



**BUREAU OF CUSTOMS**  
*Professionalism Integrity Accountability*



**Bidding Documents  
for the  
SUPPLY, DELIVERY, INSTALLATION,  
TESTING AND COMMISSIONING OF  
350KVA GENERATOR SET WITH 630AT  
AUTOMATIC TRANSFER SWITCH (ATS) OF  
PRE-FABRICATED WAREHOUSE AND  
OFFICES OF PORT OF MANILA**

**Project No: BOC-INFRA-2020-03  
October 2020**

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## *Section I. Invitation to Bid*



**BUREAU OF CUSTOMS**  
*Professionalism Integrity Accountability*



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

#### **Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila**

1. The Bureau of Customs (BOC), through the FY 2020 General Appropriations Act intends to apply the sum of Two Million Four Hundred Fifty Five Thousand Eight Hundred Thirty Five Pesos and Fifty Eight Centavos (Php2,455,835.58) being the Approved Budget for the Contract (ABC) to payments under the contract for the “Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila”. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Bureau of Customs (BOC), now invites bids for “Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila”. Completion of the Works is required for 60 calendar days. Bidders should have completed a contract similar to the Project.
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) 9184.
4. Interested bidders may obtain further information from the BOC Bids and Awards Committee (BAC) Secretariat and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on October 13, 2020 from the address 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 Five Thousand Pesos (P5,000.00). The proof of payment for the fees was presented in person.
6. The BOC will hold a Pre-Bid Conference on October 20, 2020, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before November 02, 2020, 9:30 a.m. 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 15.1.
9. Bid opening shall be on before November 02, 2020, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The BOC 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BOC-BAC Secretariat  
General Services Division  
OCOM Bldg., South Harbor, Gate 3, Port Area, Manila  
Telefax No. 527-9757  
Email address: [\*\*bacsecretariat@customs.gov.ph\*\*](mailto:bacsecretariat@customs.gov.ph)

12. You may visit the following websites:

For downloading of Bidding Documents: [\*\*https://customs.gov.ph/bid-opportunities/\*\*](https://customs.gov.ph/bid-opportunities/)

Date issued: October 13, 2020

(signed)  
**Atty. ALVIN H. EBREO**  
*Chairperson, BOC-BAC*

## *Section II. Instructions to Bidders*

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## **A. General**

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

The Procuring Entity, BOC invites Bids for the “Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila” with Project Identification Number “BOC-INFRA-03”.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

### **2. Funding Information**

- 2.1. The Government of the Philippine (GOP) through the source of funding as indicated below for FY 2020 General Appropriations Act in the amount of Two Million Four Hundred Fifty-Five Thousand Eight Hundred Thirty-Five Pesos and Fifty-Eight Centavos (Php2,455,835.58).
- 2.2. The source of funding is: NGA, the General Appropriations Act or Special Appropriations.

### **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 Manual 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 invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) 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, Coercive, and Obstructive Practices**

The Procuring Entity, as well as the Bidders and Contractors, 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 The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

5.3 For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.

5.4 The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

#### **6. Origin of Associated 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.

#### **7. Subcontracts**

7.1 The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.



- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through Microsoft Teams as indicated in paragraph 6 of the **ITB**.

## **9. Clarification and Amendment of Bidding Documents**

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **ITB**, 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 IX. Checklist of Technical and Financial Documents**.
- 10.2. 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. 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.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of

availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

## **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 IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **ITB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Alternative Bids**

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

## **13. Bid Prices**

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

## **14. Bid and Payment Currencies**

- 14.1. 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.
- 14.2. Payment of the contract price shall be made in:
  - a. Philippine Pesos.

## **15. Bid Security**

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

- 15.2. The Bid and bid security shall be valid until March 2, 2021. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## 16. Sealing and Marking of Bids

16.1 Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 10 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

16.2 Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

16.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity’s BAC;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.

16.4 Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

16.5 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.

16.6 If the Procuring Entity allows the submission of bids through online submission to the given website 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.

## **17. Deadline for Submission of Bids**

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 **ITB**.

