

PORO POINT MANAGEMENT CORPORATION

A Member of the Bases Conversion and Development Authority Group

BIDDING DOCUMENTS

CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATOR SETS

October 2023

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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 – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

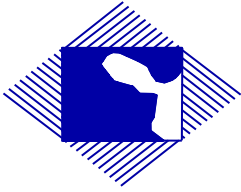
SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



PORO POINT MANAGEMENT CORPORATION

A Member of the Bases Conversion and Development Authority Group

INVITATION TO BID FOR THE PUBLIC BIDDING OF THE CONTRACT FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATOR SETS

1. The Poro Point Management Corporation, through the approved PPMC Corporate Budget for CY 2023 intends to apply the sum of Two Million Three Hundred Sixty Three Thousand Pesos (Php 2,363,000.00) being the Approved Budget for the Contract (ABC) to payments under the Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets/ PPMC2023-033. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Poro Point Management Corporation now invites bids for the above Procurement Project. Delivery of the Goods is required within Forty-Five (45) calendar days from 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*” 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 Poro Point Management Corporation and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested Bidders on October 10, 2023 or until before the deadline for submission of Bids on November 6, 2023 from the given address and website below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00).

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

Payment of the bidding documents may also be done through bank payment; details are

as follows:

Name of Bank: Landbank of the Philippines, San Fernando, La Union Branch Account
Name: Poro Point Management Corporation
Current Account Number: 0202021824

Upon payment, bidders are required to submit their proof of payment and email it to ppmcbacsecretariat@gmail.com in order for PPMC to issue an Official Receipt which will also be emailed to the bidder's email address together with the Complete Set of the Bidding Documents and Issuance of Bidding Documents Form. Upon receipt of the e-mail from the BAC Secretariat, bidders are required to e-mail back the Issuance of Bidding Documents Form.

6. The Poro Point Management Corporation will hold a Pre-Bid Conference on October 18, 2023 at 9:00 A.M. which shall be open to prospective bidders.

The Pre-bid Conference will also be conducted through video conferencing using Zoom platform with the following details:

- Meeting ID: 848 1267 1762
- Passcode: ppmc

Representative of the bidders and observers shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the start of the pre-bid conference to ensure connection to the Zoom Meeting Room.

To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz].

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below or online/ electronic submission at ppmcbacsecretariat@gmail.com on or before November 6, 2023 at 10:00 a.m. Philippine Standard Time. Late bids shall not be accepted.

Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.

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 immediately follow after the deadline for submission of bids at the given address below and through video conferencing using Zoom platform with the following details:
 - Meeting ID: 834 0498 6661
 - Passcode: ppmc

10. Representative of the bidders and observers shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the start of the pre-bid conference to ensure connection to the Zoom Meeting Room.

To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz]. Failure to join on the set date and time shall be marked as late and shall constitute as waiver to be present for the activities that have lapsed until he/she joined the meeting. The bidder cannot question activities that were conducted in his/her absence.

11. The Poro Point Management Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

MS. CHARLOTTE C. BANDOLIN

Head, BAC Secretariat

Poro Point Management Corporation Gov. Joaquin L. Ortega Avenue

Poro Point Freeport Zone

Poro, City of San Fernando 2500, La Union

Telephone Number: 0945 8222 033

Email Address: **ppmcbacsecretariat@gmail.com**

Website: **www.poropointfreeport.gov.ph**

13. You may visit the following website:

For downloading of Bidding Documents: www.poropointfreeport.gov.ph

Date of Issue: October 10, 2023

(Sgd.) MS. MARIA VICTORIA REDEMPTA DE GUZMAN-SORIANO

Chairperson

Bids and Awards Committee for the Procurement of Goods

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, Poro Point Management Corporation wishes to receive Bids for the Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets, with identification number PPMC2023-033.

The Procurement 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 2023 in the amount of Two Million Three Hundred Sixty Three Thousand Pesos (Php 2,363,000.00).

2.2. The source of funding is the Approved 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.

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 equivalent to:
 - i. 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. 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 through face to face and 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 **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 the **BDS**.
 - 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 the **BDS**.

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 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 March 4, 2024. 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 original and two copies 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.

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:

Option 1 – 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 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

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting shall not be allowed.
8	<p>The Poro Point Management Corporation will hold a Pre-Bid Conference on October 18, 2023 at 9:00 A.M. which shall be open to prospective bidders.</p> <p>The Pre-bid Conference will also be conducted through video conferencing using Zoom platform with the following details:</p> <ul style="list-style-type: none"> • Meeting ID: 848 1267 1762 • Passcode: ppmc <p>Representative of the bidders and observers shall be prepared to login and are advised to be on standby at least twenty (20) minutes before the start of the pre-bid conference to ensure connection to the Zoom Meeting Room.</p> <p>To facilitate monitoring of participants entering the Zoom Meeting Room, participants must enter their Company/Agency Name and their Complete Name. Example: [Poro Point Management Corporation- Juan Dela Cruz].</p>
12	The price of the Goods shall be quoted DDP <i>at PPMC Administration Building, Gov. Joquin L. Ortega Aveneue, Poro Point Freeport Zone, City of San Fernando, La Union and PPMC Old Administration Building (Security Office), Gov. Joquin L. Ortega Aveneue, Poro Point Freeport Zone, City of San Fernando, La Union</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Php 47,260.00 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 Php 118,150.00 if bid security is in Surety Bond.

