



REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF AGRICULTURE**  
**PHILIPPINE COCONUT AUTHORITY**  
**ALBAY RESEARCH CENTER**  
Banao, Guinobatan, Albay 4503  
Mobile No. 0917-558-1447  
[email: arc@pca.gov.ph](mailto:arc@pca.gov.ph)



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## BIDS AND AWARDS COMMITTEE

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# **Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS)**

**PUBLIC BIDDING NO. 2022-01**

*Mano P. B. Que*

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# Section I

## Invitation to Bid

**Philippine Coconut Authority**  
Albay Research Center  
Banao, Guinobatan, Albay 4503

**Public Bidding No. 2022-01**  
Supply, Delivery, Installation, Testing and  
Commissioning of one (1) unit 300 kVA Diesel  
Generator Set with 800A Automatic Transfer Switch  
(ATS)





REPUBLIC OF THE PHILIPPINES  
**DEPARTMENT OF AGRICULTURE**  
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## INVITATION TO BID FOR THE

### **Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS)**

1. The **Philippine Coconut Authority (PCA)–Albay Research Center (ARC)**, through the DOST-PCAARRD Project: Improvement of PCA-Albay Research Center Facilities, intends to apply the sum of **P2,000,000.00** being the ABC to payments under the contract for **PUBLIC BIDDING 2022-01: Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. PCA-Albay Research Center now invites bids for the above Procurement Project. Delivery of the Goods is required by within **ninety (90) calendar days** from receipt of the winning Bidder of the 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*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from **PCA-Albay Research Center** and inspect the Bidding Documents at the address given below during office hours from **8:00AM to 5:00PM, starting March 17, 2022**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **March 17, 2022** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **P5,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

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 nonrefundable fee for the Bidding Documents not later than the submission of their bid.

6. PCA-Albay Research Center will hold a **Pre-Bid Conference** on **March 23, 2022, Wednesday, 10:00AM** at **PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay** which shall be open to prospective bidders.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids.

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or **before April 05, 2022, Tuesday at 10:00 A.M.** Online submission is not allowed. 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 **April 05, 2022, Tuesday at 10:15AM** at **PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay**. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend the activity.

In line with the precautionary health measures being adopted by the agency, only one (1) authorized representative is allowed to attend personally in the bid opening and will be required to follow PCA-ARC Guidelines for Visitors specifically on compliance with social distancing, wearing of face masks, body temperature screening, presentation of Vaccination Card, and filling up of Health Checklist which must be filled-up upon arrival at PCA-ARC Main Gate. Visitors who show signs of COVID19 related symptoms such as cough, flu, fever, high body temperature and sneezing will not be allowed entry to PCA-ARC.

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

**MARIA BUENA A. UBALDO**  
BAC SECRETARIAT  
PCA-Albay Research Center  
Banao, Guinobatan, Albay 4503  
CP No. 0917 558 1447/  
Email: [arc@pca.gov.ph](mailto:arc@pca.gov.ph)

12. You may visit <https://www.philgeps.gov.ph> for downloading of Bidding Documents

**Date of issue: March 17, 2022**

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**CHERRIE O. OLI**  
Administrative Officer V/  
PCA-ARC BAC Chairperson



## **Section II**

# **Instructions to Bidders**

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. Scope of Bid

The Procuring Entity, **PCA-Albay Research Center** wishes to receive Bids for the **Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS)**, with identification number **PUBLIC BIDDING 2022-01**.

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 CY 2021 in the amount of **Two Million Pesos (P2,000,000.00)**.

2.2. The source of funding is:

**DOST-PCAARRD-funded Project: Improvement of PCA-Albay Research Center Facilities**

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership is not allowed to 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 **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

The Procuring Entity has prescribed that **Subcontracting is not allowed**.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **March 23, 2022, 10:00AM at PCA-ARC COCOFED Training Center, Banao, Guinobatan, Albay** 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 **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 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:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination



in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in Section VII (Technical Specifications).