## **18. Opening and Preliminary Examination of the Bids**

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. 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.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring Entity's 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 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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 Contract**

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	
1	<p>The Procuring Entity is the Bureau of Customs (BOC)</p> <p>The name of the Contract is <b>“Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila”</b></p> <p>The identification number of the Contract is: BOC-INFRA-2020-03</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through the authorized appropriations under the FY 2020 General Appropriations Act in the amount of <b>Two Million Four Hundred Fifty-Five Thousand Eight Hundred Thirty-Five Pesos and Fifty-Eight Centavos (Php2,455,835.58)</b>.</p> <p>The name of the Project is <b>“Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila”</b> located at 16<sup>th</sup> Street, Gate 3, Port Area Manila</p>
3	No further instructions.
5	Only Bids for Bidders found to be legally, technically, and financially capable will be evaluated as defined in ITB Clause 5.1.
5.2	<p>The bidder must have completed, five (5) years prior to November 02, 2020 a single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid.</p> <p>Bidders shall include in their Bid a photocopy of Single Largest Completed Contract and the corresponding proof of completion, such as (i) Certificate of Final Acceptance or Completion from the bidder’s client; or (ii) Official Receipt issued by the bidder.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of Completion or failure to prove the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work as “supply, delivery and commissioning of Generators”.</p>
5.4	Joint Venture is not allowed.
7.1 (a)	Subcontracting is not allowed.

8	The BOC will hold a Pre-Bid Conference on October 20, 2020, 10:00 a.m. at the GSD Conference Room, Ground Floor, OCOM Building, South Harbor, Gate 3, Port Area, Manila, and/or through videoconferencing/webcasting via Microsoft Teams, which shall be open to prospective bidders.										
9	The Procuring Entity's address is:  Bureau of Customs OCOM Building, South Harbor, Gate 3, Port Area, Manila. Telefax Number: 527-9757 Email address: <b><u>bacsecretariat@customs.gov.ph</u></b>										
10.4	The minimum work experience requirements for key personnel are the following:  <table border="1"> <thead> <tr> <th><u>Key Personnel</u></th> <th><u>General Experience</u></th> <th><u>Relevant</u></th> </tr> </thead> <tbody> <tr> <td>Electrical Engineer</td> <td>Building Electrical System Installation</td> <td>min of 5yrs</td> </tr> <tr> <td>Electrician</td> <td>Building Wiring Installation</td> <td>min of 5yrs</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant</u>	Electrical Engineer	Building Electrical System Installation	min of 5yrs	Electrician	Building Wiring Installation	min of 5yrs	
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant</u>									
Electrical Engineer	Building Electrical System Installation	min of 5yrs									
Electrician	Building Wiring Installation	min of 5yrs									
10.5	The minimum major equipment requirements are the following:  <table border="1"> <thead> <tr> <th><u>Equipment Capacity</u></th> <th><u>Number of Unit/s</u></th> </tr> </thead> <tbody> <tr> <td>Truck</td> <td>1 Unit</td> </tr> <tr> <td>Electrical tools</td> <td>1 Set</td> </tr> <tr> <td>Welding Machine</td> <td>1 Unit</td> </tr> <tr> <td>Power tools (drills, grinder, etc)</td> <td>1Set</td> </tr> </tbody> </table>	<u>Equipment Capacity</u>	<u>Number of Unit/s</u>	Truck	1 Unit	Electrical tools	1 Set	Welding Machine	1 Unit	Power tools (drills, grinder, etc)	1Set
<u>Equipment Capacity</u>	<u>Number of Unit/s</u>										
Truck	1 Unit										
Electrical tools	1 Set										
Welding Machine	1 Unit										
Power tools (drills, grinder, etc)	1Set										
11	No further instruction.										
11.2	The ABC is <b>Two Million Four Hundred Fifty-Five Thousand Eight Hundred Thirty-Five Pesos and Fifty-Eight Centavos (Php2,455,835.58)</b> . Any bid with a financial component exceeding this amount shall not be accepted.										
13	No further instructions.										
14.2 (a)	The bid prices shall be in Philippine Pesos.										
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:  <ol style="list-style-type: none"> <li>The amount of not less than <b>P49,116.71</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>The amount of not less than <b>P122,791,77</b> if bid security is in Surety Bond.</li> </ol>										

