

BIDDING DOCUMENTS

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KW (625 KVA) AND 80 KW (100 KVA) GENERATOR SET

PR No.: MG-ADM23-017

Procurement Services Section
Logistics Division

Sixth Edition July 2020 Rev. 3

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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-BangkoSentraIngPilipinas.

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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NATIONAL POWER CORPORATION

MinGen

INVITATION TO BID FOR SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KW (625 KVA) AND 80 KW (100 KVA) GENERATOR SET

- 1. The NATIONAL POWER CORPORATION—MINDANAO GENERATION, through the CORPORATE BUDGET OF NPC intends to apply the sum of Ten Million PesosPHP10,000,000.00) only being the ABC to payments under the contract for PR No.MG-ADM23-017. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The NATIONAL POWER CORPORATION—MINDANAO GENERATION now invites bids for the above Procurement Project. Delivery of the Goods is required One Hundred Twenty (120) Calendar Days from the receipt of Notice to Proceed. Bidders should have completed, within five (5) 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" oriterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
- 4. Prospective: Bidders may obtain further information from NATIONAL POWER CORPORATION—MINDANAO GENERATION and inspect the Bidding Documents at the address given below during 8:00 AM 5:00 PM, Monday to Friday.
- A complete set of Bidding Documents may be acquired by interested Bidders <u>30</u> <u>March 25 April 2023</u> from the given address and website(s)belowand upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <u>Ten Thousand Pesos (PHP10,000.00) only</u>. The Procuring Entity shall allow the bidder to pay online and present its proof of payment for the fees in person, by facsimile, or through electronic means. For those prospective bidders who wish to pay online, below are the details of the account:

Landbank Account name : NPC G

NPC GENCO 5 COLLECTIONS FUND

Landbank Account number : 0321-1689-14

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It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The NATIONAL POWER CORPORATION—MINDANAO GENERATION will hold a Pre-Bid Conference on II April 2023. 9:00AM at BAC-Bidding Room, MINGEN Headquarters, NPC. Maria Cristina, Iligan City and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Interested online attendees are required to pre-register one (1) day before the scheduled pre-bidding conference. For pre-registration, contact tel. no. (063):223-4604 or email logistics_afd_mingen@napocor.gov.ph.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before <u>25 April 2023</u>, <u>9:30AM</u>. 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 <u>25 April 2023</u> 9:30AM at Bidding Room, Mindanao Generation Headquarters, Maria Cristina, Iligan City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. THE NECESSARY FEATURES OF THE PROJECT TO BE PROCURED:
 - a. Supply, Installation Testing and Commissioning of one (1) unit Silent-Type, 500KW (625KVA). Sephase, 460V output and one (1) unit Silent-Type, 80KW/PIOOKVA): 8-phase, 240V output Generator Sets.
 - b. Supplied Installation, Testing and Commissioning of one (I) unit automatic transfer switch (ATS) for 460V and two (2) units of 240V ATS.
 - Supply, Installation, Testing and Commissioning of one (1) unit distribution transformer (460-240VAC, 100kVA, 3-phase).
 - d. Construction of 2 units power house.
 - Emission testing for the two (2) units of standby diesel genset and to shoulder the costs for the application of permit-to-operate of the two (2) units of standby diesel genset.
- 11. The NATIONAL POWER CORPORATION MINDANAO GENERATION 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 Sections35.6 and 41 of the2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- For further information, please refer to:

¹ May be deleted in case the ABC is less than One Million Pesos (PhPI,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

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BAC Secretariat

Procurement Services Section
Logistics Division
MinGen Headquarters
National Power Corporation
Maria Cristina. Iligan City
logistics_afd_mingen@napocor.gov.ph
Tel./Fax: (063) 223-4604/223-8355
[www.napocor.gov.ph]

13. You may visit the following websites:

For downloading of Bidding Documents: https://www.philgeps.gov.ph/ and www.napocor.gov.ph.

30 March 2023

REYNANTE T. CIRUELA Chairman, Bids and Awards Committee Mindanao Generation

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Section II

Instructions to Bidders

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1. Scope of Bid

The Procuring Entity, NATIONAL POWER CORPORATION — MINDANAO GENERATION wishes to receive Bids for the SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KW (625 KVA) AND 80 KW (100 KVA) GENERATOR SET with identification number MG-ADM23-017.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for 2023 Budgetin the amount of PHP 10,000,000.00.
- 2.2. The source of funding is:

GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

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5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (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 Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

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IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within the last five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an Apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);

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- 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).

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13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² 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 <u>One Hundred Twenty (120) Days</u> from the <u>Date of Scheduled Bid Opening</u>. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

² 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.

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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.

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.

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- 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 follows:

One Project having several items that 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

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HOPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, 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.

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21. Signing of the Contract

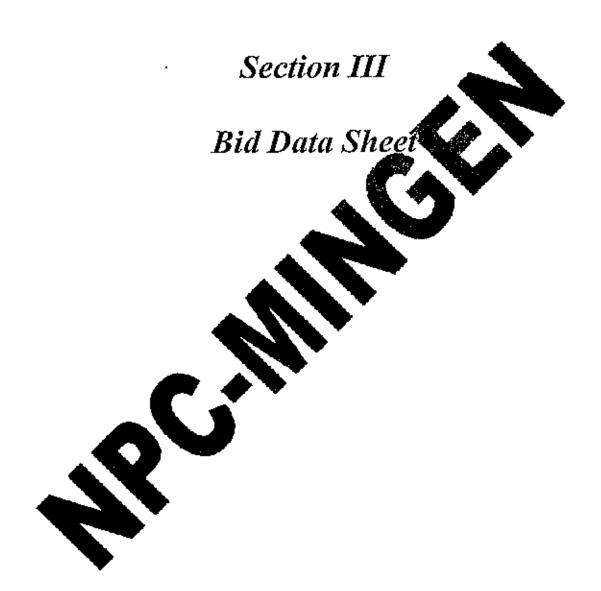
21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the BDS.



BID DOCUMENTS

SECTION III-- BID DATA SHEET

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SECTION III - BID DATA SHEET

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Bid Data Sheet

Terries	
ITB	
Clause 5.3	For this purpose, contracts similar to the Project shall be:
5,5	Tor this purpose, contracts annual to the 11-5/4-1
	a. Supply, Installation, Testing and Commissioning of three phaseGenerator Set of at least 200kW capacity.
	 b. Completed within [the last Five (5) years] prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP MinGenHeadquarter, Maria Cristina, Iligan City, Lanao Del Norteor the applicable International Commercial Terms (INCOTERMS) for this Project.
L4.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	 a. The amount of not less than Two Hundred Thousand Pesos (PHP200,000.00) only; 2% of ABC, if bid security is in cash, cashier's/manager's check; bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Five Hundred Thousand Pesos
10.2	(PHP500,000.00) only, 5% of ABC if bid security is in Surety Bond.
19.3	Partial bid is not allowed.
20.2	Applicable documents to be presented/submitted during post-qualification: 1. Original Valid and Updated PhilGEPS Registration Certificate (Platinum Membership) (all pages); 2. 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. 3. 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; 4. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). 5. The Supplier's audited financial statements, showing, among others, the Supplier'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;

	SECTION III -	BID DATA SHEET	PR NO./REF, NO.MG-ADM23-017
	21,2	[List here any additional	contract documents relevant to the Project that may be and/or the Procuring Entity.]
•		1	



SECTION IV- GENERAL CONDITIONS OF CONTRACT

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Section IV

General Conditions of Contract

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.

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

- 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.

SECTION IV - GENERAL CONDITIONS OF CONTRACT

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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

- 6.1. 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.
- 6.2. 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

PR NO./REF. NO.MG-ADM23-017

Section V

Special Conditions of Contract

PR NO/REF, NO.MG-ADM23-017

Special Conditions of Contract

Delivery and Documents –
For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDI" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery ferms of this Contract shall be as follows:
For Goods supplied from abroad, state: "The delivery terms applicable to the Contract are DDP delivered Mindanao Generation (MinGen) Headquarters, Maria Cristina, Iligan City, Lanao del Norte. In accordance with INCOTERMS."
For Goods supplied from within the Philippines, state: "The delivery terms applicable to this Contract are delivered Mindanao Generation (MinGen) Headquarters, Maria Cristina, Higan City, Lanao del Norte. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
For purposes of this Clause the Procuring Entity's Representative at the Project Site is JULBERT B. CADILE
Incidental Services –
The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
a. performance or supervision of on-site assembly and/or start-up of
the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the
supplied Goods; c. furnishing of a detailed operations and maintenance manual for
each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

80KW (100KVA) GENERATOR SET PR NO./REF, NO.MG-ADM23-017, SECTION V -- SPECIAL CONDITIONS OF CONTRACT training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. 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. Spare Parts --The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations funder this Contract; and b. in the event of termination of production of the spare parts: advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. spare parts and other components required are listed in Section VI price.

(Schedule of Requirements) and the costs thereof are included in the contract

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [Five (5)] years].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [Five (5) years] of placing the order.