16	<p>For Electronic submission of bids, submission may be done through electronic mail and bids must be duly received by the BAC Secretariat through the email address, ppmcbacsecretariat@gmail.com on or before November 6, 2023 at 10:00 a.m., provided that the following will be observed:</p> <p>Use of a two-factor security procedure consisting of an archive format compression and password protection to ensure the security, integrity and confidentiality of the submitted proposal;</p> <p>Bidders may use the following for archiving and password protection of the proposals. (Example: WinRAR, WinZip)</p> <p>For the security of bids submitted, the Bidders may use the following to encrypt their files. (Example: MS Word, Adobe Acrobat)</p> <p>Allow access to a password-protected Technical Component of the Bid and password-protected Financial Component of the Bid on opening date and time.</p> <p>The passwords for accessing the file for the Technical Component of the Bid and the Financial Component of the Bid will be disclosed by the Bidders only during the actual opening of bids which will be on November 6, 2023, at the time of the opening of the submitted bid.</p> <p>A PDF file containing the instructions on encrypting an Archive with WinRAR and encrypting a PDF with Acrobat DC is attached to this Bidding Documents.</p>
17	<p>Each Bidder shall submit one (1) original and two (2) copies of the first and second components of its bid.</p>
19	<p>The ABC is Two Million Three Hundred Sixty Three Thousand Pesos (Php 2,363,000.00).</p> <p>The bid price to be submitted shall be rounded off to two decimal places. (Verification/evaluation of bids will be through manual computation)</p>
20	<p>Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).</p> <p>Class “A” eligibility documents supporting the PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR of RA 9184 and Statement under oath that the firm/company is free from any tax liabilities shall also be submitted during post-qualification.</p>
21.2	<p>Submission of the following additional contract documents:</p> <ul style="list-style-type: none"> • Affidavit of No Sub-Contracting • Statement Under Oath that the bidder is free from any tax liabilities

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Test

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. 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents – 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>For Goods supplied from abroad, the delivery terms applicable to the Contract are DDP delivered at Poro Point Management Corporation, Gov. Joaquin L. Ortega Avenue, Poro Point Freeport Zone, City of San Fernando, La Union. In accordance with INCOTERMS.”</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered to Poro Point Management Corporation, Gov. Joaquin L. Ortega Avenue, Poro Point Freeport Zone, City of San Fernando, La Union. 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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Engr. Cerila A. Corpuz, Vice President for Infrastructure Management (Head of the End-User Unit).</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> 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
	<ol style="list-style-type: none"> 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.

- f. Supplier will provide Supervision, Testing and Commissioning of generator set unit on site including whole electrical system, Operation and Maintenance Training to PPMC personnel and end user.

Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).

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:

Select appropriate requirements and delete the rest.

1. 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
2. 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 costs thereof are included in the contract price.

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

After the warranty period, spare parts or components shall be supplied as promptly as possible, but in any case, within one month upon placing the order.

Spare parts shall be available in the Philippine market.

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</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>Transportation –</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> <p>Intellectual Property Rights –</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>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> • Checking of compliance with Technical Specifications • Supplier will provide Supervision, Testing and Commissioning of generator set unit on site including whole electrical system, Operation and Maintenance Training to PPMC personnel and end user. <p>Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).</p>

Section VI. Schedule of Requirements

SCHEDULE OF REQUIREMENTS

SPECIFICATIONS FOR THE SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF GENERATOR SETS

A. SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) UNIT BRAND NEW STANDBY GENERATOR SET, 150 kVA, 220 VAC, 3 PHASE, 60 HZ SILENT TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS:

SPECIFICATIONS	
GENERAL FEATURES	Diesel Engine
	24 V DC start motor and storage battery
	Brushless, IP23, insulation class H alternator
	40°C radiator as standard, 50°C is optional
	Key start panel control system as standard, digital auto start panel is optional
VOLTAGE REGULATION	
• Power factor	Between 0.80 – 1.0 lag
• Voltage Regulation	From No load to full load, any steady load
• Speed drop	Variation under 4.5%
ENGINE SPECIFICATION	
• Number of Cylinders	6
• Cycle	4 cycles
• Induction	Turbocharged air to air charged cooled
• Displacement (liter)	5.9
• Rated RPM	1800
• Start Motor Voltage	24 VDC
ALTERNATOR SPECIFICATION	
• Exciter Type	Brushless
• Power Factor	0.80
• Voltage Adjust Range	≥5% Voltage Regulation NL-FL: ≤±0.5%
• Insulation Grade	H
• Protection Grade	IP23
• Prime Power	137.5KW
• Standby Power	150 kVA
• Phase	3
• Voltage	220 V
• Frequency	60Hz
OTHER ACCESSORIES	Generator set is equipped with Muffler, Molded Case Circuit Breaker, Battery Charger and Batteries, Generator Set Controller, Meterings and Protection System.
CABLES AND RACEWAYS INCLUDING EARTHING FOR GENERATOR SET	Aerial installation of power cable (provide size and type of wire of power cable applicable to 150kVA) and raceway (with hangar brackets and support), approximately 30 meters length, from

