Republic of the Philippines	Project Reference No. SPLIT-REF-038-A
DEPARTMENT OF AGRARIAN REFORM	**Project: DAR-SPLIT**
Tunay na Pagbabago sa Repormang Agraryo	**Country: Philippines**

REQUEST FOR QUOTATION

RFQ No. <u>**SPLIT-REF-038A**</u>
RFQ Date: <u>**November 10, 2023**</u>

_____
_____
[insert Contractor's name]

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

The Department of Agrarian Reform has received a *loan* from the World Bank (**Loan Agreement No. 9141-PH dated July 2020**) and intends to apply the proceeds of this *loan* to eligible payments under the contracts for which this request for quotation is issued. The World Bank requires that borrowers, as well as bidders, suppliers, contractors, and consultants observe the highest standard of ethics during the procurement and execution of contracts according to page 11, Attachment 1 '**World Bank Policy – Corruption and Fraudulent Practices**'.

Please quote your lowest price on the item/s listed on page 2, subject to the Terms and Conditions on pages 7-10, stating the shortest time of delivery, and submit your quotation duly signed by your representative not later than 9:00 A.M. of **December 1, 2023**, in the return envelope attached herewith, at the Procurement Division Office, Ground Floor, DAR Main Building, DAR Central Office, Elliptical Road, Diliman, Quezon City.
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For more information/clarification, you are invited to attend a pre-bidding conference on **November 20, 2023**, at 10:00 A.M. at the FASPO Minister's Conference Room, 2nd Floor, Main Building, DAR Complex, Elliptical Road, Diliman, Quezon City, or send e-mail at <u>procurementdivision.darco2013@gmail.com</u> or <u>splitbacsec.gncs@gmail.com</u> addressed to:

> **Atty. Ma. Regina M. Alimarin**
> BAC Secretariat Chairperson
> Procurement Division
> DAR Central Office, Elliptical Road,
> Diliman, Quezon City.

(Sgd.) USEC. AMIHILDA J. SANGCOPAN
Chairperson, Bids and Awards Committee/
Undersecretary, Office of Mindanao Affairs

Annex A

INSTRUCTIONS:

1. ALL ENTRIES MUST BE TYPEWRITTEN
2. DELIVERY PERIOD SHALL BE WITHIN <u>TWENTY (20)</u> CALENDAR DAYS FROM RECEIPT OF NOTICE TO PROCEED
3. WARRANTY SHALL BE FOR A PERIOD OF ONE (1) YEAR, FROM THE DATE OF ACCEPTANCE BY THE PROCURING ENTITY, UNLESS A LONGER PERIOD IS REQUIRED IN THE TECHNICAL SPECIFICATION
4. PRICE VALIDITY PERIOD SHALL BE FOR A PERIOD OF <u>SIXTY (60)</u> CALENDAR DAYS FROM THE ABOVE SUBMISSION DEADLINE
5. BIDDERS SHALL SUBMIT ORIGINAL BROCHURES SHOWING CERTIFICATIONS OF THE PRODUCT BEING OFFERED.

ITEM NO.	ITEM DESCRIPTION/SPECIFICATIONS	QTY.	Statement of Compliance	UNIT PRICE	TOTAL PRICE
(1)	**Supply and Delivery of 100 licenses of Plotting/Rendering Software - AutoCAD Software to be delivered at the Central Project Management Office (CPMO), DAR Central Office, Elliptical Road, Diliman, Quezon City** **Technical Specification/s:** **General Specifications** **AutoCAD - including specialized toolsets AD 2024 Commercial New - Single-user (Standalone)** Supplier must be an authorized distributor/reseller. The AutoCAD application must support the following capabilities (Please see separate sheet "Annex A"):	**100 licenses**			

	Other requirements:
	  i. Manufacturer's Authorization pursuant to Item f of the Terms and Conditions, if applicable.
	  ii. Brochures of the product being offered showing compliance with the technical specifications				

*inclusive of all applicable taxes

Brand and Model   :   _____
Delivery Period   :   _____
Warranty   :   _____
Price Validity period :   _____

      After having carefully read and accepted your Terms and Conditions, I/We quote you on the item at the prices noted above.

      We note and accept without reservation the Government's and the World Bank's (when other than the Government) right to audit and inspect any and all records relating both to the preparation of our Bid, and if our Bid is successful, the execution of the resulting contract according to the Attachment 1 – '**World Bank Policy – Corruption and Fraudulent Practices'**.

