



Office of the President of the Philippines  
PRESIDENTIAL COMMUNICATIONS OFFICE  
Manila

# **BIDS AND AWARDS COMMITTEE**

## **BIDDING DOCUMENTS**

For the

**SUPPLY, DELIVERY AND INSTALLATION OF  
1000 KVA BRAND NEW GENERATOR SET  
INCLUDING REHABILITATION OF POWER  
HOUSE (PROCUREMENT/CONTRACT NO.  
2024-08-179)**

**Sixth Edition**

## ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency

which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN** – United Nations.



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## ***Section I. Invitation to Bid***

FOR THE

**Supply, Delivery and Installation of 1000 KVA Brand New Generator Set Including Rehabilitation of Power House (Procurement/Contract No. 2024-08-179)**

1. The Presidential Communications Office through the 2024 General Appropriations Act intends to apply the sum for **Sixteen Million Pesos (PHP 16,000,000.00)** being the ABC to payments under the contract for the project: **Supply, Delivery and Installation of 1000 KVA Brand New Generator Set Including Rehabilitation of Power House (Procurement/Contract No. 2024-08-179)**. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The PCO now invites bids for the above procurement project. Supply and Delivery of the Goods and services shall be in accordance with Section VI. Schedule of Requirements, and Section VII. Bidders should have completed, within three [3] years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The procedure for the project shall be in accordance with PCO Amended Hybrid Procurement Set Up Guideline and the Bidder's Guide, as well as the GPPB forms and other bidding forms to be accomplished and submitted, collectively attached in the QR Code or the clickable link below:

[https://drive.google.com/drive/folders/1dcyf2k9fCCyeLhFE9j8i5hXVprjWBQKv?usp=drive\\_link](https://drive.google.com/drive/folders/1dcyf2k9fCCyeLhFE9j8i5hXVprjWBQKv?usp=drive_link)



Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the PCO BAC Secretariat and through the e-mail address given below and inspect the Bidding Documents posted on the PCO website.
5. A complete set of Bidding Documents, in digital copy, may be acquired by interested Bidders starting **21 November 2024** from the PCO website given below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (PHP 10,000.00)**

The Procuring Entity shall allow the bidder to present its proof of payment for the fees by sending a clear scanned copy of the Official Receipt **on or before the deadline of submission of bids** to the PCO BAC Secretariat e-mail given below.

6. The PCO will hold a Pre-Bid Conference on **28 November 2024 at 10:00AM** through video conference via Zoom, which link shall be provided a day before the said conference. A Pre-registration shall be required for all interested suppliers in order to access the video conferences and to participate further in the procurement activities as scheduled. Those interested bidders must provide complete information in the Google Forms which may be accessed via this link: <https://forms.gle/jW1PNJ8sHknW9qMG7>.

Prospective bidders are encouraged to discuss any concerns or clarifications about the eligibility requirements including the technical specifications in the said conference.

7. Bids must be duly received and acknowledged by the BAC Secretariat through online or electronic submission at [bac1@pco.gov.ph](mailto:bac1@pco.gov.ph) **on or before 12 December 2024 at 9:00AM** in the manner compliant with the submission of eligibility documents for public bidding and in accordance with the above-mentioned PCO Amended Online Bidding Guidelines and the Bidder's Kit. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **12 December 2024 at 10:00AM** via Zoom video conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Prospective bidders are requested to organize and submit their Bids either Physically or electronically in accordance with the PCO-BAC Hybrid Guidelines and suppliers are hereby reminded, as follows:

For Physical Submission:

- a) Bidders shall enclose their original eligibility and technical documents in one sealed envelope marked "ORIGINAL – LEGAL AND TECHNICAL COMPONENT", and the original of their financial component in another sealed

envelope marked "ORIGINAL – FINANCIAL COMPONENT", sealing them all in one outer envelope marked "ORIGINAL BID – NAME OF BIDDER. The envelopes must be sealed with a tape and marked with a unique and determinate signature.

- b) Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as - COPY NO. \_\_\_\_ - LEGAL AND TECHNICAL COMPONENT for the legal and technical document and - COPY NO. \_\_\_\_ – FINANCIAL COMPONENT for financial document, sealed in an outer envelope as - COPY NO. \_\_\_\_ - NAME OF BIDDER, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

Bidders must provide two (2) extra copies. The original and the number of copies of the Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s. This means that three properly marked envelopes must be submitted before the prescribed deadline. i.e original documents and two extra copies