	<p>generator set to Manual Transfer Switch to panel board termination.</p> <p>Provide grounding.</p> <p>See Power Cable Line Diagram for the Administration Building for details.</p>
TRANSFER SWITCH	<p>Supply and installation of Manual Transfer Switch, including termination to the panel board.</p> <p>Rated Current: 500 AT, 230 V, 3 Phase, 3 Pole Rated Voltage: 220-690 VAC ACB Type Enclosure P/N: CA-4 PACB</p> <p>See Power Cable Line Diagram for the Administration Building for the location of Manual Transfer Switch.</p>
SERVICES	<p>Supplier will provide Supervision, Testing and Commissioning of generator set unit on site including whole electrical system, Operation and Maintenance Training to PPMC personnel and end user.</p> <p>Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).</p>
WARRANTY	<p>One (1) Year commencing from Testing and Commissioning or 1,000 running hours whichever comes first against inherent factory defects and faulty workmanship under normal operating conditions.</p>
DELIVERY	<p>Generator set including all items and its accessories and concrete pad and housing must be delivered within Forty-Five (45) Calendar Days from Receipt of the Notice to Proceed.</p>
SPECIAL PROVISION	<p>Bidder must have been engaged in the sale and service maintenance of generator set in good standing in the Philippines for at least five (5) years from the date of the invitation to bid. The generator set brand must have good quality track record and must have been commercially sold and distributed in the Philippines for at least five (5) years from the date of the Invitation to Bid.</p>
OTHERS	<p>After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by all the winning bidder/supplier within 72 hours after receipt of a verbal and/or written notice from the procuring entity.</p>

	<p>After the warranty period, spare parts or components shall be supplied as promptly as possible, but in any case, within one month upon placing the order.</p> <p>Spare parts shall be available in the Philippine market.</p>
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THE SUPPLIER MAY OFFER MORE SUPERIOR SPECIFICATIONS AT NO ADDITIONAL COST TO PPMC.

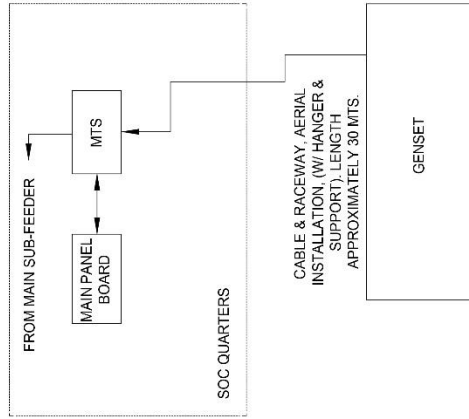
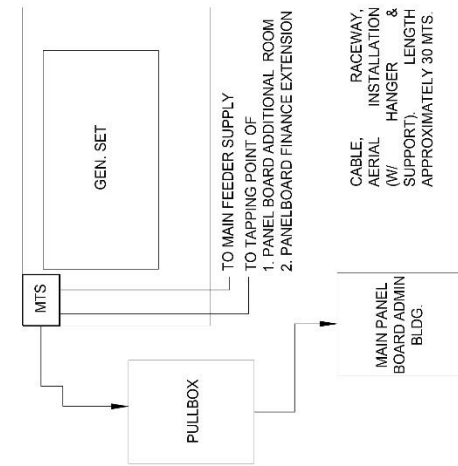
B. SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) UNIT BRAND NEW STANDBY GENERATOR SET, 25 kVA, 220 VAC, 1 PHASE, 60 HZ SILENT TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS:

SPECIFICATIONS	
GENERAL FEATURES	Diesel Engine
	12 V DC start motor and storage battery
	Brushless, IP23, insulation class H alternator
	40°C radiator as standard, 50°C is optional
	Key start panel control system as standard, digital auto start panel is optional
VOLTAGE REGULATION	
• Power factor	Between 0.80 – 1.0 lag
• Voltage Regulation	From No load to full load, any steady load
• Speed drop	Variation under 4.5%
ENGINE SPECIFICATION	
• Number of Cylinders	4
• Cycle	4 cycles
• Induction	Turbocharged air to air charged cooled
• Displacement (liter)	2.14
• Rated RPM	1500
• Start Motor Voltage	12 VDC
ALTERNATOR SPECIFICATION	
• Exciter Type	Brushless
• Power Factor	0.80
• Voltage Adjust Range	≥5% Voltage Regulation NL-FL: ≤±0.5%
• Insulation Grade	H
• Protection Grade	IP23
• Prime Power	20 KW
• Standby Power	25 kVA
• Phase	1
• Voltage	220 V
• Frequency	60 Hz
OTHER ACCESSORIES	Generator set is equipped with Muffler, Molded Case Circuit Breaker, Battery Charger and Batteries, Generator Set Controller,

