PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TAWELCO BARANGAY LINE ENHANCEMENT AND HOUSEHOLD CONNECTIONS

(NEAIB No. 2021-02 EUASEP)

Government of the Republic of the Philippines

Sixth Edition July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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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





INVITATION TO BID FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TAWELCO BARANGAY LINE ENHANCEMENT AND HOUSEHOLD CONNECTIONS

- 1. The National Electrification Administration, through the European Union Access to Sustainable Energy Project (EU-ASEP) Financing Agreement intends to apply the sum of Twenty Six Million Two Hundred Seventy Two Thousand Eight Hundred Twenty Pesos and 15/100 (Php26,272,820.15) to payments under the contract for Supply, Installation, Testing and Commissioning of TAWELCO Barangay Line Enhancement and Household Connections / NEA IB No. 2021-002 EU-ASEP. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
- 2. The *National Electrification Administration* now invites bids for the above Procurement. Project.Delivery of the Goods is required by *eight* (8) *months from issuance of Notice to Proceed.* Bidders should have completed, within *three* (3) *years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
- 4. Prospective Bidders may obtain further information from *National Electrification Administration* and inspect the Bidding Documents at the address given below during *Mondays to Thursdays*, 8:00am to 5:00pm.

National Electrification Administration General Services Department 2/F NEA Bldg. 57 NIA Rd., Diliman, Quezon City

5. A complete set of Bidding Documents may be acquired by interested Bidders on 22 July 2021 from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Five Thousand Pesos (P25,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

National Electrification Administration General Services Department 2/F NEA Bldg. 57 NIA Rd., Diliman, Quezon City nea.gov.ph

- 6. The *National Electrification Administration* will hold a Pre-Bid Conference¹ on *July 30, 2021 11:00AM* at National Electrification Administration, *Diliman, Quezon City* and/or through video conferencing or webcasting *via Zoom*, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below *August 12*, *2021*, *11:15AM*. Late bids shall not be accepted.

National Electrification Administration General Services Division 2/F NEA Bldg. 57 NIA Rd., Diliman, Quezon City nea.bac.secretariat9184@gmail.com

- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on *August 12, 2021, 11:30AM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

National Electrification Administration HESA, 2/F NEA Bldg. 57 NIA Rd., Diliman, Quezon City nea.bac.secretariat9184@gmail.com

- 10. The *National Electrification Administration* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

ANNABELLE P. CRUZ SBAC Secretariat Chairperson 2/F NEA Bldg. 57 NIA Rd., Diliman, Quezon City canabelle78@yahoo.com nea.gov.ph

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¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

12.	You may visit the following websites:
	For downloading of Bidding Documents: nea.gov.ph and philgeps.gov.ph
	19 July 2021.
	ATTY. OSWALDO F. GABAT
	SBAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, National Electrification Administration wishes to receive Bids for the Supply, Installation, Testing and Commissioning of TAWELCO Barangay Lines Enhancement and Household Connections, with identification number NEA IB No. 2021-02 EU-ASEP.

The Procurement Project (referred to herein as "Project") is composed of one 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 2021 in the amount of Twenty-Six Million Two Hundred Seventy-Two Thousand Eight Hundred TwentyPesos and Fifteen Centavos(*PhP26,272,820.15*).
- 2.2. The source of funding is the European Union Access to Sustainable Energy Project (EU-ASEP) Financing Agreement.

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 at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 5 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 *three* (3) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *December 18, 2021*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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 6 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 8 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:

One Project having several items that shall be awarded as one contract

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

	_	Dia Data	BIICCC					
ITB Clause								
5.3	For this purpose, contracts similar to the Project shall be:							
	a. Supply, Installation, Testing and Commissioning of TAWELCO Barangay							
	_	oply, Installation, Testing a e Enhancement and House		f TAWELCO Barangay				
		mpleted within <i>three (3) ye</i> receipt of bids.	ears prior to the deac	lline for the submission				
7.1	Subcontrac	cting is not allowed.						
12	_	of the Goods shall be al Commercial Terms (INC	•	* *				
14.1	following f	curity shall be in the form forms and amounts: Bid Security is in Cash, Case evocable Letter of Credit (1)	shier's Check, Bank I	·				
		evocusio Ecitor of Crount (1						
	Lot	Description	ABC	2% ABC				
	1	Supply, Installation,	PhP26,272,820.1					
		Testing and						
		Commissioning of						
		TAWELCO Barangay						
		Line Enhancement and						
	Household Connections							
	b. If Bid Security is in Surety Bond:							
		ot Description	ABC	5% ABC				
	1	Supply, Installation,						
		Testing and						
		Commissioning of						
		TAWELCO Barangay						
		Line Enhancement						
	Connections							
	Bid security shall be valid for one hundred twenty (120) calendar days.							
19.3	Lot	Description	ABC	Quantity				
	1	Supply, Installation,	PhP26,272,820.15	2,149 Households				
		Testing and						
		Commissioning of		9.930km 3-phase,				
		TAWELCO Barangay		0.800km 1-phase				

	Line Enhancement and Household Connections	distribution line with 10.270km underbuilt
20.2	No further instructions.	
21.2	No further instructions.	

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project. 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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	Special Conditions of Contract
1	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered to Mindanao. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery term applicable to this Contract are delivered to Mindanao. Risk and title will pas from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with th terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site are the following:
	 Mr. Joemari T. Daigdigan Mr. Jermy B. Galicia Jr. Mr. Brien Joseph D. Fabian Mr. John Lex James M. Canoy Mr. Isak Jonathan V. Villanueva Mr. Edward V. Domingo (TAWELCO)
	Incidental Services –
	The Supplier is required to provide all of the following services, includin additional services, if any, specified in Section VI. Schedule of Requirements:
	 a. performance or supervision of on-site assembly and/or start-up of th supplied Goods; b. furnishing of tools required for assembly and/or maintenance of th 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
- 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. Trainings and all other specified deliverables in the Terms of Reference/Technical Specifications.

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.

Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross weight
Any special lifting instructions
Any special handling instructions
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

Transportation -

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights –

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The terms of payment shall be as follows:

	Contract Milestones	%
		of the Total Budget
	******	0
1	With signed contractWith Notice to Proceed	15%
2	- 100% on-site delivery of materials	25%

issued by the NEA - Certificate of origin/importation/delivery proving the materials and equipment are brand new submitted by the Contractor 3 - At least 55% accomplished in construction of distribution line - At least 55% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 4 - At least 90% accomplished in construction of distribution line - At least 90% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 5 - Certificate of Final Completion issued by the NEA 5 - Certificate of Final Completion issued by the NEA - Final Accomplishment report submitted to PMU - Certificate of Completion submitted by the contractor both for distribution line	 · ·	G 12 2 5 11	
origin/importation/delivery proving the materials and equipment are brand new submitted by the Contractor 3 - At least 55% accomplished in construction of distribution line - At least 55% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 4 - At least 90% accomplished in construction of distribution line - At least 90% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 5 - Certificate of Final Completion issued by the NEA 5 - Certificate of Final Inspection and Acceptance from NEA - Final Accomplishment report submitted to PMU - Certificate of Completion submitted by the contractor both for distribution line		- Certificate of Delivery issued by the NEA	
in construction of distribution line - At least 55% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 4 - At least 90% accomplished in construction of distribution line - At least 90% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 5 - Certificate of Final Inspection and Acceptance from NEA - Final Accomplishment report submitted to PMU - Certificate of Completion submitted by the contractor both for distribution line		origin/importation/delivery proving the materials and equipment are brand new submitted by the	
kWhr installation - Certificate of Partial Completion issued by the NEA 4 - At least 90% accomplished in construction of distribution line - At least 90% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 5 - Certificate of Final Inspection and Acceptance from NEA - Final Accomplishment report submitted to PMU - Certificate of Completion submitted by the contractor both for distribution line	3	in construction of distribution lineAt least 55% accomplished in service dropping, house	25%
in construction of distribution line - At least 90% accomplished in service dropping, house wiring installation and kWhr installation - Certificate of Partial Completion issued by the NEA 5 - Certificate of Final Inspection and Acceptance from NEA - Final Accomplishment report submitted to PMU - Certificate of Completion submitted by the contractor both for distribution line		kWhr installationCertificate of Partial Completion issued by the	
Completion issued by the NEA 5 - Certificate of Final Inspection and Acceptance from NEA - Final Accomplishment report submitted to PMU - Certificate of Completion submitted by the contractor both for distribution line	4	 in construction of distribution line At least 90% accomplished in service dropping, house wiring installation and kWhr installation 	25%
Inspection and Acceptance from NEA - Final Accomplishment report submitted to PMU - Certificate of Completion submitted by the contractor both for distribution line	5	Completion issued by the NEA	10%
both for distribution line		Inspection and Acceptance from NEA - Final Accomplishment report submitted to PMU	
and nousehold energization 100		<u> </u>	