SECTION V - SPECIAL CONDITIONS OF CONTRACT

PR NO./REF. NO.MG-ADM28-017

Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

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.

Transportation –

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.

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.

SECTION V - S	PECIAL CONDITIONS OF CONTRACT PRINCIPLE, NO.MG-ADM23-017
	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.
	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.
	Intellectual Property Rights —
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	"The terms of payment shall be as follows; 30 days."
4	The inspections and tests that will be conducted are: • Functionality Tests

BID DOCUMENTS

SECTION VI- SCHEDULE OF REQUIREMENTS

PR NO./REF. NO. MG-A7M23-025

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KW (625 KVA) AND 80 KW (100 KVA) GENERATOR SET.		PHP10,000,000,000	Gne Hundred twenty (120)
II.	CONSTRUCTION OF POWER HOUSE 1 & 2 FOR 500 KW (625 KVA) AT MinGen HEADQUARTER & 80 KW (100 KVA) GUEST HOUSE 1 (TRAINING CENTER).	1 Lot		©alendar days from receipt of Notice to Proceed



PR NO /REF NO MG-ADM23-017

Section VII Technical Specifications



PR NO./REF NO. MG-ADM23-017

Conformity with the Technical Specifications - 1 (Scope of Works)

Items	Scope of Works	Supplier's Data and Statement of Compliance
1	Installation of Standby Generator Set at MinGen Headquarters	
а	Construction of Generator set shelter, concrete skid mounting with gravel walkway, enclosed perimeter screen, underground cable tray, chimney and steel roofing.	
b	Mounting of brand-new Diesel Generator set on the concrete skid.	
С	Layout of Power cable for both supply and ATS for 460VAC to the main Power room at MinGen Headquarters.	
d	Installation of 2 sets ATS for 460VAC and 240VAC in the power room along with the necessary tappings.	
е	Installation of brand-new step-down transformer for 460V/240VAC along with the necessary tappings.	
2	Installation of Standby Generator Set at Guesthouse No. 1.	
а	Construction of Generator set shelter, concrete skid mounting with gravel walkway, enclosed perimeter screen, underground cable tray, chimney and steel roofing.	
b	Mounting of brand-new Diesel Generator set on the concrete skid.	
c	Layout of power cable for both supply and ATS for 240VAC inside the main power room.	
d	Installation of 1 set ATS for 240VAC in the power room along with the necessary tappings.	
3	Conduct Line integrity and safety check	
4	Testing and Commissioning of Generator set and ATS function	
5	Conduct Emission Testing for the 625 KVA and 100 KVA Generator sets.	





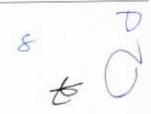
ECTION	Shoulder the costs for the application of p	PR NO./REF NO. MG-ADM23-017
6	DENR of both standby generator sets (62 requirement for the contract payment.	Particular Control of the Control of
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ame	of Bidder	



PR NO /REF. NO MG-ADM23-017

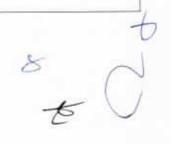
Conformity with the Technical Specifications - 2 (Administrative and Documentary Requirements)

Item	Description	NPC Requirements	Supplier's Data and Statement of Compliance
1	Warranty	One (1) year reckoned from the date of final acceptance	
2	After-sales support on spare parts	Five (5) years after the warranty period	
3	Delivery/completion date	One hundred twenty (120) calendar days from the receipt of Notice to Proceed (NTP)	
4	Delivery point	Central Warehouse, Barangay Ditucalan, Iligan City	
spare parts 3 Delivery/completion date		Submit the authority to bid or letter of confirmation as part of the eligibility requirements(To be included in Technical component envelope) coming from 1. The Original Equipment Manufacturer (OEM) or its Philippine Subsidiary, or 2. Authorized Product Distributor In this case, the bidder shall also submit the Distributorship Agreement (DA) between the manufacturer and the said authorized distributor. The DA must also indicate that the distributor is vested with authority to distribute the product in the Philippines. 3. If the bidder is an Authorized Distributor in the Philippines. submission of its DA with OEM in lieu of the required authority to bid will suffice. The submitted Authority to Bid and Distributorship Agreements should indicate the validity period and must still be valid during the opening of bids	



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Item	Description	NPC Requirements	Supplier's Data and Statement of Compliance
6	Manpower requirements:	Submit Copy of Valid PRC license / Certificate as part of eligibility requirements (To be included in Technical component envelope) for	
	a. Registered Electrical Engineer	One (1) Registered Electrical Engineer	
	b. Safety Officer 2	2. One (1) Safety Officer 2 (with 40 hours COSH training);	
	d. Electrician	3. One (1) Electrician (with NC-II)	
		Submit Copy of Certificate of Employment or proof of experience as part of eligibility requirements (To be included in Technical component envelope) for,	
		One (1) Electrical Engineer (with at least 5 years related experience);	
	60.3	2. One (1) Safety Officer 2 (with at least 5years experience);	
		One (1) Electrician (with at least 3 years related experience)	
7	Safety Data Sheet	N/A	
8	Evidence to support compliance to required Technical Specification	Submit the manufacturer's un- amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate of;	
		Standby Generator Set (complete with specification details of engine and alternator)	



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Item	Description	NPC Requirements	Supplier's Data and Statement of Compliance
		2 ATS 3 Generator Set Controller 4 Distribution Transformer as evidence of the compliance to the required Technical Specifications	
9	Site inspection to be conducted by Competent Technical Personnel related to the project	Submit the Site Inspection Certificate signed by the Authorized NPC representative as part of Post Qualification requirements	
10	Other administrative and / or documentary requirements	N/A	

Name of Bidder:	
Signature(s) of Bidder:	4. 9. 1



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Conformity with the Technical Specifications - 3

- Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered.
- 2. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence (<u>Under Supplier's Data and Statement of Compliance and after each specification statement, provide guide for the evaluation, such as page number and/or part number, model number where declared specification(s) is found as evidence). Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</u>

Item	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance
1	500KW (625 KVA) STANDBY DIESEL GENERATOR SET		
	Quantity:	1 set	
	Brand:	As per supplier	
	Model:	As per supplier	
	Type:	Silent-type	
	Specifications:		
	Prime Power (Output)	At least 448 KW	
	Standby power (Output)	At least 625 KVA (500 KW)	
	Rated frequency	60 Hz	
	Rated Speed	1800 rpm	







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tem	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance
	Rated Voltage	460 V	P
	Phase	3	
	Power Factor	0.8	
	Noise level @ 7m dB(A)	80	
	Fuel consumption of 75% load	91.8 Liters/h or better	
	Fuel consumption of 100% load	120 Liters/h or better	100
	Fuel Tank Capacity (Nominal):		
	Length (L) (mm)	4600	
	Width (W) (mm)	1580	
	Height (H) (mm)	2200	
	Dry weight (KG)	5600	
	Tank Capacity (L)	900	
	Loading Capacity (42 HC)	2 sets	
	Generator Set Assembler product and support website must be available	Yes. Independent website	
4	Generator Set Assembler Experience	Must have 10 years of experience in generator set assembling	
	Generator Set Assembly offered must be in the market for at least five (5) years	Yes	
	GENERATOR CONTROLLER	SPECIFICATION	
	Quantity:	One (1) set	

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Item	The required specimentons		Supplier's Data and Statement of Compliance	
	Brand:	As per supplier		
	Model:	As per supplier		
	Placement & Location:	The control cabinet must be mounted on the Gen-Set base frame		
	Generator Control System Functions and Monitoring:			
	Voltage between phases (L- L)	Equipped		
	Voltage between neutral and phases (L-L)	Equipped		
	Frequency	Equipped		
	3 Phase current	Equipped		
	Real Power (KW) and apparent (KVA)	Equipped		
	Power factor	Equipped		
	Engine Speed	Equipped		
	Running hours	Equipped		
	Coolant temperature	Equipped		
4	Oil Pressure	Equipped		
	Battery voltage	Equipped		
	LCD alarm indicator	Equipped		
	LCD alarm mains (utility) sensing	Equipped		
	Protection Function	Equipped		
	Emergency stop button	Equipped		







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Item	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance		
	High Coolant Temperature	Equipped			
	Low Oil pressure	Equipped			
	Overcurrent/Load	Equipped			
	Under/Over speed, frequency & Voltage	Equipped			
	Low/high battery voltage	Equipped			
	Generator Controller Manufacturer Experience:	Must be over 20 years of experience			
	Website for Generator Controller Manufacturer must be available	Yes, Independent Website			
	Generator Controller Manufacturer must be ISO:9001 QMS certified	Yes			
	ENGINE SPECIFICATION				
	Number of Cylinder	6			
	Cylinder arrangement	In-Line			
	Cycle	Four Stroke			
	Aspiration	Turbocharger & After cooled			
	Bore x Stroke	159 X 159 mm			
	Displacement	19 Liter			
	Compression ratio	13.9:1			
	Prime Power/ speed	448 KW/ 1800RPM			
	Standby power/speed	504 KW/ 1800 RPM			
	Speed Governor	Electronic			







