM or other methods will be made by and at the expense of the SUPPLIER/DISTRIBUTOR. Samples will be taken by a qualified representative.

2. SUPPLIER/DISTRIBUTOR ELIGIBILITY

- 2.1 The Supplier/Distributor shall be responsible for processing of all permits and clearances necessary and pertinent papers appertaining to the supply and delivery of the Construction Supplies and Materials sought to be produced and transported.
- 2.2. The Supplier/Distributor must be in the business of General Merchandise or Hardware for the last three (3) years.
- 2.3 The Supplier/Distributor must secure from at least two (2) clients a Certificate of Satisfactory Performance bearing the client's logo and contact information excluding National Kidney and Transplant Institute.

3. DELIVERIES

All materials/products shall be handled in such manner as to preserve their quality and fitness for the use and shall be in the manufacturer's original packaging. The SUPPLIER/DISTRIBUTOR shall be responsible for all delivered

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>



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materials and will make good any shortages and deficiencies from any cause whatsoever and for any damage which may occur after such delivery.

3.1. Ordering and delivery are based on PR/PO for three (3) months consumption (staggered delivery as per need arises **unless otherwise specified in the PO**).

3.2. All engineering supplies must be delivered according to materials approved specifications/brand/model. Substitution is not allowed.

3.2.1 All Suppliers and Contractors shall be responsible for the transport, carry, haul, and delivery of all supplies and materials to GSD Warehouse.

3.2.2 Provide lifters, push carts and ladders if necessary, including enough manpower.

3.2.3 Delivery of materials shall be allowed from Monday to Friday, 9:00am to 4:00pm. In case of non-acceptance of late or returned delivery, NKTi is not liable for any backload charges.

Disapproved or rejected deliveries, shall be replaced within two (2) working days. Otherwise, it will be subjected to penalty.

3.3. Gravel or aggregate shall be transported from the storage site to the project in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring in order that there may be no inconsistencies in the quantities of materials.

4. SUPPLIER/DISTRIBUTOR WARRANTIES

The SUPPLIER/DISTRIBUTOR warrants that all materials and parts as Construction Supplies and Materials are brand new, free from defects and strictly in accordance with the Technical Specification and essential technical performance characteristic of the Construction Supplies and Materials.

4.1. Warranty is applicable to the Engineering supplies, such as but not limited to the following:

Description	Shelf Life from date delivery	Description	Warranty Period
Paints (latex, oil-based, acrylic, alkyd, epoxy, etc.)	6 months	Faucet, Shower set, Flusher	1 year
Sealants, Contact Cement, Wood Glue, Fillers, etc.	1 year	Lockset and doorknobs	1 year
Epoxy (Marine, fiber joint cement)	6 months	Actuator Valve	1 year
Thinner (Paint, Lacquer)	1 year	Thermostat Control	1 year
	1 year	LED Bulbs and Lamps	At least 3 years

CONFORME:
(Company Name)
(Name and Signature of Authorized Representative)



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Solvents			
Tile Adhesive, Cement	6 months	Fluorescent lamps	At least 1 year

- 4.2. The SUPPLIER/DISTRIBUTOR shall undertake at their own expense all improvements and/or replacements of the construction supplies and materials manufactured or assembled which are found to be inferior or defective and which are brought to the attention on the SUPPLIER/DISTRIBUTOR.
- 4.3. In cases of 5% defects of the total quantity of delivered supplies is found to be defective and found to have functionality concern, End-user will provide Post Evaluation Report. The SUPPLIER/DISTRIBUTOR shall replace the total quantity delivered within five(5) calendar days from the discovery thereof.

5. TERMINATION

Gross violation of any provision of the contract is a ground for termination of the agreement.

We guarantee that we will submit sample within 3 calendar days upon notice from the BAC. Failure to submit within the prescribed period will automatically disqualify the bidder.

(NOTE: Submission of samples are no longer necessary if used by the end-user or otherwise specified by the end-user.)

(Upon receipt of notice, Lowest Calculated Bidder shall also submit clear copies of the colored picture and COMPLETE PRODUCT DATA SHEET [i.e., brochures, pamphlets, sales literature, documentation of standards of compliance, etc.], with the required specifications already highlighted, of the item proposed in A4 size photo paper indicating the brand name with reference number).

Conforme:

Name: _____

Legal Capacity: _____

Signature: _____

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

CONFORME:
<i>(Company Name)</i>
<i>(Name and Signature of Authorized Representative)</i>