For Electronic submission

- a) The submission of the Legal and Technical Documents (First Envelope) and Financial Documents (Second Envelope) shall be in a password-protected ZIP folder and PDF file;
- b) There shall be four (4) different passwords required: one (1) unique password for the ZIP folder of First Envelope; one (1) unique password for the PDF file under the ZIP folder of First Envelope; one (1) unique password for the ZIP folder of the Second Envelope; and one (1) unique password for the PDF file under the ZIP folder of the Second Envelope;
- c) The password-protected PDF file in the First Envelope shall contain the scanned original copy of the consolidated Legal and Technical documents. Said PDF file shall be assigned the file name, "PCO Bidding No. 2023-PCO-040B-N; (Name of Supplier); Legal and Technical Documents." There should be one (1) unique password for each PDF file;
- d) The password-protected PDF file in the Second Envelope shall contain the scanned original copy of the consolidated financial documents. Said PDF file shall be assigned the file name "PCO Bidding No. 2023-PCO-040B-N; (Name of Bidder); Financial Documents." There should be one (1) unique password for each PDF file; and
- e) In any case where the files to be submitted exceed the size limit of the e-mail, the bidder may submit their bid via separate e-mails, provided, that the subject line for each mail should indicate to which part of the several it corresponds to (i.e., Part 1 of Legal and Technical Documents, Part 2 of Legal and Technical Documents, etc.). One set of passwords for the said components may be allowed in case of splitting, provided that the passwords for the Eligibility Requirements are separate and distinct from the Financial Requirements.

To facilitate the evaluation of documents, suppliers are encouraged to include a table of contents per PDF file, corresponding page numbers, and title pages before the actual document. For reference, the sample format may be viewed via these QR Code or the clickable link below:

- Legal and Technical Document

[https://drive.google.com/file/d/19CfK3vnp\\_xrql4lqQ8gBnxjD7yoRBs-c/view?usp=drive\\_link](https://drive.google.com/file/d/19CfK3vnp_xrql4lqQ8gBnxjD7yoRBs-c/view?usp=drive_link)



- Financial Document

[https://drive.google.com/file/d/147mY2wFDaVpKaUI3OF4JvnZy5MpcBDV9/view?usp=drive\\_link](https://drive.google.com/file/d/147mY2wFDaVpKaUI3OF4JvnZy5MpcBDV9/view?usp=drive_link)



In case the bidder fails to submit any or all of the documentary requirements in a password-protected PDF files, the bid/quotation will automatically be disqualified and shall be declared as “FAILED” and the supplier will no longer be allowed to participate further in the procurement activities scheduled for this Project.

11. The PCO reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

**BIDS AND AWARDS COMMITTEE SECRETARIAT**

Office of the Bids and Awards Committee Secretariat  
 2<sup>nd</sup> Floor New Executive Building  
 J.P Laurel St. V. Brgy 646  
 San Miguel Manila, Metro Manila  
 Phone No.: (02) 8734-7420 (209)  
 E-mail Address: [bac1@pco.gov.ph](mailto:bac1@pco.gov.ph)  
 Website: [pco.gov.ph](http://pco.gov.ph)



13. You may visit the following:

For downloading of Bidding Documents: <https://pco.gov.ph/procurement/>  
<https://www.philgeps.gov.ph/>

For online bid submission:  
[bac1@pco.gov.ph](mailto:bac1@pco.gov.ph)

Issued on **21 November 2024**

**Original signed**

**JOSE MARIA M. VILLARAMA II**  
*Assistant Secretary*  
*Chairperson*  
Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, Presidential Communications Office, wishes to receive Bids for the **Supply, Delivery and Installation of 1000 KVA Brand New Generator Set Including Rehabilitation of Power House** with Identification number: **(Procurement/Contract No. 2024-08-179)**.

### **2. Funding Information**

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of **Sixteen Million Pesos (PHP 16,000,000.00)**.

2.2. The source of funding is the **2024 General Appropriations Act**.

### **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 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.
- 5.3. Pursuant to Section, 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. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty (50%) 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 Procuring Entity has prescribed that **subcontracting is allowed**.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Zoom videoconferencing 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 or 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 **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.

## **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:
    - 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 Philippine Pesos.

### 14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 **11 April 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### 15. Sealing and Marking of Bids

Each Bidder shall submit one 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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 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**

- 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 maybe. 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: **One Project having several items which shall be awarded as one contract.**
- 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**

- 20.2. 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **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**.