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in **Philippine Pesos**.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>2</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until **August 3, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

### **15. Sealing and Marking of Bids**

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

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

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.



## 17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 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.
- 18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.



**19.4.** The Project shall be awarded as **One Project having several items 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**

20.2 Within a non-extendible period of **five (5) calendar days** from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

## **21. Signing of the Contract**

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

# **Section III**

## **Bid Data Sheet**

### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. any contract similar to Supply, Delivery, Installation, Testing and Commissioning of Diesel Generator Set with Automatic Transfer Switch (ATS) and must be at least equivalent to fifty percent (50%) of the ABC.</li> <li>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	The Procuring Entity has prescribed that <b>subcontracting is not allowed.</b>
12	The price of the Goods shall be quoted Delivered Duty Paid to PCA-ARC, Banao, Guinobatan, Albay, Philippines.
15	Each Bidder shall submit <b>one original copy of the first and second components of its Bid.</b> The Procuring Entity requests for <b>two (2) duplicate copies of the Bid.</b>
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a The amount of not less than <b>forty thousand pesos (P40,000.00)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b The amount of not less than <b>one hundred thousand pesos (P100,000.00)</b>, if bid security is in Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission.</li> </ul>
19.3	<b>ONE LOT: Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS).</b>  ABC: <b>P2,000,000.00</b> Inclusive of all Applicable Taxes and Charges
20.2	Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be <b>true copies of the original.</b> The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01- 2008 dated 7 March 2008.
21.1	No additional Requirement

*Mano P. B. Qui*

## **Section IV**

# **General Conditions of Contract**

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.



## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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

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





## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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



## Section V

# Special Conditions of Contract

### Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

A handwritten signature in blue ink, appearing to read "Manfred B. De Vries", is located at the bottom right of the page.

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” 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 terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i> “The delivery terms applicable to the Contract are DDP delivered to <b>PCA-Albay Research Center, Banao, Guinobatan, Albay</b>. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i> “The delivery terms applicable to this Contract are delivered to <b>PCA-Albay Research Center, Banao, Guinobatan, Albay</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p><b>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</b></p> <p>For purposes of this Clause the Procuring Entity’s Head of Office at the Project Site is:</p> <p><b>CRISTETA A. CUETO</b>  Department Manager II  PCA-Albay Research Center  CP No. 0917 558 1447</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide <b>all of the following services</b>, including additional services, specified in <b>Section VI. Schedule of Requirements</b>:</p> <ol style="list-style-type: none"> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>



- e. 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 under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **1,000 hours of usage**.

**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



	<p>below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
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	<p><b>Intellectual Property Rights –</b></p> <p>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.</p>
2	<p><b>Advance payment is not allowed.</b> Payment in favor of the supplier shall only be made upon full delivery and final acceptance of the items.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>REFER TO ANNEX “A” OF BIDDING DOCUMENTS</p>
5.1	<p><b>1,000 operating hours warranty</b> starts after delivery, inspection, acceptance of the 300 kVA Diesel Generator Set and 800A ATS and provision of the required training of the end-user.</p>



## 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.

Lot Number	Description	Quantity	Delivery
1	<b>Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS)</b>	1 Lot	<u>Period of Delivery:</u> Within <b>ninety (90) calendar days</b> upon Notice to Proceed  <u>Area of Delivery:</u> PCA-ARC POWERHOUSE PCA-Albay Research Center Banao, Guinobatan, Albay