15.2	The bid security shall be valid 120 days until the opening of bids.
<b>Error! Reference source not found..3</b>	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid with proper tabs.</p> <p>All papers/pages of the Bid (Original and Photocopies), including attachments thereto such as brochures, shall be countersigned/initialed by the bidder or his/her duly authorized representative.</p> <p>“Failure to comply with the above instructions would rate the bids as failed”</p>
17	<p>Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before November 2, 2020, 9:30 a.m. Late bids shall not be accepted.</p> <p>Address: GSD Conference Room, General Services Division (GSD), Ground Floor, OCOM Building, BOC, South Harbor, Gate 3, Port Area, Manila.</p>
18	No further instructions.
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	<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 documents:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Return and business Tax Return with proof of payment (<i>filed and paid through BIR Electronic Filing and Payment System (eFS)</i>);</li> <li>2. VAT Returns (Form 2550M and 2550Q) or Percentage Tax Returns (2551M) with proof of payment covering the last 6 months; and</li> <li>3. Other appropriate licenses and permits required by law. (under Philgeps Registration).</li> </ol>
21	<p><b>The following documents shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award:</b></p> <ol style="list-style-type: none"> <li>1. Manpower schedule;</li> <li>2. Equipment/tools utilization schedule</li> </ol>



## *Section IV. General Conditions of Contract*

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## 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.

## 2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

## 3. Possession of Site

- 4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

## 4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

## **5. Performance Security**

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than 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.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **6. Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

## **7. Warranty**

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

## **8. Liability of the Contractor**

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

## **9. Termination for Other Causes**

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

## **10. Dayworks**

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the

Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

## **11. Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

## **12. Instructions, Inspections and Audits**

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## **13. Advance Payment**

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

## **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

## **15. Operating and Maintenance Manuals**

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the

Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## *Section V. Special Conditions of Contract*

GCC Clause	
2	The <b>Intended Completion Date</b> is <b>sixty (60) calendar days</b>  <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
4.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor upon receipt of the Notice to Proceed.
6	Not Applicable.
7.2	1000 running hours or 1 year
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days of delivery of the Notice of Award.
11.2	The period between Program of Work updates is Ten (10) days.  The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the amount of the next progress billing.
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the Contractor's request.
14	The Contractor must submit statement of work accomplished (SWA) and corresponding request for progress payment within 50% and 75% of actual work accomplished and upon final completion.
15.1	The "as built" drawings and operating and maintenance manuals shall be submitted within ten (10) calendar days from accomplishment of ninety-five percent (95%) of the Project.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Thirty Thousand Pesos (Php30,000.00).

## ***Section VI. Technical Specifications***

### **A. GENERAL CONDITIONS**

The work to be executed under this contract shall include the furnishing of all materials, labor, tools, and equipment and everything listed, mentioned or as scheduled on the drawings herein specified or both for the complete the proposed **Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila** at aforementioned location as per plans and specifications.

All works to be done shall be in the highest quality of workmanship to the fullest intent and meaning of the plans and specifications unless otherwise specified.

### **B. SCOPE OF WORKS**

#### **1. MOBILIZATION**

The mobilization of the project shall consist of the following:

- a. Preparation of logistics of contractor's equipment
- b. Setting up of Temporary Facilities within the site

#### **2. ELECTRICAL WORKS**

- a. Supply and installation of Generator Set with Automatic Transfer Switch (ATS) as shown on the plan.
- b. Electrical wiring system from Generator Set to ATS and from ATS to existing electrical main panel shall be overhead installation. THHN wire in IMC/RSC conduit pipe shall be used for installation.
- c. If any has been omitted for any items of work or materials usually furnished, which are necessary for the completion of entire work as outlined herein before, then such items must be and hereby included to complete the standard installation.
- d. Complete testing and commissioning of all electrical power distribution systems, testing of power shall be done for normal and emergency power supply. Testing and commissioning of generator set shall be one (1) hour. The cost of fuel shall be at the account of the contractor.
- e. Submit as-built plan of electrical power distribution system to the owner after completion of project and final acceptance.
- f. Provide brochure showing the generator set offered.

#### **3. CIVIL WORKS**

- a. Provision of concrete platform/Genset Pad.
- b. Supply and installation of engine exhaust (exhaust system shall be minimum of three meters from the ground)

**4. DEMOBILIZATION**

- a. Site clean-up
- b. Hauling of debris materials from project site to appropriate disposal area.
- c. Removal and hauling of tools and equipment from project site.

**C. TECHNICAL SPECIFICATIONS**

All drawings, small scale and detail drawings are intended to collaborate with the specifications and to form part thereof, where figures are given, they are to be followed in preference to measurement by scale. Anything shown in the drawings and not mentioned in the specifications or vice-versa or anything not expressly set forth in either but which is reasonably implied shall be furnished and installed as thought specifically shown in mentioned both.