_____
Printed Name / Signature of Authorized Signatory
_____ (Name of Firm)

_____
Tel. No./Cellphone No._____
E-mail add: _____

_____
Date

Annex "A"

PARTICULARS	REQUIREMENTS
KEY FEATURES	
Smart Blocks	Automatically place blocks based on previous placements or quickly find and replace existing blocks
Activity Insights	Keep informed of recent changes to a shared DWG through an activity log
Markup Import and Markup Assist	Import feedback from paper or PDFs and add changes automatically, without altering your existing drawing
My Insights	Complete your projects faster with helpful tips and features from My Insights
Drawing History	Compare past and present versions of a drawing to see the evolution of your work
AutoCAD anytime, anywhere	Create, edit, and view CAD drawings with a browser using AutoCAD on mobile or on web
Floating windows	Display drawing windows side by side or on multiple monitors within the same instance of AutoCAD
Share	Send a controlled copy of your drawing to teammates and colleagues to view or edit from anywhere
Push to Autodesk Docs	Push your CAD drawing sheets as PDFs directly from AutoCAD to Autodesk Docs
2D PRINTING, DRAWING AND ANNOTATION	
Text settings	Create single or multiline text (mtext) as a single text object. Easily format text, columns, and boundaries.
Dimensions	Create dimensions automatically. Pass the cursor over selected objects to see a preview before you create it.
Tables	Apply formulas, link to Microsoft Excel spreadsheets, and create tables with data and symbols. Automatically import data to tables using features like Count.
Leaders	Create leaders with a variety of content, including text or blocks. Easily format leader lines and define styles.
Centerlines and Center Marks	Create and edit centerlines and center marks that automatically move when you move the associated objects.
Revision Clouds	Draw revision clouds around new changes in a drawing to quickly identify your updates.
Views	Save views by name to easily return to a specific view for quick reference or for applying to layout viewports.
Layouts	Specify the size of your drawing sheet, add a title block, and display multiple views of your model.
Fields	Use fields in text objects to display text that can be updated automatically as the field value changes.
Data Linking	Enable simultaneous updates by creating a live link between a Microsoft Excel spreadsheet and a table in your drawing.
Data Extraction	Extract information from objects, blocks, and attributes, including drawing information.
Dynamic Blocks	Add flexibility and intelligence to your block references, including changing the shape, size, or configuration.
Arrays	Create and modify objects in circular or rectangular patterns, or along a path.
Parametric Constraints	Apply geometric and dimensional constraints to maintain relationships between drawing geometry.

Purge	Remove multiple unneeded objects at once with easy selection and object preview.
3D MODELING AND VISUALIZATION	
Remove multiple unneeded objects at once with easy selection and object preview.	Create realistic 3D models of your design using a combination of solid, surface, and mesh modeling tools.
3D navigation (orbit, ViewCube, wheel)	Use 3D viewing and navigation tools to orbit, swivel, walk, and fly around a 3D model to showcase your design
Section planes	Create section planes to display cross-sectional views through solids, surfaces, meshes, or regions.
Rendering	Apply lighting and materials to give your 3D models a realistic appearance and to help communicate your designs.
Cloud rendering	Render 3D models online without consuming processing power or disk space on your local computer.
Point clouds	Attach point cloud files acquired by 3D laser scanners or other technologies to use as a starting point for your designs.
Model documentation	Generate 2D drawings including base, projected, section, and detail views from 3D models.
COLLABORATION	
Xref Compare	Compare two versions of a drawing, including external references (xrefs)
PDF files	Share and reuse data from PDF files by importing, exporting, or attaching them as underlays.
DGN Files	Share and reuse data from DGN files by importing, exporting, or attaching them as underlays.
DWG Compare	Compare two versions of a drawing without leaving your current window.
Sheet sets	iew, access, manage, and plot multiple drawings as sheet sets.
Model references and import	Attach Navisworks models as underlays to your drawings, and import models from other applications.
Geographic location and online maps	Insert geographic location information into a drawing, and display a map in the drawing from an online map service.
INSTALLATION AND CUSTOMIZATION	
Simplified installer	Reduce the amount of time you spend setting up AutoCAD with faster and customizable installations.
Start tab	The new AutoCAD Start tab lets you easily access files and other helpful content directly from the home screen.
TrustedDWG technology	TrustedDWG® technology alerts you to a possible incompatibility when a file was not last saved by Autodesk software.
CUI customization	Customize the user interface to improve accessibility and reduce the number of steps for frequent tasks.
Secure load	Specify security restrictions for running executables in AutoCAD to help protect against malicious executable code.
Action recorder	Record commands and input values that can be played back as an action macro.
System variable monitor	Monitor current system variables against a preferred list of values. Notification balloons alert you to deviations.