#### OTHER REQUIREMENTS FOR THE GENERATOR SET and ATS:

1. The **300 kVA Diesel Generator Set with 800A Automatic Transfer Switch** must be of best quality, brand new and of latest manufacture (from 2018 to present) to ensure the generator set is new and availability of replacement parts for maintenance purposes.
2. Certification from the Manufacturer and/or its authorized Distributor with valid proof of authorization from the manufacturer, that the brand of the Diesel Generator Set and Automatic Transfer Switch being offered has been in the International and Philippine Market for the last ten (10) years.
3. Certification from the Manufacturer and/or its authorized Distributor stating that the bidder is authorized to supply the requirement. If a bidder is a Reseller, it shall submit the Authority of the Distributor.
4. Certification of Performance Evaluation from previous clients of similar project.
5. Ensure that the generator set and ATS accessories are properly installed and in accordance with the prescribed provisions under the National Building Code (NBC), Philippine Electrical Code (PEC) and other governing codes in carrying-out the project.
6. Train PCA-ARC personnel in the proper operational procedure of the Generator set prior to complete turnover of the Equipment to PCA-ARC;
7. Provide PCA-ARC with User's Manual in English, Test Data/Record; and Inspection, Testing, Service and Maintenance Reports.
8. *Quality Standard (QS):* The unit must at least meet the latest version of two (2) of the following standards: IEC, ISO, IEEE, NEMA, ANSI, NFPA, ANSI/UL and/or NEC

*I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.*

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Signature over Printed Name  
Authorized Representative

\_\_\_\_\_  
Date



# Section VII

## Technical Specifications

### Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.


#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.



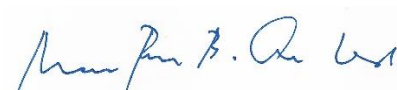


# Technical Specifications

**PUBLIC BIDDING 2022-01:** Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS)

**Name of Bidder:** \_\_\_\_\_

PCA-ARC Required Technical Specification	Statement of Compliance*	Bidder's Specification (Brand/Model)
<p><b>One (1) unit 300 kVA Diesel Generator</b></p> <p>Stand-by-Power: 300KVA / 240-252 kW  Frequency: 60Hz  Speed: 1500-1800RPM  Voltage: 220-240V  Phases: Three Phase  Silent Type, Noise level @7m: not more than 75 dB(A)  Fuel Consumption of 100% load: not more than 55 Li/h  Fuel Consumption of 75% load: not more than 40 Li/h  Dimension: Length: 3.4-3.6 m  Width: 1.1-1.4 m  Height: 1.9-2.1m</p> <p><b><u>Diesel Engine:</u></b>  Engine Type: 4 cycle, in line, 6 cylinder  Cooling System: Forced water cooling system  Supply of engine oil  Supply of coolant  Supply of batteries</p> <p><b><u>Alternator:</u></b>  Rated output prime Power: 240kW  Rated Speed: 1800RPM  Rated Frequency: 60 Hz  Rated Voltage: 220V  Power Factor: 0.8  Exciter type: Single Bearing, Brushless, Self-excited  Rated output prime Power: at least 240kW  Insulation Grade: H  Protection grade: IP23</p> <p><b><u>Control Panel:</u></b>  Electronic digital control module with facility and warning indicators for failure information (Overspeed/underspeed, Emergency stop, Low oil pressure, High coolant temperature, Failure to start, Battery charger failure)</p> <p>Equipped with automatic Shutdown system/  Emergency stop button.</p>		



<p>AC output circuit breaker with over-current protection; DC circuit control switch.</p> <p><b><u>Canopy:</u></b></p> <p>Heavy duty material and sound-proof weather protective enclosure; with good ventilation and anti-vibration system.</p> <p><b><u>AUTOMATIC TRANSFER SWITCH</u></b></p> <p>800A  Insulating Voltage Ui (VAC) : 750  No. of poles: 3  Operating Temperature: -25°C to 70°C  Minimum Switching time: 800ms  With provision of mechanical interlock  AT Controller: Dual-supply module with programmable function, automatic measurement, LCD display and digital communication  Operating voltage (DC): 8V to 35 V  With standard isolated RS485communication interface  NEMA 4X Enclosure constructed of stainless steel with mill finish</p> <p><b><u>Other accessories:</u></b></p> <p>Provision of one (1) switching power supply and one (1) 12V, 9Ah rechargeable lead-acid maintenance-free battery</p>		
--	--	--