	Meterings and Protection System.
CABLES AND RACEWAYS INCLUDING EARTHING FOR GENERATOR SET	<p>Aerial installation of power cable (provide size and type of wire of power cable applicable to 25kVA) and raceway (with hangar brackets and support), approximately 30 meters length, from generator set to Manual Transfer Switch to panel board termination.</p> <p>Provide grounding.</p> <p>See Power Cable Line Diagram for the Security Operations Center Office for details.</p>
TRANSFER SWITCH	<p>Supply and installation of Manual Transfer Switch, including termination to the panel board.</p> <p>Rated Current: 150 AT, 230 V, 1 Phase, 2 Pole Rated Voltage: 220-690 VAC ACB Type Enclosure P/N: CA-4 PACB</p> <p>See Power Cable Line Diagram for the Security Operations Center Office for the location of Manual Transfer Switch.</p>
SERVICES	<p>Supplier will provide Supervision, Testing and Commissioning of generator set unit on site including whole electrical system, Operation and Maintenance Training to PPMC personnel and end user.</p> <p>Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).</p>
WARRANTY	One (1) Year commencing from Testing and Commissioning or 1,000 running hours whichever comes first against inherent factory defects and faulty workmanship under normal operating conditions.
DELIVERY	Generator set including all items and its accessories and concrete pad and housing must be delivered within Forty-Five (45) Calendar Days from Receipt of the Notice to Proceed.
SPECIAL PROVISION	Bidder must have been engaged in the sale and service maintenance of generator set in good standing in the Philippines for at least five (5) years from the date of the invitation to bid. The generator set brand must have good quality track record and must have been commercially sold and distributed in the Philippines for at least five (5) years from the date of the Invitation to Bid.
OTHERS	After Sales Service and Support during the warranty period, all

	<p>reported defects shall be completely/satisfactorily repaired/replaced by all the winning bidder/supplier within 72 hours after receipt of a verbal and/or written notice from the procuring entity.</p> <p>After the warranty period, spare parts or components shall be supplied as promptly as possible, but in any case, within one month upon placing the order.</p> <p>Spare parts shall be available in the Philippine market.</p>
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THE SUPPLIER MAY OFFER MORE SUPERIOR SPECIFICATIONS AT NO ADDITIONAL COST TO PPMC.



E 11 SCALE
POWER CABLE LINE DIAGRAM (ADMIN OFFICE)
 NTS

E 12 SCALE
POWER CABLE LINE DIAGRAM (SOC OFFICE)
 NTS



PORO POINT MANAGEMENT CORPORATION
 a subsidiary of the BODA Group
ATYER & PORDO
 PRESIDENT & CEO

PROJECT: 3000 POINT ZONE, CITY OF SAN FERNANDO, I

POWER CABLE LINE DIAGRAM
 GENERATOR SET OF ADMIN OFFICE & SOC OFFICE

SCALE: 1/8"

ENGR. EPFANIO O. BALANGUE
 LICENSED ELECTRICAL ENGINEER

SCALE: 1/8"

ARCH. MARC LAWRENCE P. AQUINO
 (P.E. - REGISTERED ARCHITECT)

SCALE: 1/8"

ENGR. CERIKA A. CORPUZ
 (P.E. - REGISTERED ELECTRICAL ENGINEER)

SCALE: 1/8"

AS SHOWN

E1

Section VII. Technical Specifications

TECHNICAL SPECIFICATIONS

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
		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. 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 Bidders 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 provisions of ITB Clause 4.
A. SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) UNIT BRAND NEW STANDBY GENERATOR SET, 150 kVA, 220 VAC, 3 PHASE, 60 HZ SILENT TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS:		
SPECIFICATIONS		
GENERAL FEATURES	Diesel Engine	
	24 V DC start motor and storage battery	
	Brushless, IP23, insulation class H alternator	
	40°C radiator as standard, 50°C is optional	
	Key start panel control system as standard, digital auto start panel is optional	
VOLTAGE REGULATION		
• Power factor	Between 0.80 – 1.0 lag	
• Voltage Regulation	From No load to full load, any steady load	
• Speed drop	Variation under 4.5%	
ENGINE SPECIFICATION		
• Number of Cylinders	6	
• Cycle	4 cycles	
• Induction	Turbocharged air to air charged cooled	
• Displacement (liter)	5.9	
• Rated RPM	1800	
• Start Motor Voltage	24 VDC	
ALTERNATOR		

SPECIFICATION		
• Exciter Type	Brushless	
• Power Factor	0.80	
• Voltage Adjust Range	≥5% Voltage Regulation NL-FL: ≤±0.5%	
• Insulation Grade	H	
• Protection Grade	IP23	
• Prime Power	137.5KW	
• Standby Power	150 kVA	
• Phase	3	
• Voltage	220 V	
• Frequency	60Hz	
OTHER ACCESSORIES	Generator set is equipped with Muffler, Molded Case Circuit Breaker, Battery Charger and Batteries, Generator Set Controller, Meterings and Protection System.	
CABLES AND RACEWAYS INCLUDING EARTHING FOR GENERATOR SET	Aerial installation of power cable (provide size and type of wire of power cable applicable to 150kVA) and raceway (with hangar brackets and support), approximately 30 meters length, from generator set to Manual Transfer Switch to panel board termination. Provide grounding. See Power Cable Line Diagram for the Administration Building for details.	
TRANSFER SWITCH	Supply and installation of Manual Transfer Switch, including termination to the panel board. Rated Current: 500 AT, 230 V, 3 Phase, 3 Pole Rated Voltage: 220-690 VAC ACB Type Enclosure P/N: CA-4 PACB See Power Cable Line Diagram for the Administration Building for the location of Manual Transfer Switch.	
SERVICES	Supplier will provide Supervision, Testing and Commissioning of generator set unit on site including	