### **Section III. Bid Data Sheet**

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be: <i>any contract similar to any <b>Supply and Delivery of Generator Set</b>.</i></p> <p>Those contracts which involve goods and services of the same nature and complexity as the subject matter of the project being procured (<i>GPPB Non-Policy Matter No. 159-2017</i>); and</p> <p>Completed within <b>three [3] years</b> prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is allowed.
12	No further instruction.
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> <p>a. The amount of not less than the following, if bid security is in cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit in the amount of <b>Three Hundred Twenty Thousand Pesos (PHP 320,000.00) or two percent (2%) of ABC]</b> or,</p> <p style="text-align: center;">or</p> <p>b. The amount of not less than the following, if bid security is in Surety Bond in the amount of <b>Eight Hundred Thousand Pesos (PHP 800,000.00) or five percent (5%) of ABC]</b> or,</p>
19.3	<p>The proposed Approved Budget for the Contract of the project: <b>Supply, Delivery and Installation of 1000 KVA Brand New Generator Set Including Rehabilitation of Power House (Procurement/Contract No. 2024-08-179)</b> in the amount of <b>Sixteen Million Pesos (PHP 16,000,000.00).</b></p>

20.2	<p>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, the bidder shall submit the following:</p> <ul style="list-style-type: none"> <li>a. two (2) original/physical copies of the technical and legal documents, and financial documents submitted and subjected to preliminary examination during bid opening;</li> <li>b. latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); and</li> <li>c. other appropriate licenses and permits required by law and stated in the Bidding Documents and Supplemental/Bid Bulletin.</li> </ul>
21.2	No further instruction.



## ***Section IV. General Conditions of Contract***

### **1. Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

### **2. Advance Payment and Terms of Payment**

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

### **3. Performance Security**

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

**5. Warranty**

- 5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

**6. Liability of the Supplier**

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## ***Section V. Special Conditions of Contract***

<b>GCC Clause</b>	
1	<p><b>Delivery and Documents –</b></p> <p>Delivery of the Goods/Security Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity's Representatives at the Project Site is</p> <p><b>MR. JERALD M. BAUTISTA</b>  <b>Officer-in-Charge, General Services Division</b>  2<sup>nd</sup> Floor, New Executive Building  JP Laurel St., San Miguel, Manila  P: (02) 8733-0790 loc. 216</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all services specified in Section VI. Schedule of Requirements.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging 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>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:  Name of the Procuring Entity  Name of the Supplier</p>

GCC Clause	
	<p>Contract Description  Final Destination  Gross Weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b>  Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available, but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2.2	No further instruction.
4	The inspection/tests of the goods shall be done as required under Section VII. Technical Specifications.

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Supply, Delivery and Installation of 1000 KVA Brand New Generator Set Including Rehabilitation of Power House (Procurement/Contract No. 2024-08-179)</b>		
<b>Item No.</b>	<b>Description</b>	<b>Delivery Schedule</b>
1	<b>Supply, Delivery and Installation of 1000 KVA Brand New Generator Set Including Rehabilitation of Power House (Procurement/Contract No. 2024-08-179)</b>	Within One Hundred Twenty (120) Calendar Days upon receipt of Notice to Proceed (NTP)

Conforme:

Full Name and Signature of  
Bidder/Authorized Rep

:

Designation

:

Name of Company

:

## **Section VII. Technical Specifications**

Bidders must state “**Comply**” in the column “**Statement of Compliance**” against each of the individual parameters of each “Specifications.”

GENERAL CONDITIONS FOR ALL LOTS	Statement of Compliance
<p><b>GENERAL CONDITIONS</b></p> <p><b>A. EQUIPMENT</b></p> <p>The brand new Genset shall be designed to provide uninterrupted power supply, meeting the uptime requirement of the area and shall be suitable for continuous operation for 12 hours. The unit shall be connected to the existing Automatic Transfer Switch (ATS) of the electrical system to automatically supply power in the event of main power line failure.</p> <p><b>B. SCOPE OF PROJECT</b></p> <p>The work to be carried out under the Contract shall, except as otherwise provided in these condition, is to look for a reputable generator supplier/installer in the Philippines, who is competent, qualified, experienced, organized, and equipped to perform the supply of unit, materials, manpower, technical supervision and tools/equipment which may be required in preparation of and for the full execution and completion of the works. <b>The project includes the laying of necessary feeder lines, other accessories, and renovation of NEB Powerhouse.</b></p> <p><b>C. SUBCONTRACTING</b></p> <p>The Contractor may subcontract certain portions of the Work to qualified third parties, provided that the Contractor shall remain fully responsible for the performance of all obligations under this Agreement. Subcontracting does not relieve the Contractor of any of its responsibilities, duties, or liabilities hereunder. The Contractor shall ensure that the subcontractor comply with all terms and conditions of this Agreement, including but not limited to confidentiality, permits, and other legal requirements.</p> <p>The Contractor shall remain liable for the work performed by any subcontractor, including any subcontractor's failure to meet the standards, timelines, or other requirements set forth in this Agreement. The Contractor shall indemnify and hold the PCO harmless from any claims, damages, or</p>	

losses arising from the actions or omissions of any subcontractor.