*\*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.*

*Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. (PROVIDE GUIDE FOR EVALUATION such as PAGE NUMBER OR MODEL NUMBER WHERE DECLARED SPECIFICATION IS FOUND)*

*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.*

***I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.***

\_\_\_\_\_  
Name of Company/Bidder

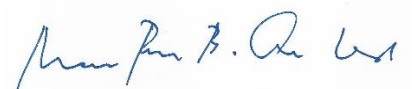
\_\_\_\_\_  
Signature over Printed Name  
Authorized Representative

\_\_\_\_\_  
Date



## ***Section VIII***

# **Checklist of Technical and Financial Documents**

A handwritten signature in blue ink, appearing to read "James B. De Los".

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class “A” Documents*

#### Legal Documents

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

#### Technical Documents

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



Financial Documents

- ☐ (k) The 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; **and**

- ☐ (l) 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***

- ☐ (m) 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.

Other documentary requirements under RA No. 9184 (as applicable)

- ☐ (n) *[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 government procurement activities for the same item or product.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**FINANCIAL COMPONENT ENVELOPE**

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

**Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.**



# Section IX

## Bidding Forms

Statement of the Ongoing Contracts  
Statement Single Largest Completed Contract  
Bid Securing Declaration Form  
Omnibus Sworn Statement  
Financial Bid Form  
Price Schedule

A handwritten signature in blue ink, appearing to read "James P. B. De Los", is written over a light gray rectangular background.

OFFICE OF THE BIDS AND AWARDS COMMITTEE

STATEMENT OF ALL ITS ON-GOING GOVERNMENT & PRIVATE CONTRACTS, INCLUDING CONTRACTS  
AWARDED BUT NOT YET STARTED, IF ANY.

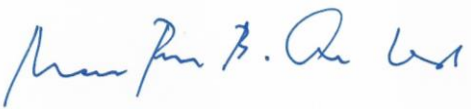
This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following contracts for the last **five (5) years**.

Date of Contract	Contracting Party	Name of Contract	Kinds of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A. Manufacturer B. Supplier C. Distributor

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

**Note:** This statement shall be supported with the following:  
Notices of Award and/or Notices to Proceed issued by the Owners



OFFICE OF THE BIDS AND AWARDS COMMITTEE

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

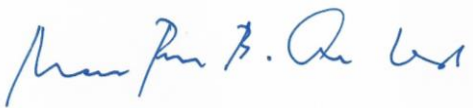
This is to certify that \_\_\_\_\_ (company) \_\_\_\_\_ has the following contracts for the last **five (5) years**.

Date of Contract	Contracting Party	Name of Contract	Kinds of Goods Sold	Amount of Contract	Date of Delivery/End-user's Acceptance	Date of Official Receipt	Bidder is D. Manufacturer E. Supplier F. Distributor

\_\_\_\_\_  
Name and Signature of Authorized Representative

\_\_\_\_\_  
Date

- Note:** This statement shall be supported with the following:
- 1. Notice of Award and/or Notice to Proceed issued by the End-User
  - 2. End-user's acceptance and official receipt(s) or sales invoice issued for completed contract.





## Bid Securing Declaration Form

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

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

### BID SECURING DECLARATION Project Identification No.: PB 2022-01

To: **Cristeta A. Cueto, PhD.**  
**Department Manager II**  
**Philippine Coconut Authority – Albay Research Center**  
**Banao, Guinobatan, Albay, 4503**

Thru: **Cherrie O. Oli**  
**Chairperson, Bids and Awards Committee**  
**Philippine Coconut Authority – Albay Research Center**  
**Banao, Guinobatan, Albay, 4503**

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
  - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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]*

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

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

**NAME OF NOTARY PUBLIC**

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

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

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

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

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

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

Page No. \_\_\_\_

Book No. \_\_\_\_

Series of \_\_\_\_.