	<p>whole electrical system, Operation and Maintenance Training to PPMC personnel and end user.</p> <p>Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).</p>	
WARRANTY	One (1) Year commencing from Testing and Commissioning or 1,000 running hours whichever comes first against inherent factory defects and faulty workmanship under normal operating conditions.	
DELIVERY	Generator set including all items and its accessories and concrete pad and housing must be delivered within Forty-Five (45) Calendar Days from Receipt of the Notice to Proceed.	
SPECIAL PROVISION	Bidder must have been engaged in the sale and service maintenance of generator set in good standing in the Philippines for at least five (5) years from the date of the invitation to bid. The generator set brand must have good quality track record and must have been commercially sold and distributed in the Philippines for at least five (5) years from the date of the Invitation to Bid.	
OTHERS	<p>After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by all the winning bidder/supplier within 72 hours after receipt of a verbal and/or written notice from the procuring entity.</p> <p>After the warranty period, spare parts or components shall be supplied as promptly as possible, but in any case, within one month upon placing the order.</p>	

	Spare parts shall be available in the Philippine market.	
B. SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) UNIT BRAND NEW STANDBY GENERATOR SET, 25 kVA, 220 VAC, 1 PHASE, 60 HZ SILENT TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS:		
SPECIFICATIONS		
GENERAL FEATURES	Diesel Engine	
	12 V DC start motor and storage battery	
	Brushless, IP23, insulation class H alternator	
	40°C radiator as standard, 50°C is optional	
	Key start panel control system as standard, digital auto start panel is optional	
VOLTAGE REGULATION		
• Power factor	Between 0.80 – 1.0 lag	
• Voltage Regulation	From No load to full load, any steady load	
• Speed drop	Variation under 4.5%	
ENGINE SPECIFICATION		
• Number of Cylinders	4	
• Cycle	4 cycles	
• Induction	Turbocharged air to air charged cooled	
• Displacement (liter)	2.14	
• Rated RPM	1500	
• Start Motor Voltage	12 VDC	
ALTERNATOR SPECIFICATION		
• Exciter Type	Brushless	
• Power Factor	0.80	
• Voltage Adjust Range	$\geq 5\%$ Voltage Regulation NL-FL: $\leq \pm 0.5\%$	
• Insulation Grade	H	
• Protection Grade	IP23	
• Prime Power	20 KW	
• Standby Power	25 kVA	
• Phase	1	
• Voltage	220 V	
• Frequency	60 Hz	
OTHER ACCESSORIES	Generator set is equipped with Muffler, Molded Case Circuit Breaker, Battery Charger and Batteries, Generator Set Controller, Meterings and Protection System.	

<p>CABLES AND RACEWAYS INCLUDING EARTHING FOR GENERATOR SET</p>	<p>Aerial installation of power cable (provide size and type of wire of power cable applicable to 25kVA) and raceway (with hangar brackets and support), approximately 30 meters length, from generator set to Manual Transfer Switch to panel board termination.</p> <p>Provide grounding.</p> <p>See Power Cable Line Diagram for the Security Operations Center Office for details.</p>	
<p>TRANSFER SWITCH</p>	<p>Supply and installation of Manual Transfer Switch, including termination to the panel board.</p> <p>Rated Current: 150 AT, 230 V, 1 Phase, 2 Pole Rated Voltage: 220-690 VAC ACB Type Enclosure P/N: CA-4 PACB</p> <p>See Power Cable Line Diagram for the Security Operations Center Office for the location of Manual Transfer Switch.</p>	
<p>SERVICES</p>	<p>Supplier will provide Supervision, Testing and Commissioning of generator set unit on site including whole electrical system, Operation and Maintenance Training to PPMC personnel and end user.</p> <p>Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).</p>	
<p>WARRANTY</p>	<p>One (1) Year commencing from Testing and Commissioning or 1,000 running hours whichever comes first against inherent factory defects and faulty workmanship under normal operating conditions.</p>	
<p>DELIVERY</p>	<p>Generator set including all items</p>	

	and its accessories and concrete pad and housing must be delivered within Forty-Five (45) Calendar Days from Receipt of the Notice to Proceed.	
SPECIAL PROVISION	Bidder must have been engaged in the sale and service maintenance of generator set in good standing in the Philippines for at least five (5) years from the date of the invitation to bid. The generator set brand must have good quality track record and must have been commercially sold and distributed in the Philippines for at least five (5) years from the date of the Invitation to Bid.	
OTHERS	<p>After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by all the winning bidder/supplier within 72 hours after receipt of a verbal and/or written notice from the procuring entity.</p> <p>After the warranty period, spare parts or components shall be supplied as promptly as possible, but in any case, within one month upon placing the order.</p> <p>Spare parts shall be available in the Philippine market.</p>	

THE SUPPLIER MAY OFFER MORE SUPERIOR SPECIFICATIONS AT NO ADDITIONAL COST TO PPMC.