The PCO shall not have a direct contractual relationship with any subcontractor. Any disputes or issues arising with respect to a subcontractor's work shall be resolved between the Contractor and the subcontractor, and the Contractor shall be solely responsible for handling such matters.

#### **D. SITE INVESTIGATION**

The contractor acknowledges that he has satisfied himself as to the location of the project, the general and local condition particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water and electric power and uncertainties of weather, the character, quality and quantity of surface materials to be encountered.

#### **E. ORDER OF WORK**

The contractor shall submit a schedule or bar chart and program of works as may be required by the Presidential COmmunications Office (PCO). The program of works shall be specified in the contract and shall be done in an accepted manner within the sufficient time period provided.

#### **F. MATERIALS AND WORKMANSHIP**

The whole of the project works and its materials must be executed and delivered with the best workmanship and quality respectively. The PCO reserves the right to test and reject any work of the contractor that is not complying with the scope of work or technical specification and shall be rectified by the contractor at his expense. The decision of the PCO as to the quality of work shall be final.

#### **G. SCOPE OF WORK**

The contractor shall supply all the labor and materials necessary for the satisfactory completion of the Project as stated in the General Scope of Work and Equipment Scope of Work, which this technical specification forms a part.

#### **H. PROTECTION OF THE ENVIRONMENT**

The Contractor shall take all reasonable steps to protect the environment (on the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

#### **I. CONTRACTOR'S REPRESENTATIVE**

The Contractor shall appoint a Contractor's Representative on site of which he shall give all his authority necessary to act and decide on the Contractor's behalf under the Contract.

If the Contractor's Representative is temporarily absent from the Site during the execution of the Works, a suitable replacement personnel shall be appointed, where the PCO should be notified accordingly.

#### **J. CONTRACTOR'S TEMPORARY FACILITIES**

The PCO will designate an area for Contractor's temporary facilities. Said facilities shall be constructed using good materials and painted similar to the surroundings. Restoration of the designated area shall be a pre-requisite for acceptance of the project. The Contractor shall provide a sub-meter for water and electrical consumption upon commencement of the project.

#### **K. MATERIAL ITEMS AND EQUIPMENT**

All materials and equipment to be used in the project shall be specified in the Technical Specifications or in the Bill of Materials (Quantity sheet) as to the type, brand or trademark of materials/equipment intended for use in the project.

Substitute materials/equipment shall be approved first by the PCO prior to procurement likewise, justification maybe required when there is substitution of materials/equipment.

#### **L. PROJECT ELIGIBILITY REQUIREMENTS**

To ensure attainment of the project objectives, the following are the project requirements for compliance of the CONTRACTOR:



<ul style="list-style-type: none"> <li>a. The CONTRACTOR must be the authorized dealer and installer of the equipment/brand being offered.</li> <li>b. Should have undergone similar projects, supply and installation of diesel driven standby generator in the country.</li> <li>c. The CONTRACTOR should have a proven track record of at least five (5) years in the supply and services of standby generator in the country.</li> <li>d. The CONTRACTOR should provide a certification from the manufacturer/supplier of the generator set that the brand to be supplied should have a proven track record of accomplishment in the supply and installation for at least ten (10) years within the Philippines.</li> <li>e. The CONTRACTOR shall submit a certification from the generator manufacturer of the availability of spare parts and service.</li> <li>f. The CONTRACTOR must be capable of providing Preventive Maintenance Service program after the warranty period.</li> <li>g. The CONTRACTOR shall have a 24/7 emergency service technician to attend to service calls and emergency calls.</li> <li>k. The CONTRACTOR must have a PCAB License for at least <b>“Category D - General Building”</b> and registration classification of at least <b>“Small B - Building or Industrial Plant, “Small B - Mechanical Works” or “Small B - Electrical Works”</b>.</li> </ul> <p><b>2. GENERATOR SPECIFICATIONS AND FEATURES/ACCESSORIES</b></p> <p>A. Standby Generator Set Specification:</p> <ul style="list-style-type: none"> <li>a. Rating: 1000kVA/800KW, 230V, Standby Power</li> <li>b. Open Type</li> <li>c. Frequency: 60Hz</li> <li>d. Speed: 1800rpm</li> <li>e. Phase: Three (3) Phase</li> <li>f. Power Factor: 0.8 pf</li> <li>g. Number of Cylinders: 12 Cylinders, V-type</li> </ul>	
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<ul style="list-style-type: none"> <li>h. Turbocharged Diesel Engine; water cooled; 4 stroke; in line; compact structure; low oil consumption</li> <li>i. Alternator; Synchronous AC; Brushless; Single bearing; class H insulation; IP21; Self excitation and Self-regulation; 12 winding leads; solid-state automatic voltage</li> <li>j. Generator Set should be compliance with all main standards, ISO 9001, ISO 14001, OHSAS 18001, ISO03046, ISO08582, IEC34</li> </ul> <p>B. Standard Accessories:</p> <ul style="list-style-type: none"> <li>a. Maintenance free batteries</li> <li>b. Battery cable and belt</li> <li>c. Exhaust Silencer</li> <li>d. Filter Wrench</li> <li>e. One (1) set Toolbox</li> <li>f. Battery Charger (Heavy Duty)</li> </ul> <p>C. Standby Generator Set Features</p> <ul style="list-style-type: none"> <li>a. The engine and alternator are directly coupled and mounted on a base frame made of heavy-duty fabricated structural steel. Rubber-type vibration isolators are used to reduce vibrations.</li> <li>b. The generator set comes with a minimum 250 gallons/946 liters capacity base-mounted fuel tank, equipped with a fuel level indicator for easy monitoring of the fuel level.</li> <li>c. It includes a variable frequency and voltage regulator, allowing for precise control of the output frequency and voltage.</li> <li>d. The generator set is equipped with a 24VDC battery, cables, trickle charger, alternator, and exhaust muffler.</li> <li>e. The generator set features a digital control panel with an automatic start/stop cranking operation, which can be adapted to an Automatic Transfer Switch (ATS) system. The control panel is housed in a heavy-duty sheet steel enclosure.</li> <li>f. The AC metering section provides readings for volts, amps, and frequency, allowing for</li> </ul>	
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<p>monitoring of the output electrical parameters.</p> <p>g. The DC metering section provides readings for battery volts, engine hours run, water temperature, lube oil pressure, and engine speed. These measurements help in monitoring the generator set's performance and identifying any potential issues.</p> <p>h. The control system includes various protections such as fail-to-start, low oil pressure, high engine temperature, low/high battery voltage, battery charger failure, underspeed, overspeed, and loss of engine speed detection.</p> <p><b>3. GENERAL SCOPE OF WORKS</b></p> <p>a. The CONTRACTOR shall draw-up safety program OSHS, duly approved by a DOLE accredited Safety Officer and the Project Engineer.</p> <p>1.First Aid Kit shall be available at all times.</p> <p>2.Install warning signage during construction works.</p> <p>3.The contractor shall provide at least five (5) units of Class ABC Standby Fire extinguishers on site for emergencies.</p> <p>b. Implementation of the undertaking must be in accordance with accepted industry standards, safety standards and methodology.</p> <p>c. The CONTRACTOR shall conduct actual site investigation of the location work.</p> <p>d. The CONTRACTOR shall furnish the PCO the schedule of works, number and list of labor and materials necessary for the satisfactory completion of the project.</p> <p>e. All workers of the CONTRACTOR will be subjected to rigid safety and security inspection when entering the premises. Workers are required to accomplish the Visitor</p>	
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<p>Management System (VMS) before entering the Malacañang Complex.</p> <ul style="list-style-type: none"> <li>f. Working hours shall be coordinated closely with the PCO designated personnel who will oversee the project.</li> <li>g. All materials to be used under this project shall be stored in a single place and such place shall be kept clean at all times.</li> <li>h. The Site must be kept clean at all times at the end of daily work.</li> <li>i. All demolition/removal works shall be properly hauled and disposed of at a designated area.</li> <li>j. Restoration of the site premises to its original appearance shall be subject to approval of the PCO. Any dirt, debris, smear, etc. shall be removed from the site.</li> <li>k. All units and waste materials removed from the project will be transported / turned over to the PCO for securing of gate pass and waste material report.</li> <li>l. The CONTRACTOR, PCO and Office of the President - Engineering Office (OP-Engineering) shall conduct a joint inspection and punch listings on the 90% accomplishment prior to turn-over.</li> <li>m. Prior to final acceptance, the contractor shall submit as-built plans in hard and e-copy format.</li> <li>n. On-site commissioning and testing of the unit shall be conducted by the supplier's technical representatives and must be witnessed by the PCO and OP-Engineering authorized/ designated representatives.</li> <li>o. Other technical works necessary may be incorporated per CONTRACTOR's proposal and approval from the PCO.</li> </ul> <p><b>4. SCOPE OF WORKS (CIVIL WORKS)</b></p>	
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<p>I. DEMOLITION WORKS</p> <ul style="list-style-type: none"> <li>a. Demolition of the existing concrete slabs and walls shall be made with care so as to expose existing reinforcements. (Verify on site).</li> <li>b. Hauling of all construction debris.</li> </ul> <p>II. EARTHWORKS</p> <ul style="list-style-type: none"> <li>a. Excavation, Back filing, Filling and Compaction - The work includes furnishing all labor, materials, equipment and incidentals necessary to perform all excavation, back filling, filling, and grading such as: foundation, columns, beams, slab-on-fill, and generator pad.</li> </ul> <p>III. CONCRETE WORKS</p> <ul style="list-style-type: none"> <li>a. Site Preparation - The work includes furnishing all labor, materials, tools and equipment required for the preparation of the site prior to concreting works.</li> <li>b. Construction Joints - The work includes furnishing all labor, materials, equipment and incidentals required to make all concrete joints tight.</li> <li>c. Concrete - The work includes furnishing all labor, materials, equipment and incidentals necessary for the construction of all concrete works such as: column, beam; footing, slab on fill and other concrete related works.</li> </ul> <p>IV. REBAR WORKS</p> <ul style="list-style-type: none"> <li>a. The work includes fabrication and installation of all steel bars and steel tie wire, clips, supports and spacers required for the reinforcement of concrete as shown on the Drawings.</li> </ul> <p>V. MASONRY &amp; PLASTERING WORKS</p> <ul style="list-style-type: none"> <li>a. Masonry - The work includes furnishing all labor, materials, equipment and incidentals required to construct all concrete masonry unit walls including the following: Concrete hollow block walls; Masonry reinforcing bars for</li> </ul>	
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concrete blocks; Grouting; Connecting wall anchors, ties, bolts and other related embedded items; Installation of frames for doors, windows, louvers and others; Plastering of exterior and interior walls etc.