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tem	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance		
	Cooling System	Forced Water Cooling Cycle			
	Frequency droop	≤ 3%			
	Total Lubrication system capacity	50 Liter			
	Coolant capacity (Engine only)	30.3 Liter			
	Fuel consumption 100 % load	201g/KW.h (at 1800 rpm)			
	Starter motor	DC24V			
	Charge alternator	DC24V			
	Engine Manufacturer Experience:	Must be over 25 years of experience			
	Website for Engine Manufacturer must be available	Yes, Independent website			
	Engine Manufacturer must be ISO:9001 QMS certified	Yes			
	ALTERNATOR SPECIFICATION				
	Rated frequency/ Rated speed	60 Hz/ 1800 rpm			
	Rated prime power	563 KVA			
	Rated voltage	460 V			
	Phase	3			
	Power factor	0.8			
	Efficiency (%)	94_3%			
	Exciter type	Self-exited, Brushless			
	Voltage adjust range	≥ 5.0 %			





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Item	Description	Description NPC Required Specifications	
	Voltage regulation	≤± 1.0%	Compliance
	Insulation grade	1H	
	Protection grade	IP23	
	Alternator Manufacturer Experience:	Must be over 25 years of experience	
	Website for Alternator Manufacturer must be available	Yes, Independent website	
	Alternator Manufacturer must be ISO:9001 QMS certified	Yes	
2	Automatic Transfer Switch (ATS) for 460V		
	Quantity:	One (1) set	
	Brand:	As per Supplier	
	Model:	As per Supplier	
	ATS Specifications:		
	Motorized	Yes	
	Electrically and Mechanically Operated with mechanical interlock	Yes	
	Rating:	800 Amperes	
	Phase:	Three (3)	
	Hertz:	60 Hz	
	Type:	Breaker Type	
	Control Type:	Relay	
	TDEN – Time Delay Emergency to Normal:	Yes	
	TDNE - Time Delay Normal	Yes	

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Item	Description NPC Required Specifications		Supplier's Data and Statement of Compliance	
	to Emergency:			
	TDEC – Time Delay Engine Cool Off:	Yes		
	TER - Time Normal Relay:	Yes		
	NR- Normal Relay:	Yes		
	ER- Emergency Relay:	Yes		
	OV/UV- Under / Over:	Yes		
	Enclosure Specifications:			
	NEMA I Gray Finished	Yes		
	Pilot Lights Green Normal/ Red Emergency	Yes		
	Switch Auto/ Manual	Yes		
	ATS Manufacturer Experience:	Must be over 10 years of experience		
	Website for ATS Manufacturer must be available	Yes. Independent website		
	ATS Manufacturer must be ISO:9001 QMS certified	Yes		
3	Automatic Transfer Switch (ATS) for 240V			
	Quantity:	One (1) set		
	Brand:	As per Supplier		
	Model:	As per Supplier		
	ATS Specifications:			
	Rating:	400 A		

PR	NO /REF	NO	MG-A	DM23-01	7

Item	Description NPC Required Specifications		Supplier's Data and Statement of Compliance
	Three Phase	Yes	
	Hertz:	NH09	
	Type:	Breaker Type	
	ATS Manufacturer Experience:	Must be over 10 years of experience	
	Website for ATS Manufacturer must be available	Yes. Independent website	
	ATS Manufacturer must be ISO:9001 QMS certified	Yes	
4	Distribution Transformer	CIL LI	
	Quantity:	One (1) unit	
	Brand:	As per supplier	
	Model:	As per supplier	
	Type:	Dry-Type, Indoor	
	Specifications;		
	Frequency:	6011z	
	Three Phase	Yes	
	Capacity:	100kVA	
	Voltage Ratio:	460V - 240V (step-down)	
	Vector Group:	Δ-Υ	
5	Power Cable (460V)		
	Quantity:	One (1) Set	
	Brand:	As per supplier	





PR NO./REF. NO. MG-ADM23-017

Item	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance
	Model:	As per supplier	i i
	Specifications:		
	Size:	200 mm²	
	Type:	THW	
	Material:	Copper	13.05
	Length:	360 meters	
6	Power Cable (240V)		
	Quantity:	One (1) Set	
	Brand:	As per supplier	
	Model:	As per supplier	
	Specifications:	The Water Control	
	Size:	150 mm²	
	Material:	Copper	
	Type:	THW	
	Length:	120 meters	
7	Powerhouse with Concrete skid, underground cable tray, chimney and wire enclosure.	1 lot (refer to attached drawings for the design and specifications)	
8	100kVA STANDBY DIESEL GENERATOR SET		
	Quantity:	1 set	
	Brand:	As per supplier	
	Model:	As per supplier	
	Type:	Silent Type	





PR NO /REF	NO.	MG-ADM23-017
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tem	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance			
	Specifications:					
	Prime power (Output)	90 KVA/72 KW				
	Standby power (Output)	100 KVA (80 KW)				
	Rated frequency	60 Hz				
	Rated speed	1800 rpm				
	Rated Voltage	240 V/ 138.6 V				
	Phase	3				
	Power Factor	0.8				
	Noise level @ 7m dB(A)	75				
	Fuel consumption of 75%	15.3 Liters/h				
	Fuel consumption of 100% load	20.1 Liters/h				
	Fuel Tank Capacity (Nominal):					
	Length (L) (mm)	2500				
	Width (W) (mm)	970				
	Height (H) (mm)	1250				
	Dry weight (KG)	1620				
	Tank Capacity (L)	135				
	Generator Set Assembler product and support website must be available	Yes, Independent website				
	Generator Set Assembler Experience	Must have 10 years of experience in generator set assembling				
	Generator Set Assembly offered must be in the market for at least five (5) years	Yes				





Item

SECT

Description	NPC Required Specifications	Supplier's Data and Statement of Compliance			
GENERATOR CONTROLLER SPECIFICATIONS					
Quantity:	One (1) set				
Brand:	As per supplier				
Model:	As per supplier				
Placement & Location:	The control cabinet must be mounted on the Gen-Set base frame				
Generator Control System Functions and Monitoring:					
Voltage between phases (L- L)	Equipped				
Voltage between neutral and phases (L-N)	Equipped				
Frequency	Equipped				
3 Phase current	Equipped				
Real power (KW) and apparent power (KVA)	Equipped				
Power factor	Equipped				
Engine Speed	Equipped				
Running hours	Equipped				
Coolant temperature	Equipped				
Oil pressure	Equipped				
Battery voltage	Equipped				
LCD alarm indication	Equipped				
LCD alarm mains (utility) sensing	Equipped				
Protecting Function					
Emergency stop button	Equipped				



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tem	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance
	High coolant temperature	Equipped	
	Low oil pressure	Equipped	
	Over current/Load	Equipped	
	Under/Over speed, frequency & Voltage	Equipped	
	Low/High battery voltage	Equipped	
	Generator Controller Manufacturer Experience:	Must be over 20 years of experience	
	Website for Generator Controller Manufacturer must be available	Yes. Independent website	
	Generator Controller Manufacturer must be ISO:9001 QMS certified	Yes	
	ENGINE SPECIFICATIONS		
	Number of Cylinders	4	
	Cylinder arrangement	In-line	
	Cycle	Four Stroke	
	Aspiration	Turbocharger & after cooled	
	Bore X Stroke	102 X 120 mm	
	Displacement	3.9 Liter	
S	Compression ratio	17:3:1	
	Prime power/ speed	80 KW/ 1800RPM	
	Standby power/ speed	90 KW/ 1800 RPM	
	Speed governor	Electronic	
	Cooling System	Forced Water Cooling Cycle	
	Frequency droop	≤5%	

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Item	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance	
	Total lubrication system capacity	10.9 Liter		
	Coolant capacity (Engine only)	8.3 Liter		
	Fuel consumption 100% load	201g/KW.h (at 1800 rpm)		
	Starter motor	DC24V		
	Charge alternator	DC24V	100	
	Engine Manufacturer Experience:	Must be over 25 years of experience		
	Website for Engine Manufacturer must be available	Yes, Independent website		
	Engine Manufacturer must be 1SO:9001 QMS certified	Yes		
	ALTERNATOR SPECIFICATION	ONS		
	Rated frequency/ Rated speed	60 Hz/ 1800 rpm		
	Rated prime power	100 KVA		
	Rated voltage	240 V		
	Phase	3		
	Power factor	0.8		
	Exciter type	Self-exited, Brushless		
4	Voltage adjust range	≥ 5.0 %		
	Voltage regulation	≤ ± 1.0%		
	Insulation grade	Н		
	Protection grade	IP23		
	Alternator Manufacturer Experience:	Must be over 25 years of experience		