Section VIII. Checklist of Technical and Financial Documents

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

I. LETTER OF INTENT TO PARTICIPATE		Use Form 1 on Page 47
II. TECHNICAL COMPONENT ENVELOPE		
CLASS “A” DOCUMENTS		
LEGAL DOCUMENTS		
	a. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR	
TECHNICAL DOCUMENTS		
	b. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and	Use Form 2 on Page 48-49
	c. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and	Use Form 3 on Page 50-51
	d. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission or Original copy of Notarized Bid Securing Declaration; and	Use the Applicable Form 4 on Page 52-55
	e. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and	Use Form 5 on Page 56-62
	f. Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.	Use the Applicable Form 6 on Page 63-68
FINANCIAL DOCUMENT		
	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.	Use Form 7 on Page 69
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.	Do not submit if Not Applicable
III. FINANCIAL COMPONENT ENVELOPE		
	i. Original of duly signed and accomplished Financial Bid Form; and	Use Form 8 on Page 70-71
	j. Original of duly signed and accomplished Price Schedules.	Use Applicable Form For goods offered from abroad, use Form 9 on Page 72 For goods offered within the Philippines, use Form 10 on

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

	k. <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.	
	l. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.	

Section IX. Bidding Forms

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LETTER OF INTENT TO PARTICIPATE

[Date]

ATTY. FELIX S. RACADIO

President and CEO
Poro Point Management Corporation
Gov. Joaquin L. Ortega Avenue
Poro, City of San Fernando, La Union

Attention: **MS. MARIA VICTORIA REDEMPTA DE GUZMAN- SORIANO**
Chairperson
Bids and Awards Committee for the Procurement of Goods

Dear Atty. Racadio:

In response to the Invitation to Bid in Public Bidding of the Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets of Poro Point Management Corporation which was posted for seven calendar days starting on October 10, 2023 at PhilGEPS, PPMC Website and PPMC Bulletin Boards, we would like to express our intention to participate in the public bidding by submitting our Technical Component Envelope and Financial Component Envelope.

This Letter of Intent is submitted in compliance with Section 36 of Republic Act No. 9184 and serves as our application for eligibility checking.

Thank you very much.

Very truly yours,

[Signature and Name of Representative of the Bidder]
[Position Title]
[Name of Bidder]

**STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONTRACTS INCLUDING
CONTRACTS AWARDED BUT NOT YET STARTED**

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>GOVERNMENT</u>								
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			

<u>Private</u>								
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			
	a. _____ b. _____ c. _____				a. _____ b. _____ c. _____			

Submitted by : _____
 Printed Name and Signature of Bidder's Representative/Authorized Signatory

Designation : _____

Date : _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT WHICH IS SIMILAR IN NATURE TO THE CONTRACT TO BE BID

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
	a. _____ _____				a. _____ b. _____ c. _____	a. _____ b. _____ c. _____
	b. _____ _____					
	c. _____ _____					

Note: The statement shall be supported by a Certificate of Acceptance or Inspection and Acceptance Report issued by the Principal. In case of contracts with the private sector, an equivalent document shall be submitted.

Submitted by : _____
Printed Name and Signature of Bidder's Representative/Authorized Signatory

Designation : _____

Date : _____

BID SECURING DECLARATION FORM

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

BID SECURING DECLARATION
Project Identification No.: PPMC2023-033

To: **PORO POINT MANAGEMENT CORPORATION**

I, the undersigned, declare that:

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2023 at _____.

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

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023 at _____, 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 _____, 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 _____ 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ - _____

IBP No. _____ - _____

Doc No. _____
Page No. _____
Book No. _____
Series of 2023

BID SECURING DECLARATION FORM

BID SECURING DECLARATION
Project Identification No.: PPMC2023-033

To: **PORO POINT MANAGEMENT CORPORATION**

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

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____ 2023 at _____.

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

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2023 at _____, 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 _____, 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 _____ 2023.

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CONFORMITY WITH THE TECHNICAL SPECIFICATIONS

ITEM	SPECIFICATIONS	STATEMENT OF COMPLIANCE
		<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. 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 Bidders 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 provisions of ITB Clause 4.</p>
<p>A. SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) UNIT BRAND NEW STANDBY GENERATOR SET, 150 kVA, 220 VAC, 3 PHASE, 60 HZ SILENT TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS:</p>		
<p>SPECIFICATIONS</p>		
<p>GENERAL FEATURES</p>	<p>Diesel Engine</p>	
	<p>24 V DC start motor and storage battery</p>	
	<p>Brushless, IP23, insulation class H alternator</p>	
	<p>40°C radiator as standard, 50°C is optional</p>	
	<p>Key start panel control system as standard, digital auto start panel is optional</p>	
<p>VOLTAGE REGULATION</p>		
<ul style="list-style-type: none"> • Power factor 	<p>Between 0.80 – 1.0 lag</p>	
<ul style="list-style-type: none"> • Voltage Regulation 	<p>From No load to full load, any steady load</p>	
<ul style="list-style-type: none"> • Speed drop 	<p>Variation under 4.5%</p>	
<p>ENGINE SPECIFICATION</p>		
<ul style="list-style-type: none"> • Number of Cylinders 	<p>6</p>	
<ul style="list-style-type: none"> • Cycle 	<p>4 cycles</p>	
<ul style="list-style-type: none"> • Induction 	<p>Turbocharged air to air charged cooled</p>	
<ul style="list-style-type: none"> • Displacement (liter) 	<p>5.9</p>	
<ul style="list-style-type: none"> • Rated RPM 	<p>1800</p>	
<ul style="list-style-type: none"> • Start Motor Voltage 	<p>24 VDC</p>	