#### VI. SCAFFOLDING WORKS

- a. Delivery, assembly, and erection of scaffoldings.
- b. Dismantling of scaffolding and repair of affected/damaged areas.

#### VII. FORMWORKS

- a. Formworks for all concreting forms, use 3/4" marine plywood or phenolic board.

#### VIII. ARCHITECTURAL

- a. Doors and Frames - The work includes furnishing and installation of all doors and frames and all appurtenances complete in place.
- b. Hardware
  - Furnish and install all materials and equipment and perform labor required to fully equip in the most satisfactory conditions all:
  - Finish Hardware for doors and other operating members: include nails, spikes, bolts, long screws, etc.
  - Furnish and fit in place all Hardware not herein specifically mentioned but necessary to leave the work complete.
- c. Finishes - Furnish all materials, labor, equipment, tools required to complete: painting works on all surfaces interior and exterior walls, ceiling, columns, beams, and other related surfaces.

#### IX. ELECTRICAL

- a. The CONTRACTOR shall furnish and install all materials and equipment necessary for a complete electrical system including electrical power and lighting system and electrical fixtures as

hereinafter specified and shown on the Drawings.

## **5. EQUIPMENT SCOPE OF WORKS**

### **A. NEB Powerhouse:**

- a. Construction of generator set foundation
- b. Installation of wires in cable trays, tapping into the existing electrical system, connectors, grounding system, and exhaust pipes.
- c. Wiring termination of the generator set and installation of control wiring to the ATS.
- d. Testing and commissioning of the equipment
  - Insulation Resistance Test
  - Contact Resistance Test
  - Simulation Test
  - Bolt Torque Testing
- e. Unit Turn-over, submit report and as built plan.
- f. Installation of electrical power distribution system including control panel, necessary electrical wiring and cabling, pipe, IMC conduits, pipe support and circuit protection for the system shall be in accordance with the latest edition of the Philippine Electrical Code.
- g. The CONTRACTOR shall appoint a qualified Registered Electrical Engineer and skilled electricians who shall carry out the duties/installation of the equipment
- h. During the testing and commissioning, the necessary readings for the required recordings should be set within the standard parameters, otherwise, the PCO authorized representatives may stop the testing and declare it as failed.
- i. The Genset should be load tested by operating it continuously at a minimum of 4 hours but not to exceed 8 hours (25%, 50%, 75% and 100% loading)

- j. Provide diesel fuel to the generator set during the entire duration of load testing (free of charge)

## **6. MANPOWER REQUIREMENTS**

The CONTRACTOR shall provide PCO with personnel who are well trained, technically skilled and experienced in the field of services/installation of generator. They must have a supervising Registered Electrical Engineer, a foreman and skilled installers/workers. All workers/installers must be provided with their official uniform with proper identification and PPE's while and during the project undertaking.

In no case shall they be allowed to stay within premises after or beyond their working hours unless necessary and in special cases with the approval of the appropriate PCO authorities and while in their respective areas of work.