CAD standards checker	Define and monitor CAD standards to maintain consistent styles for layers, linetypes, text, and dimensions.
Application Programming Interface (API)	Control drawings and databases with ActiveX, VBS, AutoLisp, Visual LISP, ObjectARX, JavaScript, and .NET.
Autodesk App Store	Customize your software with Autodesk-approved extensions.
ARCHITECTURE TOOLSET	The Architecture toolset gives you all the tools you need to complete your projects faster and scale your project pipeline. Boost architectural design and drafting productivity by up to up to 61%* with time-saving features and task automation: • **Access our library** of 8,800+ architectural components, including multilevel blocks • **Automatically generate** floor plans, elevations, sections, and ceiling grids
MECHANICAL TOOLSET	Increase productivity by up to 55%* with industry-specific tools for mechanical engineering, including 700,000+ intelligent parts and features. With the Mechanical toolset, you can: • **Access our library** of standards-based parts, tools, and custom content • **Customize properties** of object types and create them on custom layers • **Automate tasks** such as creating bills of materials (BOMs)
MAP 3D TOOLSET	Our model-based GIS mapping software provides access to CAD and GIS data to support planning, design, and management. With the Map 3D toolset, you can: • **Directly access** spatial data using Feature Data Objects (FDO) technology • **Directly edit** geospatial data • **Manage infrastructure systems** with Enterprise Industry Models
MEP TOOLSET	HVAC and building systems are made easy with an industry-specific toolset for MEP (mechanical, electrical, and plumbing) that increases productivity by up to 85%.* With the MEP toolset, you can: • **Access our library** of 10,500+ intelligent MEP objects • **Optimize your workflow** with individual palettes and domain-specific ribbons • **Automatically update** drawings, sheets, and schedules when changes occur
ELECTRICAL TOOLSET	Boost productivity by up to 95%* with electrical design features that help you create, modify, and document

	electrical controls systems. With the Electrical toolset, you can: • **Access a library** of 65,000+ intelligent electrical symbols • **Automate numbering** of wires and generation of component tags • **Generate and update** multiple customized reports automatically
PLANT 3D TOOLSET	Create and edit P&IDs and 3D models, and extract piping orthographics and isometrics with an industry-specific toolset for plant design. With the Plant 3D toolset, you can: • **Collaborate securely** in a cloud-based common data environment • **Speed up and automate** P&ID drafting and 3D modeling with in-context commands • **Automatically create** piping isometric drawings directly from the 3D model
RASTER DESIGN TOOLSET	Use raster design tools in a specialized toolset to edit scanned drawings and convert raster images to DWG™ objects. With the Raster Design toolset, you can: • **Access tools** to enhance image editing and cleanup • **Edit REM objects** using standard AutoCAD commands • **Simplify your workflows** with vectorization tools

TERMS AND CONDITIONS

Your quotation(s) should be submitted in accordance to the following instruction including the Terms and Conditions, to wit:

a. **Prices:** The prices should be quoted for the supply and delivery of **One Hundred (100) licenses of Plotting/Rendering Software-AutoCAD Software** to be delivered at the Department of Agrarian Reform Central Office Elliptical Road, Diliman, Quezon City.

b. **Eligibility Criteria**:

    i.   The Supplier must be registered/incorporated under all the applicable the laws of Republic of the Philippines related to the supply of goods subject of this RFQ. Documentary proof to this effect shall have to be submitted together with its Quotation.

    ii.   The Supplier's financial resources, less its current contract commitments, must meet the total cash flow requirement of the lot(s) under consideration for award. For this purposes, total cash flow requirement shall be equivalent to the total estimated project cost.

c. **Eligibility Documents**

    The Supplier must submit together with its Quotation the following legal and technical documents:

    i.   Registration Certificate of the Company from the SEC for corporations or partnership; or from the DTI for sole proprietorship with supporting documents indicating line of business/ industry similar to the contract of this Project;

    ii.   Valid authority of the signatory, if applicable

    iii.   Latest Audited financial statement stamped "received" by the BIR;

    iv.   Income/ Business Tax Return;

    v.   Computation in accordance with Item b.ii of this RFQ.

d. **Evaluation of Quotations:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices. In evaluating the quotations, the Purchaser will adjust any arithmetical errors as follows:

    i.   where there is a discrepancy between the amounts in figures and in words, the amount in words will govern;

    ii.   where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

    iii.   If a Supplier refuses to accept the correction, his quotation will be rejected.