**1. Open Type 350 KVA Generator Set, 400 VAC, 3 Phase, 60 Hz with 630AT Automatic Transfer Switch, Change Over Switch, 400v, 3 Phase**

<b>ELECTRIC GENERATING SET</b>
<p><b>Diesel Generator:</b> Digital Control</p> <ul style="list-style-type: none"> <li>- Certificate: CE</li> <li>- Brand new Diesel Genset</li> <li>- 8 - 10 hours continuous supply tank</li> <li>- ISO Certificate</li> </ul>
<p><b>ENGINE:</b></p> <ul style="list-style-type: none"> <li>- <b>OEM WITH CERTIFICATE</b></li> <li>- Heavy duty diesel engine</li> <li>- Four stroke, water cooled</li> <li>- 24V starter and charge alternator</li> <li>- Cooling radiator and fan</li> <li>- Free maintenance type battery including rack and cable</li> <li>- Flexible fuel connection hoses and drain valve</li> </ul> <p>Special type flexible fuel connection exhaust silencer</p>



**ALTERNATOR:**

- **OEM WITH CERTIFICATE**
- Brushless, single bearing, flexible disc
- Insulation class: H
- Protection class; IP22
- Self-executing and self-regulation

**Control Monitor & Protect the Generator Set**

**Including:**

- **OEM WITH CERTIFICATE**
- Over & under speed
- Low oil pressure
- Under/over generator voltage
- Low and high battery volt
- Emergency stop
- Overcurrent
- High engine temperature
- Start/stop failure
- Charge fail

**Accessories included are:**

1. Set-mounted tropical radiator
2. Set-mounted circuit breaker
3. Skid-base diesel tank
4. Digital generator set control with meters and alerts
5. Exhaust silencer
6. Lead acid batteries with cable
7. Auto Battery charger
8. Engine operation and maintenance manual

**OTHER REQUIREMENTS:**

- Supplier must have Importation Certificate (AMO)
- Supplier must have Red Ribbon Certificate
- 24/7 on call services
- Warranty 1 year or 1000 running hours

Ampere Rating

630 Amps

Voltage Rating

400 Volts

Ampere Frame	500 Ampere Frame
Interrupting Capacity	18kaic
Enclosure	Nema 1
<p>The ATS shall comply with IEC 60947 or equivalent international standard. The separately mounted generator control cubicle and ATS panel shall be of sheet steel vermin proof with lockable hinged front doors.</p> <p>A three-pole circuit breaker and auto transfer switch should be provided rated for full load of the current (+ 10% overload).</p> <p>The ATS equipment shall be of 3 attempt type and capable of sensing single phase and three phase failure of main supply or any variation in main supply voltage. The main supply and generator supply contactors or solenoid/motor operated change over switch shall be of fool proof design with mechanical and electrical interlock.</p>	
<p><b>Code and Standards</b></p> <p>The automatic transfer switch and accessories shall conform to the requirements of:</p> <ul style="list-style-type: none"> <li>A. UL 1008 - Standard for Automatic Transfer Switches</li> <li>B. PD1096 (PEC) – Philippine Electrical Code</li> <li>C. International Standards Organization ISO 9001:2000</li> <li>D. NEMA Standard ICS2-447 - AC Automatic Transfer Switches</li> </ul>	

2. **Quality Assurance** - All materials to be used shall be new and shall conform with the reference codes and standards. Use of materials shall be further be governed by other requirements, impose on other sections of these specifications. Materials shall be subject to test necessary their fitness if so requires.
3. **Alternate Materials** - use of any material, not specified in these specifications may be allowed provided such alternate has been approved agency in accordance with generally accepted standards.
4. **Identification of Materials** - Each length of pipe, fitting, box, fixture and device used in the electrical system shall have cast, stamped or indelibly marked on it the manufacturer's trademark or name, the weight, type and classes or product when so required by the standards mentioned above.

## 5. Conduit Pipe

- a. Conduit shall be hot dip galvanized mild steel IMC pipe (standard IMC pipe with inside wall epoxy coating) or polyethylene coated (PE Coated) IMC in 3.0 M length. UL. listed. Fittings shall be threaded type as required.
- b. Stainless Conduit Pipe/ PE Coated IMC Pipe — All exposed & embedded conduit pipes for power, control circuits, feeders & sub-feeders inside anodizing

and/or corrosive areas to be installed by the electrical, mechanical, process and fit-out contractors for the refrigeration systems shall comply with this requirement. Likewise, all installation hardware and materials including clamps, hangers and bolts shall be of the same material as the required stainless conduit pipe or PE Coated IMC pipe.

