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Republic of the Philippines  
Province of Guimaras  
**Bids and Awards Committee**  
Request for Price Quotation No. 2019-03-159



Terms and Conditions:

Negotiated Procurement

1. All entries must be filled-up and typewritten/printed legibly. Failure to use this form will result to disqualification of your bid.
- 2. Delivery period: 10 days after the approved PO.**
3. Price validity shall be for a period of at least sixty (60) calendar days from opening of bids.
4. Bids exceeding from the Approved Budget for the Contract (ABC) shall be disqualified.
5. The participating bidder/supplier or an authorized representative must indicate an email address or working fax number. Notice to either of these (email/fax number) is considered sufficient notice.
6. The supplier/awardee(s) must conform to the Notice of Award within three (3) calendar days from notice of such award in accordance with No. 5 – Terms and Conditions as above indicated otherwise the award shall be forfeited or cancelled.
7. The bidder/supplier must have no unreceived Notice to Proceed not later than three (3) days from the date of conformation or acceptance of the Purchase Order or the last day of the Performance Security whichever comes later otherwise, it is a ground for disqualification.
8. The bidder/supplier must have no unconformed or unacceptable Notice of Award beyond the 3-day period from notice of the same during the bidding or submission of quotations, otherwise, it is a ground for disqualification.
9. The bidder/supplier must have no uncompleted/unaccepted delivery beyond the delivery period provided in the Notice to Proceed otherwise, it is ground for disqualification.
10. The bidder/supplier at the time of the bid must have no unposted performance security beyond the period provided in the Notice of Award otherwise, it is ground for disqualification.
11. If the Certificate of Product Registration (CPR) is required, the supplier/bidder is encouraged to submit their CLEAR copy of the CPR prior to the day of the bidding or canvass for pre checking/examination to determine if it is responsive to or covers the item(s) bided or purchased.
12. AWARDEE shall be responsible for the source(s) of his supplies, materials, equipment and shall make deliveries in accordance with the schedule, quality and specifications of award and purchase order. Failure of the AWARDEE to comply with the same shall be ground for the cancellation of the award and purchase order issued to the AWARDEE and for re-awarding of the item(s) to the ALTERNATIVE AWARDEE.
13. AWARDEE shall pick-up the purchase/job order(s) issued in his favor within ten (10) calendar days after receipt of the Notice to that effect, A telephone call or Fax transmission shall constitute an official notice to the AWARDEE. Thereafter, if the purchase/job order(s) remains unclaimed, the said purchase/job order(s) shall be sent by messengerial service to the AWARDEE at the latter's expense. To avoid delay in the delivery of the requesting agency's requirement, all DEFAULTING AWARDEES shall be precluded from proposing or submitting a substitute sample.
14. Subject to the provisions of the preceding paragraph, where AWARDEE has accepted a purchase/job order but fails to deliver the required product(s) within the time called for the same order, he shall be extended a maximum of fifteen (15) calendar days under liquidated damages to make good his delivery. Thereafter if the AWARDEE has not completed within the extended period, the subject purchase/job order shall be cancelled and the award for the undelivered balance withdrawn from the AWARDEE. The Province of Guimaras will then purchase the required item(s) from such other source(s) as it may determine, with the difference in price to be charged against the DEFAULTING AWARDEE. Refusal of the DEFAULTING AWARDEE to shoulder the price difference shall be ground for his disqualification from the future bids of the same or all items, without prejudice to the imposition of other sanctions as prescribed under R.A. 9184 and its IRR.
15. All deliveries by suppliers shall be subject to inspection and acceptance by the representative of the General Services Office and End User.
16. Rejected deliveries shall be construed as non-delivery of product(s)/item(s) so ordered and shall be subject to liquidated damages, subject to the terms and conditions prescribed under paragraph 15 hereof.
17. Supplier shall guarantee his deliveries to be free from defects. Any defective item(s)/product(s) therefore that may be discovered by the End User within warranty period after acceptance of the same shall be replaced by the supplier within seven (7) calendar days upon receipt of a written notice to that effect.
18. Warranty shall be for a period of three (3) months for supplies and materials, one (1) year for equipment, from the date of acceptance by the General Services Office and End User.
19. Performance Security shall be required from the winning bidder in accordance with the provisions of R.A. 9184 and its IRR.
20. In case of tie, after post qua, among bidder determined & declared a Lowest Calculated Responsive Bid or HRRB. In all cases the measures determined by the procuring entity shall be non-discretionary & non-discriminatory and that it is based on sheer luck or chance. The winning supplier should be determined by "Toss Coin" in the presence of suppliers concerned during BAC meeting pursuant to GPPB Circular # 006-2015.

I hereby certify that I have issued this  
Request for quotation (RFQ) to this bona fide supplier

**RONNIE D. MORANTE**  
BAC Chairman