- 4 The inspections and tests that will be conducted are:
 - 1. Inspection of the delivery of Materials
 - 2. Inspection of the installation of house wiring materials ((including service drop and kWhr Meters))
 - 3. Inspection of the construction of distribution line
 - 4. Review of the weekly accomplishment reports for distribution line and house wiring.
 - 5. Review of the final accomplishment reports for distribution line and house wiring.

Section VI. Schedule of Requirements

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

Schedule of Requirements

	Description	Quantity	Total	Delivered Weeks/Months			
Deli	Delivery of Materials (Both for distribution line equipment and materials together with household energization materials)						
1	Delivery of at least 33.33% materials on site	33%	33%	Within two (2) months from receipt of Notice to Proceed			
2	Delivery of at least additional 33.33% materials on site	66%	66%	Within three (3) months from receipt of Notice to Proceed			
3	100% delivery of materials on- site	100%	100%	Within four (4) months from receipt of Notice to Proceed			
Con	struction, Service Dropping and Insta	allation					
4	Construction of line and installation of house wiring materials and service dropping should be at least 33.33% accomplished	33%	33%	Within four (4) months from receipt of Notice to Proceed			
5	Construction of line and installation of house wiring material should be at least 66.66% accomplished	66%	66%	Within six (6) months from receipt of Notice to Proceed			
6	Construction of line and installation of house wiring material should be 100% accomplished	100%	100%	Within eight (8) months from receipt of Notice to Proceed			
Acco	omplishment Reports						
7	Submission of weekly accomplishment report for distribution line and house wiring materials using approved template			Reporting starts one (1) week from receipt of Notice to Proceed			
8	Submission of final report for distribution line and house wiring using approved template			Within two (2) weeks after completion and energization of distribution line and households			

Section VII. Technical Specifications

Technical Specifications

VII.1 Distribution Line

VII.1.1 Project Description: Construction of Distribution Line in Brgy. Datu Baguinda Putih to Brgy. Tongmageng, Sitangkai