- c. Metallic conduits for interior and exterior systems shall be standard weight, mild steel, hot dip galvanized with an interior coating. PVC non-metallic embedded in the concrete slabs, concrete walls and partitions shall be approved of manufacturing standard.
- d. Schedule 40 PVC is acceptable in installations embedded in the concrete wall partitions or concrete slab, no installation of PVC in any exposed layout.
- e. No conduit shall be used in any system smaller than 15mm dia. Electric trade size, nor shall have more than four 90-degree bends in any one run and when necessary, pull boxes gauge 16 shall be provided as directed. Location and sizes of pull boxes shall be cleared to the engineer prior to fabrication and installation.
- f. No wires shall be pulled into any conduit unless the conduit system is complete in all details. In the case of concealed work, no wires shall be pulled until all rough plastering or masonry has been completed and in the case of exposed work, until the conduit has been completed in every detail.
- g. The ends of all conduits shall be tightly plugged to include plaster, dust and moisture while the project is in the process of construction.

## **6. Wires and Cables**

- a. All wires shall be copper, soft-drawn and annealed, shall be of 99% conductivity, shall be smooth and true and of the cylindrical form and shall be within +/-1% variation of the actual size called for.
- b. Wires and cables shall be plastic insulated for 600 volts working pressure, type THHN/THWN unless otherwise noted.
- c. All wires and cables shall be color coded, color-coding of wires are as follows:
  - (a) Line 1 – red
  - (b) Line 2 – yellow
  - (c) Line 3 – blue
  - (d) Neutral - White

## **7. Conduits & Cable Supports**

- a. All conduits and suspended electrical gears and equipment shall be supported by using NEMA Rated and Approved channel support systems. All support system shall be properly sized and installed as per code requirements.
- b. The channel support systems including its mounting and hanger accessories shall be hot-dipped galvanized finished.

- c. Cable ladders and wire-way shall be NEMA rated and approved. It shall be hot-dipped galvanized finished. Hangers and support system for cable ladders & wire-way shall be approved brand conforming to NEMA rating & standards.
- d. All conduits and cable support systems inside the building areas shall be of stainless materials including installation accessories including bolts & nuts.

## **8. Junction and Pull Boxes**

- a. Junction and pull boxes, per code gauge steel, shall be provided as indicated or as required for facilitating the pulling of wires and cables. Pull boxes in finished places shall be located and installed with the permission of and to the satisfaction of the architect and engineer. Sizes shall be subject to the approval of the engineer.
- b. Pull boxes shall be fabricated with hinged type, demountable and lockable covers if necessary. Knockouts shall be maintained for straight pull installation along two opposite side of the box only.
- c. Pull boxes for straight pulls shall have the length of the box not less than forty-eight times the outside diameter of the largest non-shielded conductor or cable.

## **9. Circuit Breakers**

- a. Circuit breaker shall be thermal magnetic type with quick make, quick break trip free operating mechanism with contacts.
- b. Circuit breaker shall be molded case bolt-on type complying with NEMA and UL or IEC standards.
- c. All main circuit breaker shall be bolt-on, molded case and industrial type circuit breaker located at center complying with NEMA and UL standards.
- d. The thermal magnetic trip unit shall provide time-delayed for overload protection and instantaneous for short circuit in any on pole.
- e. Multi-pole breaker shall operate on a common internal trip which will open all poles in case of overload or short circuit in any on pole.
- f. Breaker minimum interrupting capacity shall be as specified in plans.
- g. Circuit breakers with GFCI are to be rated for the voltage applied and with sensitivity setting of 300 milliamps.
- h. All feeder circuit breakers of the main switchgear (LVSG) shall be Draw-out type unless otherwise specified or indicated but should have shunt trip mechanism and accessories for future additional protection relays that should be field mountable.

## ***Section VII. Drawings***

***Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.***

## *Section VIII. Bill of Quantities*

PROJECT: Supply, Delivery, Installation, Testing and Commissioning of 350KVA Generator Set with 630AT Automatic Transfer Switch (ATS) of Pre-Fabricated Warehouse and Offices of Port of Manila