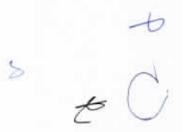


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Item	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance
	Website for Alternator Manufacturer must be available	Yes, Independent website	
	Alternator Manufacturer must be ISO:9001 QMS certified	Yes	
9	Automatic Transfer Switch (ATS) for 100kVA genset		
	Quantity:	One (1) set	
	Brand:	As per supplier	
	Model:	As per supplier	
	ATS Specifications:		
	Motorized	Yes	
	Electrically and Mechanically Operated with mechanical interlock	Yes	
	Rating:	225 Amperes	
	Phase:	Three (3)	
	Frequency:	60 Hz	
	Volts:	240 V	
	Type:	Breaker Type	
	Control Type:	Relay	
4	TDEN – Time Delay Emergency to Normal	YES	
	TDNE – Time Delay Normal to Emergency	YES	
	TDEC – Time Delay Engine Cool Off	YES	
	TER - Time Normal Relay	YES	







PR	NO /REF	NO	MG-ADM23-017	

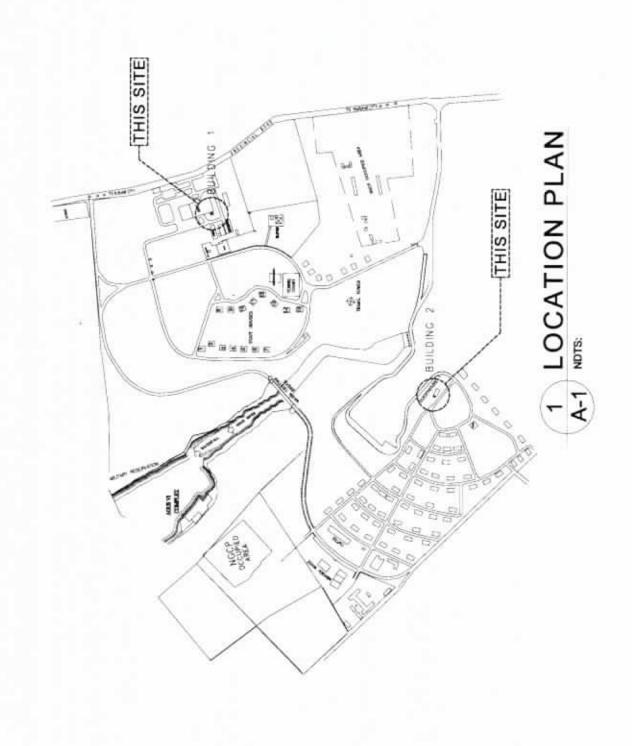
Item	Description	NPC Required Specifications Supplier's Data a Statement of Compliance		
	NR- Normal Relay	YES		
	ER- Emergency Relay	YES		
	OV/UV- Under / Over Voltage Relay	YES		
	Enclosure Specifications:			
	NEMA 1 Gray Finished	YES		
	Pilot Lights Green Normal/ Red Emergency	YES		
	Switch Auto/ Manual	YES		
	ATS Manufacturer Experience:	Must be over 10 years of experience		
	Website for ATS Manufacturer must be available	Yes, Independent website		
	ATS Manufacturer must be ISO:9001 QMS certified:	Yes		
10	Main Breaker			
	Quantity:	One (1) set		
	Brand:	As per supplier		
di	Model:	As per supplier		
	Type:	MCCB with outdoor enclosure		
	Rated Current:	225 A		
1.1	Power Cable (from 225A main breaker to 225A ATS and to load side)			
	Quantity:	One (1) Set		
	Brand:	As per supplier		

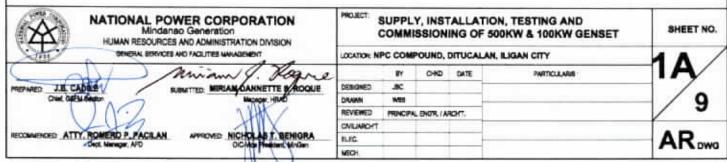
SECTION VII - TECHNICAL SPECIFICATION PR NO /REF. NO. MG-ADM23-017

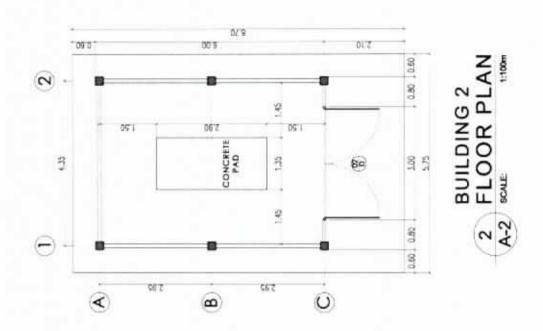
Item	Description	NPC Required Specifications	Supplier's Data and Statement of Compliance
	Model:	As per supplier	
	Specifications:		
	Size:	60 mm²	
	Type:	THW	
	Material:	Copper	
	Length:	390 meters	
12	Powerhouse with Concrete skid, underground cable tray, chimney and wire enclosure.	I lot (refer to attached drawings for the design and specifications)	
13	Provide all necessary materials for the successful implementation of the project.	Yes	

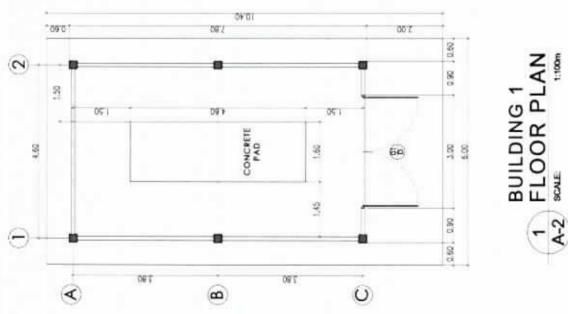
Name of Bidder:	
Signature(s) of Bidder:	