ALTERNATOR SPECIFICATION		
• Exciter Type	Brushless	
• Power Factor	0.80	
• Voltage Adjust Range	$\geq 5\%$ Voltage Regulation NL-FL: $\leq \pm 0.5\%$	
• Insulation Grade	H	
• Protection Grade	IP23	
• Prime Power	137.5KW	
• Standby Power	150 kVA	
• Phase	3	
• Voltage	220 V	
• Frequency	60Hz	
OTHER ACCESSORIES	Generator set is equipped with Muffler, Molded Case Circuit Breaker, Battery Charger and Batteries, Generator Set Controller, Meterings and Protection System.	
CABLES AND RACEWAYS INCLUDING EARTHING FOR GENERATOR SET	Aerial installation of power cable (provide size and type of wire of power cable applicable to 150kVA) and raceway (with hangar brackets and support), approximately 30 meters length, from generator set to Manual Transfer Switch to panel board termination. Provide grounding. See Power Cable Line Diagram for the Administration Building for details.	
TRANSFER SWITCH	Supply and installation of Manual Transfer Switch, including termination to the panel board. Rated Current: 500 AT, 230 V, 3 Phase, 3 Pole Rated Voltage: 220-690 VAC ACB Type Enclosure P/N: CA-4 PACB See Power Cable Line Diagram for the Administration Building for the location of Manual Transfer Switch.	
SERVICES	Supplier will provide Supervision,	

	<p>Testing and Commissioning of generator set unit on site including whole electrical system, Operation and Maintenance Training to PPMC personnel and end user.</p> <p>Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).</p>	
WARRANTY	<p>One (1) Year commencing from Testing and Commissioning or 1,000 running hours whichever comes first against inherent factory defects and faulty workmanship under normal operating conditions.</p>	
DELIVERY	<p>Generator set including all items and its accessories and concrete pad and housing must be delivered within Forty-Five (45) Calendar Days from Receipt of the Notice to Proceed.</p>	
SPECIAL PROVISION	<p>Bidder must have been engaged in the sale and service maintenance of generator set in good standing in the Philippines for at least five (5) years from the date of the invitation to bid. The generator set brand must have good quality track record and must have been commercially sold and distributed in the Philippines for at least five (5) years from the date of the Invitation to Bid.</p>	
OTHERS	<p>After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by all the winning bidder/supplier within 72 hours after receipt of a verbal and/or written notice from the procuring entity.</p> <p>After the warranty period, spare parts or components shall be supplied as promptly as possible,</p>	

	but in any case, within one month upon placing the order.	
	Spare parts shall be available in the Philippine market.	
B. SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) UNIT BRAND NEW STANDBY GENERATOR SET, 25 kVA, 220 VAC, 1 PHASE, 60 HZ SILENT TYPE WITH THE FOLLOWING MINIMUM SPECIFICATIONS:		
SPECIFICATIONS		
GENERAL FEATURES	Diesel Engine	
	12 V DC start motor and storage battery	
	Brushless, IP23, insulation class H alternator	
	40°C radiator as standard, 50°C is optional	
	Key start panel control system as standard, digital auto start panel is optional	
VOLTAGE REGULATION		
• Power factor	Between 0.80 – 1.0 lag	
• Voltage Regulation	From No load to full load, any steady load	
• Speed drop	Variation under 4.5%	
ENGINE SPECIFICATION		
• Number of Cylinders	4	
• Cycle	4 cycles	
• Induction	Turbocharged air to air charged cooled	
• Displacement (liter)	2.14	
• Rated RPM	1500	
• Start Motor Voltage	12 VDC	
ALTERNATOR SPECIFICATION		
• Exciter Type	Brushless	
• Power Factor	0.80	
• Voltage Adjust Range	$\geq 5\%$ Voltage Regulation NL-FL: $\leq \pm 0.5\%$	
• Insulation Grade	H	
• Protection Grade	IP23	
• Prime Power	20 KW	
• Standby Power	25 kVA	
• Phase	1	
• Voltage	220 V	
• Frequency	60 Hz	
OTHER ACCESSORIES	Generator set is equipped with Muffler, Molded Case Circuit	

	Breaker, Battery Charger and Batteries, Generator Set Controller, Meterings and Protection System.	
CABLES AND RACEWAYS INCLUDING EARTHING FOR GENERATOR SET	<p>Aerial installation of power cable (provide size and type of wire of power cable applicable to 25kVA) and raceway (with hangar brackets and support), approximately 30 meters length, from generator set to Manual Transfer Switch to panel board termination.</p> <p>Provide grounding.</p> <p>See Power Cable Line Diagram for the Security Operations Center Office for details.</p>	
TRANSFER SWITCH	<p>Supply and installation of Manual Transfer Switch, including termination to the panel board.</p> <p>Rated Current: 150 AT, 230 V, 1 Phase, 2 Pole Rated Voltage: 220-690 VAC ACB Type Enclosure P/N: CA-4 PACB</p> <p>See Power Cable Line Diagram for the Security Operations Center Office for the location of Manual Transfer Switch.</p>	
SERVICES	<p>Supplier will provide Supervision, Testing and Commissioning of generator set unit on site including whole electrical system, Operation and Maintenance Training to PPMC personnel and end user.</p> <p>Supplier will provide fuel to the generator set during the entire duration of the Operation and Maintenance Training, Testing and Commissioning (free of charge).</p>	
WARRANTY	One (1) Year commencing from Testing and Commissioning or 1,000 running hours whichever	