## **7. PROJECT DURATION**

Project duration shall be ONE HUNDRED TWENTY (120) WORKING DAYS starting from the issuance of Notice to Proceed (NTP) and Security Clearance. The duration shall cover the period for importation of equipment, manufacturing of equipment, delivery of equipment on site, dismantling of equipment, installation of new parts, refurbishing, testing and commissioning.

Issuance of NTP does not authorize the CONTRACTOR to commence work unless the issuance of the approved PSC Security Clearance or whichever last issued.

Contract extensions shall be upon written request and upon approval of the Head of the Procuring Entity or his/her duly authorized representative after consideration of reasonable and justifiable causes.

## **8. SECURITY CLEARANCE**

The CONTRACTOR upon acceptance of Notice of Award (NOA), as prerequisite, shall submit within FIFTEEN (15) CALENDAR DAYS through the OP-Engineering the complete list of personnel/workers together with the documentary requirements for the processing and issuance of the Presidential Security Command (PSC) Security Clearance, to wit:



- Formal transmittal letter (Specifying the project name and complete list of personnel);
- Personnel Data Sheet
- Latest NBI Clearance (Original):
- Company ID (Clear photocopy both sides)
- Government-Issued IDs such as SSS ID, Driver's License, GSIS E-card, PRC ID, IBP ID, UMID, Voter's ID, and Senior Citizen's ID
- Brief Company Profile; and
- OR/CR of service vehicle/s including Driver's License (Clear photocopies)

It is understood that the CONTRACTOR shall strictly comply within prescribed period the submission of the said requirements and noncompliance as such, it is not an automatic grounds for contract extension.

#### **9. DELIVERY OF EQUIPMENT**

As a prerequisite of the PSC, during/every delivery of materials and equipment, the CONTRACTOR shall submit a letter request through the PCO three (3) calendar days before the actual date of delivery together with the clear photocopies of service/delivery vehicle's OR/CR and Driver's license.

#### **10. BUDGET FOR THE CONTRACT**

The budget for the contract shall be **SIXTEEN MILLION PESOS (PHP 16,000,000.00)** inclusive of all applicable taxes, insurances, bonds, permits, licenses and/or other miscellaneous expenses and cost for the satisfactory completion of the above mentioned project.

The CONTRACTOR, aside from the supply of all manpower, including technical supervision, materials, tools and equipment for the abovementioned project shall be responsible for the following:

Importation and local expenses includes securing the necessary documents and amendments that maybe required in the opening of Letter of Credits (L/C) either local or abroad, Custom duties, brokerage services, E-VAT, site delivery via trucking, unloading and hauling.

#### **11. TERMS OF PAYMENT**

Upon issuance of NTP, the Contractor may request for advance payment not exceeding fifteen percent (15%) of the total contract amount and periodic progress payment

for work accomplished and final payment upon completion, turn-over and acceptance of project by PCO.

PCO shall not, in any way, make advance payment to cover the cost of imported equipment, cost of importation, custom duties, taxes, brokerage and other charges.

Importation and local installation shall be at the expense of the CONTRACTOR.

Final payments shall be made only after the Contractor had submitted the Turn over letter and billing statement and the PCO had issued the Final Acceptance of the project

## **12. DESIGN ERROR**

Any errors, omissions, ambiguities, inconsistencies, inadequacies or other defects found in the work/s, shall be corrected at the Contractor's cost.

## **13. SAFETY AND HEALTH PROCEDURES**

The Contractor shall be responsible for:

- a. Compliance with all applicable safety and health regulations for basic PPEs requirement for the project under DOLE-OSH.
- b. Taking care of the safety and health of all Contractor's personnel on the Site.
- c. Using reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid accident and damage to property.

## **14. TRAINING**

The CONTRACTOR shall provide adequate and appropriate hands on training and knowledge transfer to operators on the necessary operation/maintenance of all the equipment supplied to ensure its efficient, economical usage and availability for future users.

## **15. SUPPORT SERVICES**

The CONTRACTOR should be able to send 24x7 certified service engineers or competent, qualified, experienced, equipped and organized technicians within

2-4 hours response time to provide after sales-support services for all equipment supplied in this project

#### **16. MAINTENANCE SERVICE OF EQUIPMENT**

a. The CONTRACTOR should provide FREE Quarterly Technical Analysis for one (1) year as part of their after sales service to determine if each system is functioning within acceptable standards from the date of acceptance.

- Walk around inspection
- Cooling System
- Fuel System
- Air Induction and Exhaust System
- Lube oil System
- Starting System
- Automation system
- Control panel
- Power Generation
- Sanitation

b. The CONTRACTOR shall conduct free Preventive Maintenance Service (PMS) on the 6<sup>th</sup> month from the date of acceptance. Contractor shall supply the following consumable items and for safekeeping by the PCO.