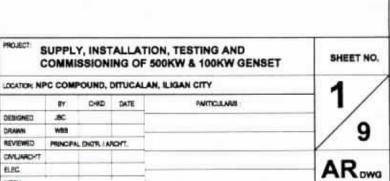


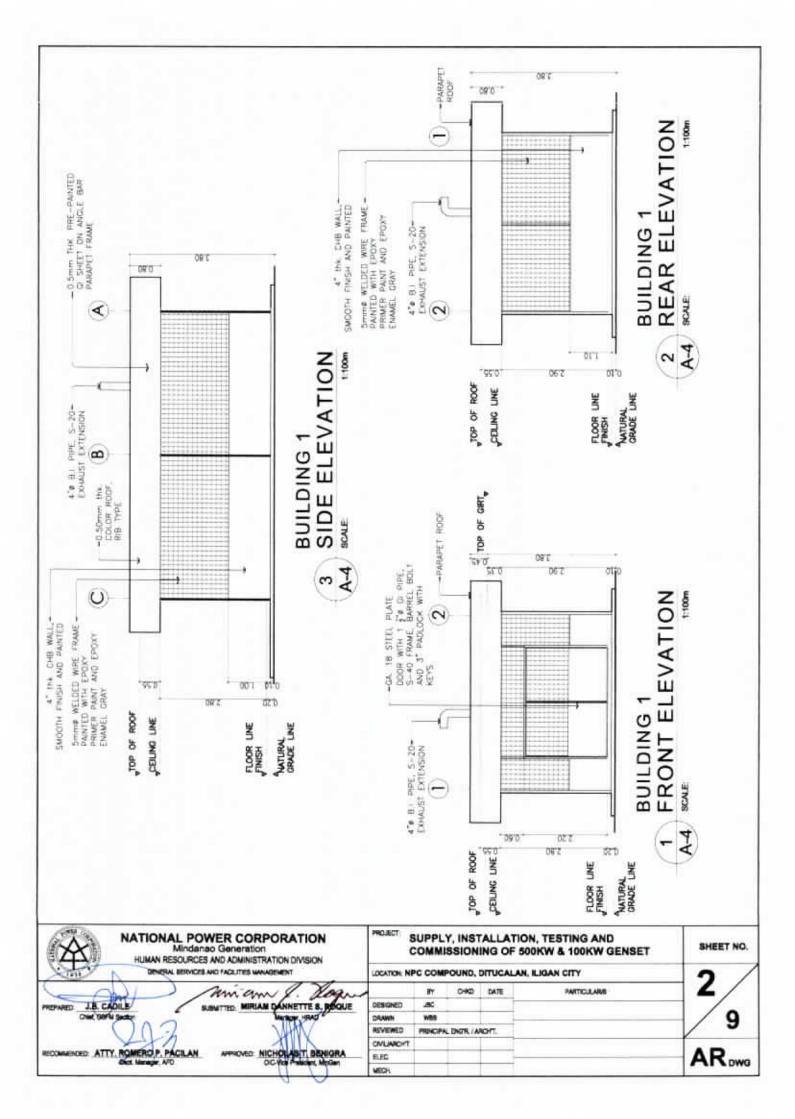


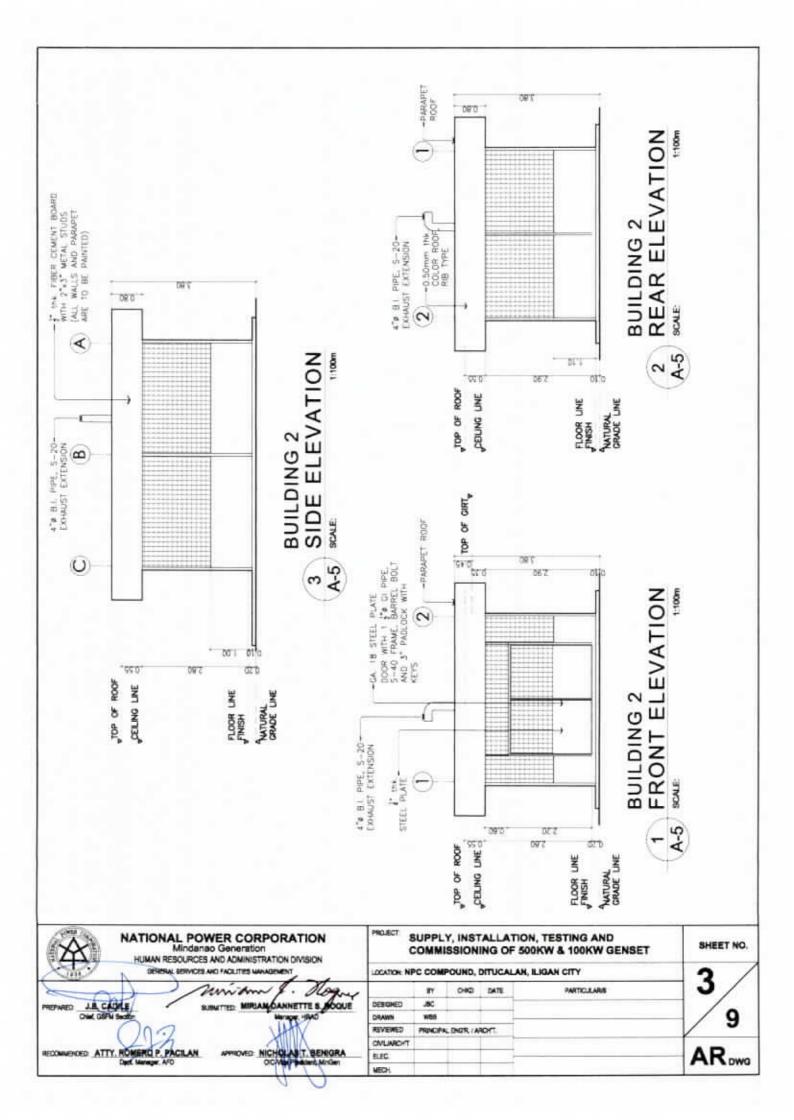
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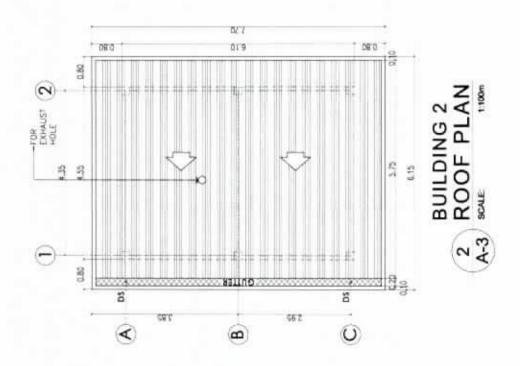
NATIONAL POWER CORPORATION Mindanao Generation HUMAN RESOURCES AND ADMINISTRATION DIVISION

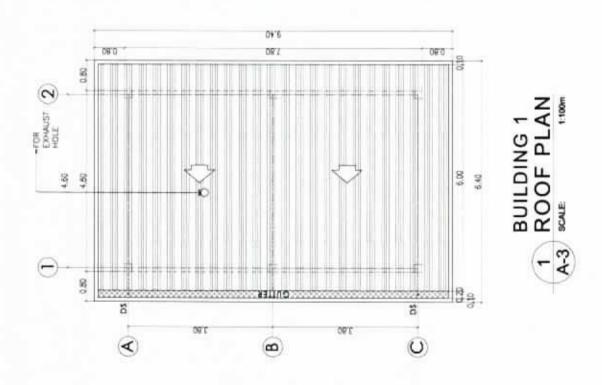
DERIFFAL BERNOTE AND FACILITIES NAVADEMENT