	comes first against inherent factory defects and faulty workmanship under normal operating conditions.	
DELIVERY	Generator set including all items and its accessories and concrete pad and housing must be delivered within Forty-Five (45) Calendar Days from Receipt of the Notice to Proceed.	
SPECIAL PROVISION	Bidder must have been engaged in the sale and service maintenance of generator set in good standing in the Philippines for at least five (5) years from the date of the invitation to bid. The generator set brand must have good quality track record and must have been commercially sold and distributed in the Philippines for at least five (5) years from the date of the Invitation to Bid.	
OTHERS	<p>After Sales Service and Support during the warranty period, all reported defects shall be completely/satisfactorily repaired/replaced by all the winning bidder/supplier within 72 hours after receipt of a verbal and/or written notice from the procuring entity.</p> <p>After the warranty period, spare parts or components shall be supplied as promptly as possible, but in any case, within one month upon placing the order.</p> <p>Spare parts shall be available in the Philippine market.</p>	

THE SUPPLIER MAY OFFER MORE SUPERIOR SPECIFICATIONS AT NO ADDITIONAL COST TO PPMC.

I hereby undertake to comply with all the above requirements.

Bidder's Representative : _____
Printed Name and Signature of Bidder's
Representative/Authorized Signatory

Designation : _____

Date : _____

OMNIBUS SWORN STATEMENT

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. I am the sole proprietor or authorized representative of *[Name of Bidder]* with office address at *[address of Bidder]*;
2. 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 the Supply, Delivery, Installation and Commissioning of Generator Sets, as shown in the attached duly notarized Special Power of Attorney;
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. 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;
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 Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets Up.

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 _____, 2023 at _____, Philippines.

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2023 at _____, 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 _____, 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 _____ 2023.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ - _____ -

IBP No. _____ - _____ -

Doc No. _____
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OMNIBUS SWORN STATEMENT

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. I am the duly authorized and designated representative of [*Name of Bidder*] with office address at [*address of Bidder*];
2. 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 the Supply, Delivery, Installation and Commissioning of Generator Sets, 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. 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;
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 Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets.
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 _____, 2023 at _____, Philippines.

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

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2023 at _____, 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 _____, 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 _____ 2023.

NAME OF NOTARY PUBLIC

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CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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1. I am the duly authorized and designated representative of [*Name of Bidder*] with office address at [*address of Bidder*];
2. 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 the Supply, Delivery, Installation and Commissioning of Generator Sets, 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. 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 Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets.
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.

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Affiant

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Witness my hand and seal this ____ day of _____ 2023.

NAME OF NOTARY PUBLIC

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COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

The bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current asset minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

The values of the domestic bidder’s current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	15
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Bidder’s Representative/ Authorized Signatory
(Signature over Printed Name)

Date

BID FORM

Date : _____

Project Identification No. : PPMC2023-033

To: Poro Point Management Corporation

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply, Delivery, Installation and Commissioning of Generator Sets in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our 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 abide 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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 Amount and Purpose of
of agent Currency 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 Calculated Bid or any Bid you may receive.

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

The undersigned is authorized to submit the bid 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.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

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

Name of Bidder _____ Project ID No. _____ Page ____ of ____

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)
1 lot	Supply, Delivery, Installation and Commissioning of One (1) Unit Brand New Standby Generator Set, 150 Kva, 220 VAC, 3 Phase, 60 HZ Silent Type and One (1) Unit Brand New Standby Generator Set, 25 Kva, 220 VAC, 1 Phase, 60 HZ Silent Type							

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportati on 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 , per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
1 lot	Supply, Delivery, Installation and Commissioning of One (1) Unit Brand New Standby Generator Set, 150 Kva, 220 VAC, 3 Phase, 60 HZ Silent Type and One (1) Unit Brand New Standby Generator Set, 25 Kva, 220 VAC, 1 Phase, 60 HZ Silent Type								

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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 PORO POINT MANAGEMENT CORPORATION 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 the Contract for the Supply, Delivery, Installation and Commissioning of Generator Sets 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 Poro Point Management Corporation 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.

ATTY. FELIX S. RACADIO

[Insert Name and Signature]

President and CEO

[Insert Signatory's Legal Capacity]

for:

for:

Poro Point Management Corporation

[Insert Name of Supplier]

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

Republic of the Philippines)
 Province of La Union) SS.
 City of San Fernando)

BEFORE ME, a Notary Public, in and for the above jurisdiction, personally appeared:

NAME	GOVERNMENT ISSUED I.D.	DATE/ PLACE OF ISSUE
Poro Point Management Corporation	TIN: 005853269000	San Fernando, La Union
Atty. Felix S. Racadio		

Known to me and to me known to be the same persons who executed the foregoing CONTRACT and they acknowledged to me that the same is the product of their true, voluntary act and deed and that of corporations they represent.

The foregoing CONTRACT consists of _____ (____) pages, including the page on which this acknowledgment is written and duly signed by the parties and their instrumental witnesses on each and every page hereof.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal the _____ day of _____, 2023 in the City of San Fernando, La Union, Philippines.

Doc. No. _____
 Page No. _____
 Book No. _____
 Series of 2023



PPMC

PORO POINT MANAGEMENT CORPORATION
A Subsidiary of the Bases Conversion and Development Authority