LOCATION: Gate 3, 16<sup>th</sup> Street, South Harbor, Port Area, Manila

	DESCRIPTION	QTY		MATERIAL COST		LABOR COST	TOTAL
		# Units	UM	P/Unit	Total		
<b>A.</b>	<b>General Requirements</b>						
	Mobilization/Demobilization	1	lot				
	Tools and Equipment	1	lot				
	Testing and Commissioning	1	lot				
				<b>sub-total=</b>			
<b>B.</b>	<b>Electrical Works</b>						
	<b>Generator Set and ATS</b>						
	350KVA, 400V, 3P, Generator Set	1	set				
	630AT, 3P, Automatic Transfer Switch (ATS)	1	set				
	Battery with Charger	1	set				
	<b>Wiring Device and Accessories</b>						
	<b>Wires</b>						
	200 sq. mm THHN copper wire stranded	60	mtrs				
	50 sq. mm THHN copper wire stranded	15	mtrs				
	<b>Roughing-ins and accessories</b>						
	Roughing-ins and accessories	3	pc				
	100mm dia. Steel Elbow	8	pc				
	100mm dia. Steel adaptor	5	pc				
	100mm dia. Steel locknut	5	pc				
	100mm dia. Steel bushing	5	pc				
	100mm dia. Coupling	10	pc				
	Conduit support	30	pc				
	50 sq.mm Solderless Connector	2	set				
	200 sq.mm Solderless Connector	8	set				
	Pull box GI#16	1	pc				
	Grounding rod	1	lot				
	Consumables	1	lot				
				<b>sub-total=</b>			
<b>C.</b>	<b>Civil Works</b>						
	Concrete platform	1	lot				

	Engine Exhaust	1	lot				
				<b>sub-total=</b>			

**Direct Cost**

Material Cost \_\_\_\_\_

Labor Cost \_\_\_\_\_

Mobilization \_\_\_\_\_

**Total Direct Cost** \_\_\_\_\_

**Indirect Cost**

OCM (15% of DC) \_\_\_\_\_

Contractors Profit (10% of DC) \_\_\_\_\_

**Total Indirect Cost** \_\_\_\_\_

**Tax (5% of DC + IC)** \_\_\_\_\_

**TOTAL PROJECT COST** \_\_\_\_\_

**Amount in Words:**

\_\_\_\_\_

**Submitted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

## **I. TECHNICAL COMPONENT ENVELOPE**

### ***Class "A" Documents***

#### *Legal Documents*

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);  
**or**
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;  
**and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;  
**and**
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### *Technical Documents*

- (f) 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**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commissioner;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
  - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (j) 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*

- (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year



- which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

***Class "B" Documents***

- (m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR 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**

- (n) Original of duly signed and accomplished Financial Bid Form; **and**

***Other documentary requirements under RA No. 9184***

- (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (p) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (q) Cash Flow by Quarter.

## Bid Form

---

Date: \_\_\_\_\_

IB<sup>1</sup> N°: \_\_\_\_\_

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

(d) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;

(e) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

(f) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(g) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

(h) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(i) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(j) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

(l) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

---

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

(m) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

(n) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

## Form of Contract Agreement

---

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]*\_(hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Bid;
  - (e) Instructions to Bidders;
  - (f) Bid Data Sheet;
  - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
  - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
  - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract

Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor).

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

*[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]*

***Statement of Single Largest Completed Contract  
which is similar in nature***

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

<b>Name of Contract</b>	<b>Date of the Contract</b>	<b>Kinds of Goods</b>	<b>Amount of Contract</b>	<b>Date of Delivery</b>	<b>End User's Acceptance or Official Receipt(s) Issued for the Contract</b>

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

***List of all Ongoing Government & Private Contracts including  
Contracts awarded but not yet started***

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Name of Contract	Date of the Contract	Kinds of Goods	Value of Outstanding Contracts	Date of Delivery
<u>Government</u>				
<u>Private</u>				

Submitted by : \_\_\_\_\_

(Printed Name & Signature)

Designation : \_\_\_\_\_

Date : \_\_\_\_\_

**Instructions:**

- i. State all ongoing contracts including those awarded but not yet started within three (3) years (government and private contracts, which may be similar or not similar to the project being bid) prior to opening of bids.
- ii. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- iii. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

## Omnibus Sworn Statement

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

*If a partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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

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

*If a sole proprietorship:* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working



Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
  - a) Carefully examine all of the Bidding Documents;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued], [place issued]*

IBP No. \_\_\_\_\_ *[date issued], [place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

## Bid-Securing Declaration

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_) S.S.

X-----X

### BID SECURING DECLARATION

**Invitation to Bid:** *[Insert Reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
  - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
  - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
  - (c) I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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<sup>2</sup> Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this \_\_\_\_ day of [month] [year] at [place of execution].

*[[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]*

*[Insert Signatory's Legal Capacity]*

Affiant

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ [date issued], [place issued]

IBP No. \_\_\_\_\_ [date issued], [place issued]

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