- Engine Oil
- Fuel Filter
- Oil Filter
- Coolant
- Check-up/Calibration of other necessary parts
- General cleaning of genset
- Labor

c. In case of emergency repair during weekdays, weekends, nighttime and holidays, proper coordination with PCO is necessary to assist the CONTRACTOR.

#### **17. FACILITIES (ELECTRICITY AND WATER)**

For the purpose of this project, the contractor is entitled to use electricity and power that is available on site but the Contractor at his own expense shall provide a

Kilowatt Hour and Water Meter for the purpose of billing and monitoring.

The amount of water and power consumed after the project shall be computed based on the meter readings and shall be billed to the Contractor.

## **18. PROJECT MANAGEMENT**

The CONTRACTOR is required to accomplish the Daily Log Sheet showing the progress of the project against the plan. This will be used to track and manage the project. Also, provide/include pictures of actual accomplishments on a daily/weekly basis.

## **19. SUBMITTALS**

CONTRACTOR shall provide the documents as a prerequisite for the issuance of Certificate of Project Completion:

- a. Operations & Maintenance Manual (Owner's Manual)
- b. Controller Manual
- c. Product Brochure
- d. Single Line Diagram
- e. Warranty Certificate
- f. Troubleshooting Guide (i.e. Problem, Possible Cause/Symptoms and Corrective Action)
- g. Preventive Maintenance Service proposal (for PMS after the warranty period)

## **20. WARRANTY**

The Generator set shall carry a two (2) years warranty commencing on the date of commissioning and acceptance of the project, against factory defects and workmanship under normal operating conditions.

After Sales Service and Support during the warranty period, all reported defects shall be completely / satisfactorily repaired/replaced free of charge by the winning bidder/supplier within seventy two (72) hours after receipt of a verbal and/or written notice from the procuring entity.

## **21. SUSPENSION, CANCELLATION OR TERMINATION OF CONTRACT**

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| <p>a. Violation by the CONTRACTOR of any of the provisions stipulated herein shall be ground for the pre-termination of the Contract by the PCO. In such case, the PCO shall serve a written notice to the CONTRACTOR fifteen (15) days before the intended date of pre-termination, without prejudice to the filing by the PCO of the appropriate court action as may be warranted under the circumstances.</p> <p>b. Failure on the part of the CONTRACTOR to comply with any provision hereof shall entitle PCO to claim forfeiture of the performance bond posted by the CONTRACTOR and to unilaterally rescind, revoke, wholly or partially, or terminate this contract after written notice to the CONTRACTOR fifteen (15) days before the intended date of such pre-termination without prejudice to any court action for damages or any other remedies as may be warranted by the circumstances.</p> <p><b>22. WARRANTY AGAINST BENEFITS</b></p> <p>The CONTRACTOR warrants that he did not give or promised to give any money or gift to any employee of the PCO, or any instrumentality thereof to secure this contract.</p> <p><b>23. ASSIGNMENT</b></p> <p>Unless otherwise expressly stipulated or prior written approval of the PCO is secured, the Contract or any portion thereof shall not be assigned or subjected to any other party or parties</p> <p><b>24. DAMAGES TO PERSONS AND PROPERTY</b></p> <p>The CONTRACTOR shall indemnify and keep indemnified the PCO against all losses and claims for injuries or damages to any person or property whatsoever which may arise of or in consequence of the performance of this contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect or in relation thereto. All damaged existing structures shall be reported in advance by the CONTRACTOR to the PCO before commencing with the work.</p> |  |
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**25. FORCE MAJEURE**

The CONTRACTOR shall not be in default under this Contract because of any delay in the delivery or in the completion of the works or any separate part thereof caused by "force majeure," provided that the CONTRACTOR shall notify PCO in writing of the causes of such delay within ten (10) days from the beginning thereof, or within such further period as PCO may allow for the receipt of such notice of delay, PCO shall promptly ascertain facts and extent of the delay and shall extend the contract time, when in the opinion of PCO, the delay is caused by Force Majeure and the findings of facts justify the extension.

Annex "A" See attached:

- Program of Works
- Site Development Plan
- Pictures
- Architectural and Electrical Plans

Conforme:

Full Name and Signature of  
Bidder/Authorized Rep

:

Designation

:

Name of Company

:

## ***Section VIII. Checklist of Technical and Financial Documents***

### **I. TECHNICAL COMPONENT ENVELOPE**

#### ***Class “A” Documents***

##### **Legal Document**

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

##### **Technical Documents**

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

##### **Financial Documents**

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

**Or**

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### ***Class “B” Documents***

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;  

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

## **II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s).





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