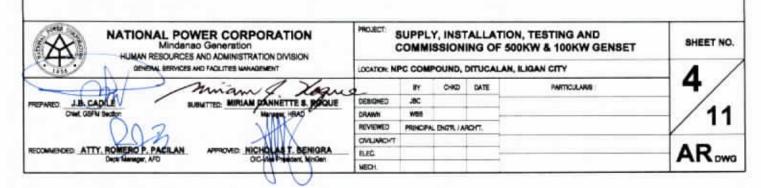


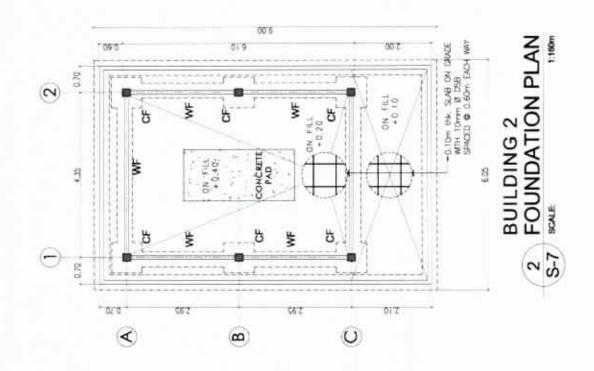


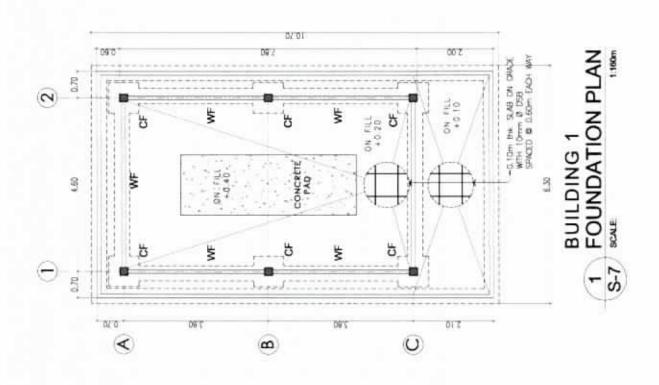


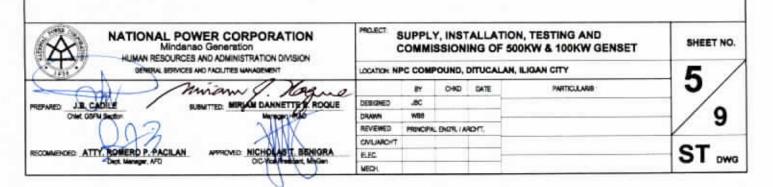


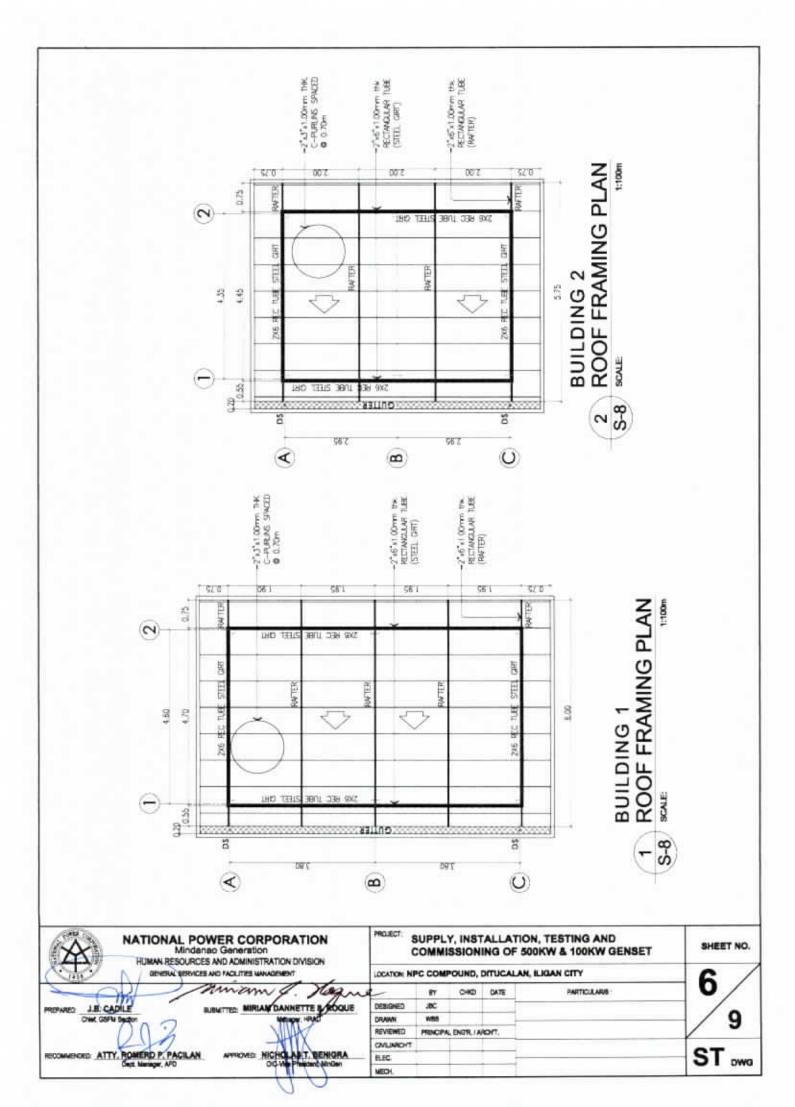


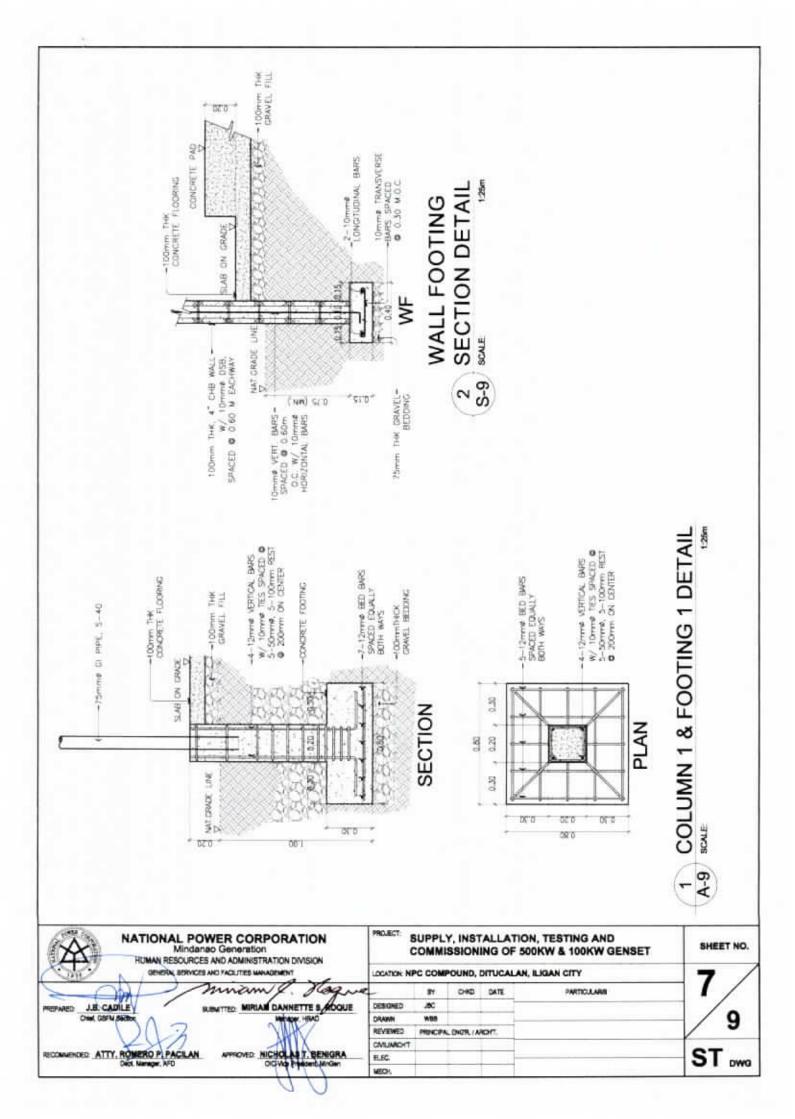


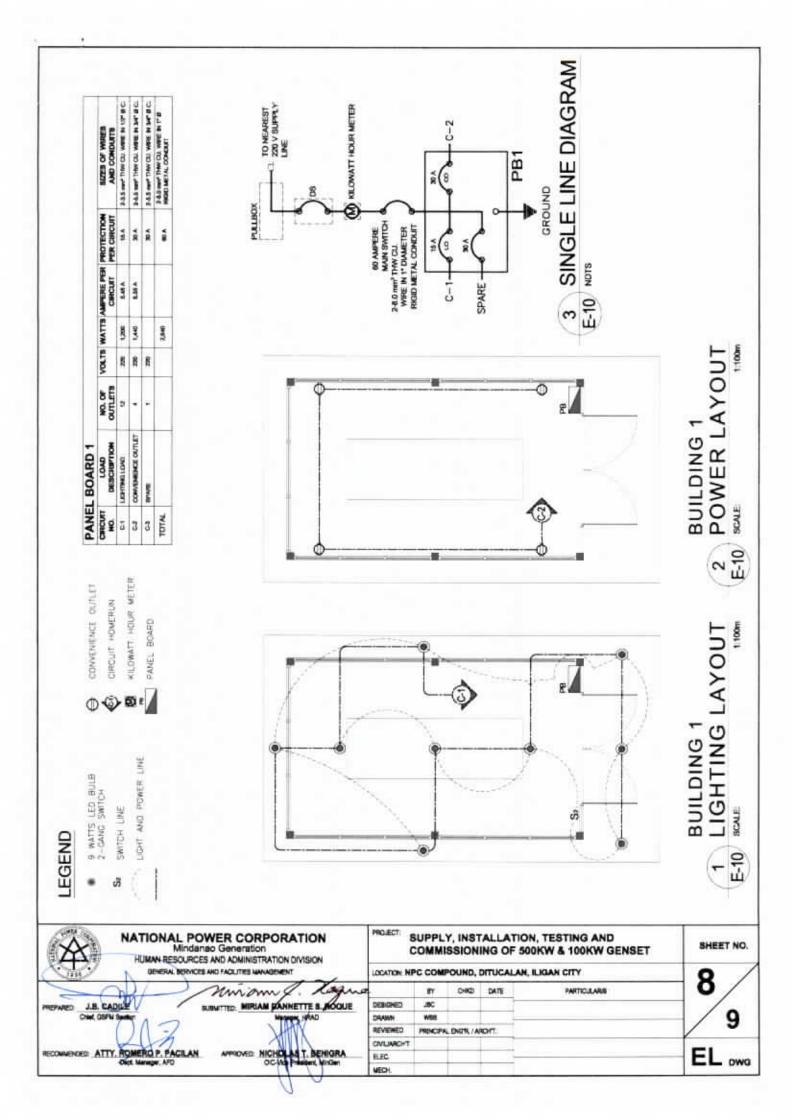


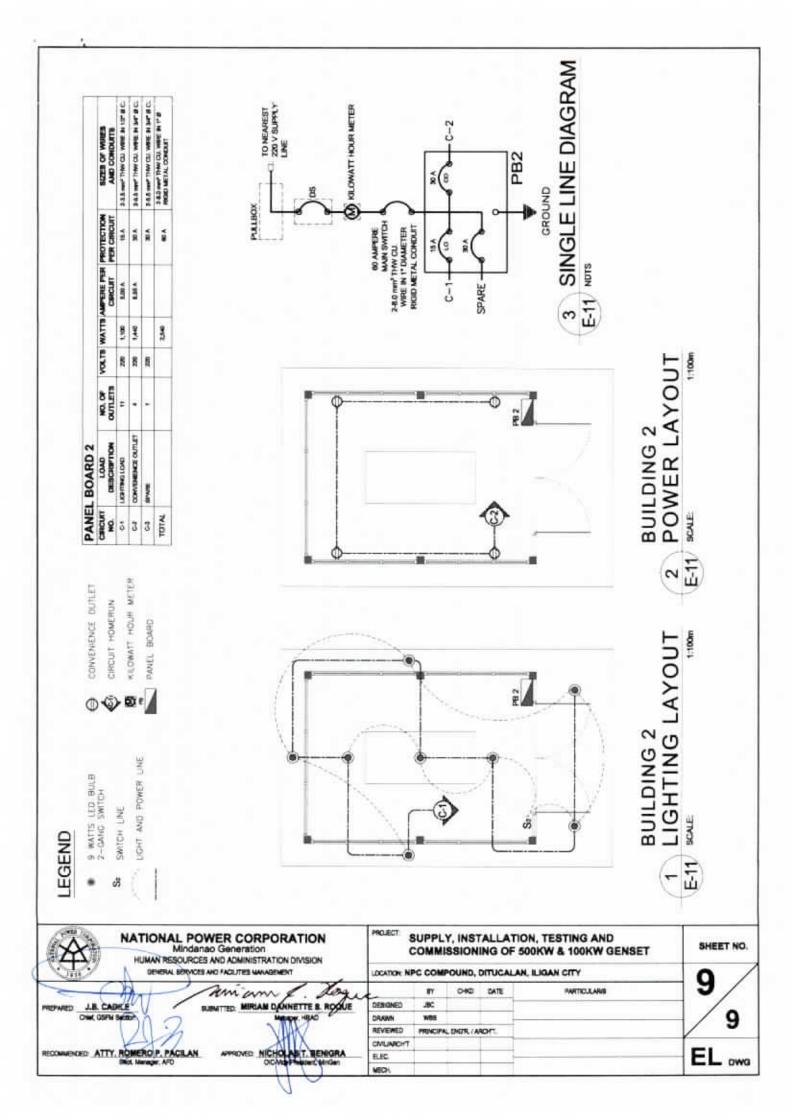












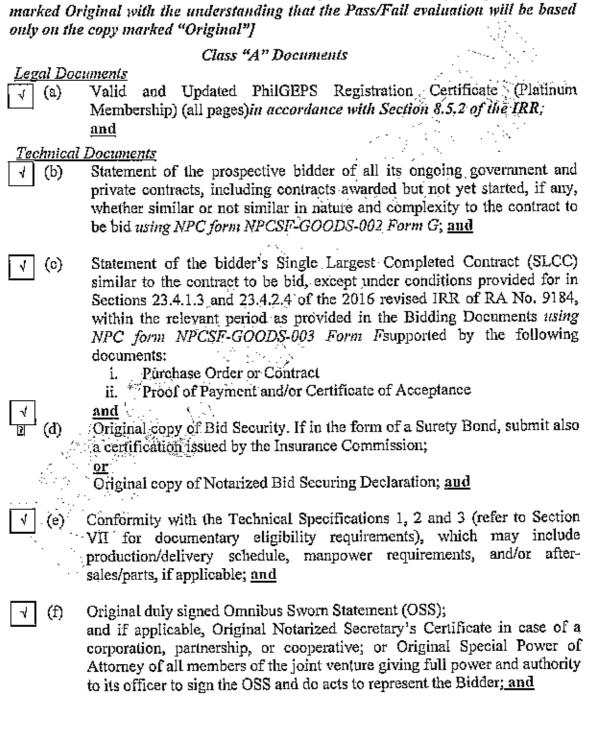
SECTION VIII - CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NO./REF. NO.MG-ADM23-017

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE/Submit in three (3) copies- one (1) only on the copy marked "Original"].



	HECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS PR NO./REF. NO.MG-ADM23-017 **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.
	cumentary requirements under RA No. 9184 (as applicable)
√ (i)	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in
(i)	government procurement activities for the same item or product. Certification from the DIT if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
marked C	IAL COMPONENT ENVELOPE[Submit in three (3) copies- one (1) Driginal with the understanding that the Pass/Fail evaluation will be based be copy marked "Original"]
(a)	Original of accomplished and duly signed (each and every page)Financial Bid Form; and
	Original of accomplished and duly signed (each and every page) Price Schedule(s).
1 1	

NAME OF PROJECT: SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500KW (625KVA) AND 80KW (100KVA) GENERATOR SET

PR NOJREF, NOJMG-ADM23-017

SECTION VIII – CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS NPCSF-GOODS-02

Form G

REFERENCE NO.						Description:		
List of all C Business Name	List of all Ongoing Government & Private Contracts including contracts awarded but not yet started siness Name	nent & Private	Contracts ir	ոշևան	ing contracts aw	arded but n	ot yet star	ted
Business Address:	ess:			[-		; ;		
		_	Bidder's Role	ગુલ		% of Accomplishment	pJishment	Value of Outstanding
Name of Contract/ Project cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Description	×	a. Date Awarded b, Date Started c. Date of Completion	Planned	Actual	Works / Undelivered Portion
Government	•							
	=							
		i	Ē					
	<u> </u>							
		i _						
Private								i
	i							!
i						Total Cost		
	(Printed Nama & Signature)	mature)						
Date								
Designation		!						
Date								

NAME OF PROJECT; SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 500KW (625KVA) AND 80KW (100KVA) GENERATOR SET

SECTION VIII - CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

NPCSF-GOODS-03

PR NOJREF, NO,MG-ADM23-017

Form F

REFERENCE NO.	Description:	tion:
Statement	Statement of all Government & Private Contracts completed which are similar in nature	r in nature

Business Name :

a. Date Awarded b. Contract Effectivity c. Date Completed a. Amount of Award b. Amount of Completion c. Duration 器 Bidder's Role Description Nature of Work a. Owner's Name b. Address c. Telephone Nos. Business Address : Name of Contract Corernment Private

4,50

Note: This statement shall be supported with:
1. Purchase Order / Contract
2. Certificate of Acceptance and/or Proof of Rayment

	(Statement Marse & Speed
Submitted by	

Designation

This statement will show that the naive of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistic Office (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid

1. + 4

NAME OF PROJECT: INSTALLATION, TESTING AND COMMISSIONING OF 500KW (625KVA) AND 80KW (100KVA) GENERATOR SET

SECTION VIII- CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS

PR NOJREF, NO: "MG-ADM23-017 Form B

STATEMENT OF NFCC COMPUTATION

		Date:
FHE BAC CHAIRMAN Mindanao Generation, HQ National Power Corporation		
Maria Cristina, Iligan City		
CONTACT/PROJECT	:	
COMPANY/FIRM	:	
ADDRESS	: .	<u> </u>
	٠.	*
CURRENT ASSETS LESS: CURRENT LIABILITIES	P	··
NET CURRENT ASSETS Multiply by"	P	15
Less: Value of On-going Contracts &	P	
Awarded contracts yet to be started		
NFCC	P	
la P		
Name of Authorized Sign	atory:	.
Signature ;		

SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NOJREF, NO: ,MG-ADM23-017

(SAMPLE)

JOINT VENTURE AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