    In addition to the quoted price, the evaluated price shall include Value Added Tax and other necessary taxes as specified herein.

e. **Validity of the Offer:**

    i.   Your quotation(s) should be valid for a period of sixty (**60**) calendar days from the deadline for receipt of quotation(s) indicated in paragraph 4 of this Request for Quotation.

    ii.   If the **supplier/service provider** withdraws the quotation during the validity period and/or refuses to accept the award of a contract when and if awarded, then the supplier(s)/service provider(s) will be excluded from the list of prospective suppliers for the project for **one** year.

f. **Manufacturer's Authorization**. 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 Purchaser's Country.

g. **Performance Security.**

    i.   The Supplier shall, within five (5) days from receipt of the notification of contract award, provide a performance security for the performance of the Contract

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

    iii.   The amount of the Performance Security shall be equivalent to ten percent (10%) of Contract Price. The Performance Security shall be in the form of the cash, manager's check or surety bond.

h. **Award of Purchase Order:** The award will be made to the bidder offering the lowest evaluated price that meets the technical and financial requirements.

i. **Contract Termination**. If the **supplier/service provider** does not start the delivery or perform the services under the contract/PO within 10 calendar days (upon receipt of the purchase order/contract without a valid reason acceptable to the procuring entity, the contract may be terminated through a notice to be issued by the head of the procuring entity (HoPE); the procuring entity shall proceed to negotiate with the succeeding responsive supplier/s; otherwise re-canvass.

j. **Conflict of Interest.** 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 Quotation process, if the Supplier:

    i.   directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation;

    ii.   receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation;

    iii.   has the same legal representative as another Supplier that submitted a Quotation;

    iv.   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 Purchaser regarding this Request for Quotations process; or

    v.   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

    vi.   or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for implementing the Contract; or

    vii.   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

    viii.   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.

k. **Place and Date of Delivery**. The Delivery Date of the Goods shall be within twenty (20) calendar days from receipt of the Notice to Proceed. The Place of Delivery shall be with the **General Services Division, DAR Central Office, Elliptical Road, Quezon City.**

l. **Inspections and Tests:**

i. The Supplier shall at its own expense and at no cost to the Procuring Entity carry out the tests and/or inspections of the Goods and Related Services as are specified in the Technical Specifications.

ii. The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in any other location, as specified in the Technical Specifications. Subject to Item l.iii, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.

iii. The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in Item l.ii, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

iv. Whenever the Procuring Entity is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Procuring Entity shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.

v. With due notice to the Supplier, the Procuring Entity 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.

vi. The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

vii. The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to Item l.v.

viii. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to Item l.vii, shall release the Supplier from any warranties or other obligations under the Contract.

m. Warranty

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

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

iii. The warranty shall remain valid for <u>twelve (12)</u> months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for <u>twelve (12)</u> months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

iv. The period for repair or replacement after being notified of the defect by the Procuring Entity shall be <u>thirty (30)</u> days.

v. If having been notified, the Supplier fails to remedy the defect within the period specified in Item m.iv, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Purchase Order/ Contract.

n. **Liquidated damages/penalty:** In case of failure to make the full delivery within the time specified in the delivery terms, a penalty of **one tenth of one percent** of the undelivered cost for every day of delay shall be imposed.

o. **Payment:** Full payment of the Contract Price shall be made upon submission of a billing statement with the supporting documents: sales invoice, delivery receipt, inspection and acceptance report and other relevant documents.

p. 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 1 – Fraud and Corruption".

Attachment 1: Fraud and Corruption
(Fraud and Corruption <u>shall not</u> 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 nominated[2] 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 inspect[3] 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.

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[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.

Attachment "2"

Manufacturer's Authorization

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]*

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

To: *[insert complete name of Purchaser]*

WHEREAS

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

We hereby extend our full guarantee and warranty in accordance with Clause 17.3 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

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

[insert complete name(s) of authorized representative(s) of the Manufacturer] Title:

[insert title]

Dated on_____ day of_____,_____*[insert date of signing]*

Attachment "3"

Contract Agreement Form

THIS AGREEMENT made the＿＿＿day of＿＿＿＿＿＿20＿＿between *[name of PROCURING ENTITY]* of the Philippines (hereinafter called "the Entity") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Entity invited Quotations for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Quotation by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.   In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions referred to.

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

    (a)   the Supplier's Quotation, including all other documents/statements submitted (*e.g.* bidder's response to clarifications on the bid), including corrections to the quotation resulting from the Procuring Entity's evaluation;

    (b)   Terms and Conditions

    (c)   the Performance Security; and

    (d)   the Entity's Notice of Award.

3.   In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4.   The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time 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 and year first above written.

Signed, sealed, delivered by＿＿＿＿＿＿＿＿＿the＿＿＿＿＿＿＿＿＿(for the Entity)

Signed, sealed, delivered by＿＿＿＿＿＿＿＿＿the＿＿＿＿＿＿＿＿＿(for the Supplier).