## 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];

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the



Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. 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]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
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.**

IN 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

**[Jurat]**

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



## 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 Award]*

### 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.**
3. In consideration for the sum of *[total contract 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:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

A handwritten signature in blue ink, appearing to read "Mano P. B. De la Cruz", is written over a light blue rectangular background.

## Bid Form

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

Invitation to Bid No: \_\_\_\_\_

To: **CHERRIE O. OLI**  
BAC Chairperson  
Philippine Coconut Authority  
Albay Research Center  
Banao, Guinobatan, Albay

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

Lot No.	Item (Description)	Qty. (unit)	Unit Price	Total Price
1	<b>Supply, Delivery, Installation, Testing and Commissioning of one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS).</b>	1		
<b>TOTAL BID PRICE</b>				

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in [BDS](#) provision for **ITB** Clause 18.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.



Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

*Manfred B. De Vries*



### For Goods Offered From Within the Philippines

Name of Bidder: \_\_\_\_\_

Invitation to Bid No.: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component <sup>2</sup>	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

*Mano P. B. De Los*

## **ANNEX “A”**

### **RECOMMENDED TESTING AND COMMISSIONING PARAMETERS for one (1) unit 300 kVA Diesel Generator Set with 800A Automatic Transfer Switch (ATS)**

- Factory Acceptance Tests shall be witnessed by PCA-ARC Representatives.
- Testing procedure checklist shall be prepared and submitted to PCA-ARC for approval prior to testing and commissioning of the newly installed generator set and ATS.
- All performance tests shall be performed in the presence of the authorized representatives of PCA-ARC.
- The test report for the said performance test shall be signed by the representatives and Agency Head of PCA-ARC.

#### **I. Generator Set**

1. A test to show that the engine is capable of delivering the necessary power to the generator at rated power factor (0.8).
2. A test to determine the generating units speed (frequency) and voltage regulation under a gradual change from zero (0%) to full (100%) load at twenty five percent (25%) increments.
3. A test to determine the Insulation Resistance of field installed cables.
4. A test to determine the Phase Relationship of the generating equipment to the existing electrical system.
5. A test to determine the functionality of the control panel.
6. A test to ensure proper functioning of the over speed cut off.
7. A test to demonstrate complete automatic start, load, unload, bypass and stop sequence in a simulated power failure.
8. A test to ensure proper functioning of each individual alarm and engine shutdown devices.
9. A test to show that the software for the remote control and monitoring of the generator set is properly functioning.
10. A load test shall be performed for a period of not less than eight (8) hours using the buildings emergency loads. Fuel consumption for the duration of the load test shall be shouldered by the Contractor.

#### **II. Automatic Transfer Switch (ATS)**

1. Insulation Resistance Test to ensure integrity and continuity of the entire system.
2. Mechanical test to verify that the ATS sections are free of mechanical hindrances.
3. Visual inspection to verify that the ATS is as specified.
4. Electrical test to verify complete electrical system operation and to set-up time delays and voltage sensing settings.
5. A test to determine the Insulation Resistance of field installed cables both Phase to Phase and Phase to ground.
6. A test to show the transfer of power from normal to emergency during power failure. The test shall be conducted for a minimum of five (5) successful attempts by opening the upstream protective device to simulate power failure.



7. A test to show the transfer of power from emergency to normal upon return of normal power. The test shall be performed for a minimum of five (5) successful attempts by closing the upstream protective device of the normal source to simulate return of normal power.
8. A test to ensure proper functioning of each individual alarm. During such test, the settings for each alarm and shutdown/shutoff parameters (over/under voltage and frequency and overload).

*I hereby commit to comply and deliver all the above requirements in accordance with the above-mentioned statements.*

\_\_\_\_\_  
**Name of Company/Bidder**

\_\_\_\_\_  
**Signature over Printed Name  
Authorized Representative**

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