NAME OF PROJECT

and revocation.

That this JOINT VENTURE AGREEMENT is entered into by and between

(NAME OF LEAD COMPANY), represented by (NAME OF REPRESENTATIVE), of legal age, married, owner and a resident of (COMPLETE ADDRESS), appointed as the lawful attorney-in-fact and lead company to sign the contract if awarded the project.

and -

(NAME OF THE OTHER COMPANY), represented by (NAME OF REPRESENTATIVE), of legal age, married, owner and a resident of (COMPLETE ADDRESS) represents as member/principal of the Joint Venture.

That both parties agreed to join together their manpower, equipment and resources needed to facilitate the Joint Venture to participate in the bidding and undertaking of the here-under stated project to be conducted by the NATIONAL POWER CORPORATION, (Plant/location of the project)

	``	P		
		10.00		
That both parties agreed representative and/or lead of the Joi and perform any and all acts neces and effectively and the Joint Ventur	nt Venture; sary and/or	and is g	ranted full power and a esent the Joint Venture	uthority to do, excepte in the bidding as fully

That this Joint Venture Agreement shall remain in effect only for the above stated project until terminated by both parties.

That both parties hereby bind themselves jointly and severally liable to the National Power Corporation in the prosecution of the above-named undertaking.

(Signature over printed name of representative)
(Designation)
(Name of lead company)

(Signature over printed name of representative)
(Designation)
(Name of the other company)

APPROVED BUDGET FOR THE CONTRACT

SIGNED IN THE PRESENCE OF

SECTION VIII.- CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS

PR NOJREF, NO: .MG-ADM23-017

ACKNOWLEDGMENT

REPUBLIC	OF THE		IPPINE	S))							
Bef	ore me, .							· · • • • • • • • • • • • • • • • • • •			
	known		ne and	known	to	be	the	same	person		
WI	TNESS N	MY HA	and se	AL on th	ne dat	e an	đ plad	ce state	ed above.		
Doc No Page no Book No Series of (Y			-			S in-				(NOTARYPUBLIC)	
		4				*	• *				
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4											

SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NO./REF. NO: .MG-ADM23-017

FORM OF BID SECURITY (BANK GUARANTEE)

WHEKE	AS, (<u>Name of Bidder)</u>	(neremaner caned	the Diddel. has anomined in a no
dated (De	ate)f	or the <u>(Name of Project)(</u> hereinafter c	alled "the Bid").
KNOW .	ALL MEN by these pr	resents that We (Name of Bank)	of <u>(Name</u> (hereinafter
oj Count	מירי)naving	our registered office at	
called "11	he Bank" are bound u	nto National Power Corporation (here	smarter caned the Entity) in the
sum of [amount in words & fis	gures as prescribed in the hidding do	ountents) for which payment wen
_		id Entity the Bank binds himself, his	s successors and assigns by mese
presents.			
SEALED	o with Common Scal o	of the said Bank thisday of	20
THE CO	NDITIONS of this ob	ligation are that:	
	f the Bidder withdraw documents; or	ws his Bid during the period of bid	validity specified in the Bidding
2) i	if the Bidder does naccordance with the in	ot accept the correction of arithme structions to Bidder; or	etical errors of his bid price in
	if the Bidder, having elearance, latest incor the prescribed period;	determined as the LCB, fails or rene and business tax returns and PhilG or	efuses to submit the required tax EPS registration certificate within
	if the Bidder having bo the Entity during the p	een notified of the acceptance of his beriod of bid validity:	id and award of contract to him by
1	a) fails or refisses to	execute the Contract; or	
1	b) fails or refuses to	submit the required valid JVA, if appl	licable; or
÷	c) fails or refuses to Bidders;	furnish the Performance Security in a	accordance with the instructions to
without that the	the Entity having to s	intity up to the above amount upon rubstantiate its demand, provided that it is due to the occurrence of any o	in his demand the Entity will note
by the E	Intity, notice of which	force up to 120 days after the opening extension (s) to the Bank is hereby to Bank notlater than the above date.	ng of bids or as it may be extended waived. Any demand in respect of
DATE		SIGNATURE OF THE BANK	
WITNE	ss	SEAL	

(Signature , Name and Address)

SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NO./REF. NO: .MG-ADM23-017

FORM OF BID SECURITY (SURETY BOND)

By th	is bond, We. (Name of Bidder) (hereinafter called "the Principal") and (Name of
Surety)	of (Name of Country of Surety), authorized to transact ss in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National
busine:	ss in the Philippines (hereinalter called "the Surety") are field and firmly bound unto National
rower 	Corporation (hereinafter called "the Employer") as Obligee, in the sum of famount in words &
<u> //giares</u>	as prescribed in the bidding documents), callable on demand, for the payment of which sum, and truly to be made, we, the said Principal and Surety bind ourselves, our successors and
	s, jointly and severally, firmly by these presents.
azsigns	s, Jointy and severany, rithing by these presents.
SEALI	ED with our seals and dated this day of20
	그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그
WHER	REAS, the Principal has submitted a written Bid to the Employer dated the day of
NOW,	THEREFORE, the conditions of this obligation are:
1)	if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding
,	Documents; or
2)	if the Bidder does not accept the correction of arithmetical errors of his bid price in
	accordance with the Instructions to Bidder; or
41	10.11 Tillian having determined on the ECD. Sile or refuges to submit the required tay
3)	if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within
	the prescribed period; or
	the presented period, or
4)	if the Bidder having been notified of the acceptance of his bid and award to contract to him by
7	the Entity during the period of bid validity:
	d) fails or refuses to execute the Contract; or
	e) falls or refuses to submit the required valid JVA, if applicable; or
	fails or refuses to furnish the Performance Security in accordance with the
	instructions to bidders;
then t	is obligation shall remain in full force and effect, otherwise it shall be null and void.
PROV	TOED HOWEVER, that the Surety shall not be:
	a) liable for a greater sum than the specified penalty of this bond, nor
	The same and the s

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 Calendar days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension (s) to the Surety is hereby waived.

b)

liable for a greater sum that the difference between the amount of the said

Principal's Bid and the amount of the Bid that is accepted by the Employer.

NAME OF PROJECT: INSTALLATION, TESTING AND COMMISSIONING OF 500KW (625KVA) AND 80KW (100KVA) GENERATOR SET

SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NO./REF. NO: .MG-ADM23-017

PRINCIPAL	SURETY
SIGNATURE (S)	SIGNATURE (S)
NAME (S) AND TITLE (S)	NAME (S)
SEAL	SEAL



SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NOJREF, NO: .MG-ADM23-017

Bid Securing Declaration Form

[shall be submitted with the Bid if hidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES) CITY OF	_) S.S.

BID SECURING DECLARATION Project Identification No.: [Insert number]

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

I/We, 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 procurement 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 No. 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; and
- e. 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.

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 OR ITS AUTHORIZED

REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice].

NAME OF PROJECT: INSTALLATION, TESTING AND COMMISSIONING OF 500KW (625KVA) AND 80KW (100KVA) GENERATOR SET

SECTION VIII- CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS

PR NOJREF, NO; .MG-ADM23-017

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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];

[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], as shown in the attached duly notarized Special Power of Attorney;

[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], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, 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, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting:
- 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;

SECTION VIII- CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS

PR NO./REF. NO: .MG-ADM23-017

1.2-1

- [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;

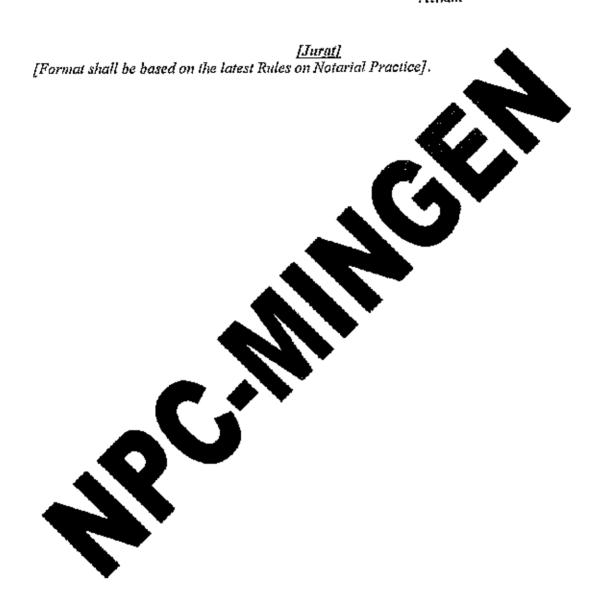
- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

NAME OF PROJECT: INSTALLATION, TESTING AND COMMISSIONING OF 500KW (625KVA) AND 60KW (100KVA) GENERATOR SET

SECTION VIII—CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS PRINO/REF. NO: MG-ADM23-017

N WITNESS WHEREOF, I have hereunto set my hand this ___ day of ____, 20__ at ____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant



Bld you may receive.

PBDs.

SECTION VIII- CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS

PR NO./REF. NO: .MG-ADM23-017 APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

	BID FORM
	Date :
Project Identifi	cation No.:
To: [name an	d address of Procuring Entity]
Supplemental acknowledged Goods Jin configures J or the and other bld made part of limited to: Iso	examined the Philippine Bidding Documents (PBDs) including the or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly it, we, the undersigned, offer to [supply/deliveriperform] [description of the formity with the said PBDs for the sum of [total Bid amount in words and etotal calculated bid price, as evaluated and corrected for computational errors, modifications in accordance with the Price Schedules attached herewith and this Bid. The total bid price includes the cost of all taxes, such as, but not secify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) and (iv) other fiscal levies and duties], which are itemized herein or in the Price
(f our i	Bid is accepted, we undertake:
a.	to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
b.	to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
C.	to ablde by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.
Comm	t this paragraph if Foreign-Assisted Project with the Development Partner: nissions or gratuities, if any, paid or to be paid by us to agents relating to this ontract execution if we are awarded the contract, are listed below:
	idress Amount and Purpose of ncyCommission or gratuity
	· · · · · · · · · · · · · · · · · · ·
(if none, state	
Until a acceptance t	a formal Contract is prepared and executed, this Bid, together with your written hereof and your Notice of Award, shall be binding upon us.
Weu	inderstand that you are not bound to accept the Lowest Calculated Bid or any

65

We certify/confirm that we comply with the eligibility requirements pursuant to the

SECTION VIII—CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS PRING. IMG-ADM23-017
The undersigned is authorized to submit the bld on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

12 (A) 12 (A)

SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NO/REF, NO: .MG-ADM23-017

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)	
CITY OF	_) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- I/We understand that, according to your conditions, to guarantee the faithful
 performance by the supplier/distributor/manufacturer/contractor/consultant of its
 obligations under the Contract, I/we shall submit a Performance Securing Declaration
 within a maximum period of ten (10) calendar days from the receipt of the Notice of
 Award prior to the signing of the Contract,
- I/We accept that: I/we will be automatically disqualified from bidding for any
 procurement contract with any procuring entity for a period of one (1) year for the first
 offense, or two (2) years for the second offense, upon receipt of your Blacklisting
 Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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 OR ITS AUTHORIZED REPRESENTATIVE] [insert signatory's legal capacity] Affiant

[Jurat]
[Format shall be based on the latest Rules on Notarial Practice]

SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NO./REF. NO: .MG-ADM23-017

Price Schedule for Goods Offered from Abroad [shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad _____ Project ID No._____ Page ___ of ___ Name of Bidder _____ 9 2 5 6 1 3 Total Price Unit Country Quantity Total Unit Price Item Description Unit price CIF Delivored: price Delivere of origin CIFOCCIP port of entry Duty Unpaid d Duly Paid (specify part) or price per (col 4 x 8) (DDU) (DDP) Item CIPnamed place (col. 4 x (specify border point or place of destination) Name:

Duly authorized to sign the Bid for and behalf of:

SECTION VIII- CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS

PR NO/REF, NO: .MG-ADM23-017

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Nam	c of Bidde	r		<u></u>	Proje	ct ID No.	<u> </u>	Page _	of
1	2	3	4	5	б	7	8	2	10
Item	Description	Country of origin	Quantity	Unit price EXWp or liem	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of incidental Services, if applicable, applicable, applicable,	Trotal Trocc Jere	delivered Destination (col 9) x (col 4)
Ū	ne:	1							

NAME OF PROJECT: INSTALLATION, TESTING AND COMMISSIONING OF 500KW (625KVA) AND BUKW (100KVA) GENERATOR SET

SECTION VIII- CHECKLIST OF TECH, AND FINAN DOCS AND BIDDING FORMS

PR NOJREF, NO: JMG-ADM23-017

Contract Agreement Form for the Procurement of Goods (Revised)
[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the

Notice of Awardi CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii, General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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;

- iii: Performance Security:
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

SECTION VIII- CHECKLIST OF TECH. AND FINAN DOCS AND BIDDING FORMS PRINO. REF. NO: .MG-ADM23-017

 In consideration for the sum of ftotalcontract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.

4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature].

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity

for

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