Tutin to bigy. Tongmageng, Sitangkar		ROJECT	STATEMENT	
MATERIALS DESCRIPTION	REQU	UIREMENTS	OF COMPLIANCE	
Anchor, Expanding, 10,000 Pounds, 8 Way, Galvanized Steel	43	pieces	[Bidders must state here either "Comply" or "Not	
Bolt, Carriage 3/8" X 4-1/2"	314	pieces	Comply" against each of the individual	
Bolt, Double Arming, 5/8" X 22"	15	pieces	parameters of each	
Bolt, Double Arming, 5/8" X 24"	105	pieces	Specification stating the corresponding	
Bolt, Double Arming, 5/8" X 26"	9	pieces	performance parameter	
Bolt, Double Upset, 5/8" X 10"	95	pieces	of the equipment offered. Statements of "Comply"	
Bolt, Oval Eye, 5/8" X 9"	6	pieces	or "Not Comply" must	
Bolt, Oval Eye, 5/8" X 10"	29	pieces	be supported by evidence in a Bidders Bid and	
Bolt, Oval Eye, 5/8" X 12"	62	pieces	cross-referenced to that	
Bolt, Oval Eye, 5/8" X 18"	34	pieces	evidence. Evidence shall be in the form of	
Bolt, Machine, 1/2" X 6"	28	pieces	manufacturer's un-	
Bolt, Machine, 1/2" X 10"	121	pieces	amended sales literature, unconditional statements	
Bolt, Machine, 5/8" X 8"	42	pieces	of specification and	
Bolt, Machine, 5/8" X 10"	310	pieces	compliance issued by the manufacturer, samples,	
Bolt, Machine, 5/8" X 12"	35	pieces	independent test data	
Bolt, Machine, 5/8" X 14"	141	pieces	etc., as appropriate. A statement that is not	
Bolt, Single Upset, 5/8" X 8"	14	pieces	supported by evidence or	
Bolt, Single Upset, 5/8" X 10"	85	pieces	is subsequently found to be contradicted by the	
Brace, Crossarm, 28", Steel or Wood	314	each	evidence presented will	
Brace, Crossarm, 60" - 18" Drop	14	pairs	render the Bid under evaluation liable for	
Bracket, Clevis Deadend without Spool	57	pieces	rejection. A statement either in the Bidder's	
Clamp, Hot Line, #2 - #2/0 ACSR Main to #2 - #2/0	19	pieces	statement of compliance or the supporting evidence that is found to	
Clamp, Anchor Rod Bonding, Single Eye	43	pieces	be false either during Bid evaluation, post-	
Clamp, Loop Deadend, #2/0 ACSR	130	pieces	qualification or the execution of the Contract	
Clamp, Deadend Strain, #2/0 ACSR	100	pieces	may be regarded as	
Clamp, Guy Straight, 3 Bolt, Heavy Duty Steel	86	pieces	fraudulent and render the Bidder or supplier liable for prosecution subject to	
Clevis, Secondary Swinging without Spool	65	pieces	the applicable laws and issuances.]	
Shackle, Anchor, Forged Steel, Galvanized	34	pieces		
Conductor, Bare, ACSR #2, AWG 6/1	302	meters		
Conductor, Bare, ACSR #1/0, AWG 6/1	8,223	meters		

Conductor, Bare, ACSR #2/0, AWG 6/1	32,798	meters
Conductor, Insulated, ACSR #2, AWG 6/1 (600 V)	12	meters
Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2	234	pieces
Connector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/0	66	pieces
Connector, Ground Rod (Clamp) for 5/8" Steel Rod	148	pieces
Hook, Guy	86	pieces
Insulator, Pin Type, Polymer, 15KV	445	pieces
Insulator, Spool, 3", ANSI, Class 53	117	pieces
Pin, Crossarm, Steel, 1-3/8" X 14", 23KV	282	pieces
Insulator, Suspension, Polymer, 15KV	100	pieces
Link, Fuse, Universal, Bottom Head, Type K, 3 Amperes	7	pieces
Link, Fuse, Universal, Bottom Head, Type K, 6 Amperes	1	piece
Link, Fuse, Universal, Bottom Head, Type K, 15 Amperes	18	pieces
Nut, Eye, 5/8", Conventional	103	pieces
Nut, Lock, Mf Type, 3/8"	314	pieces
Nut, Lock, Mf Type, 1/2"	149	pieces
Nut, Lock, Mf Type, 5/8"	1,124	pieces
Pin, Pole Top, Channel, 1" Thread, 25" Long	163	pieces
Rod, Anchor, Threaded, Double Eye, 3/4" X 8'	43	pieces
Rod, Armor, Preformed, #2/0 ACSR, Single Support	528	sets
Rod, Armor, Preformed, #2/0 ACSR, Double Support	84	sets
Rod, Tapping, Preformed, #2/0 ACSR	19	sets
Spacer, Pipe, 3/4" X 1-1/2"	56	pieces
Transformer, Pole Type, Conventional, 25 KVA	6	units
Washer, Square, Flat, 2-1/4" X 2-1/4" X 3/16", 13/16" Diameter Hole	1,177	pieces
Washer, Round, 1-3/8" Diameter with 9/16" Diameter Hole	149	pieces
Wire, Tie, Aluminum Alloy, Soft, #4 AWG	5,136	feet
Wire, Tape, Armor, Aluminum Alloy, 0.5 " X 0.3"	83	feet
Wire, Grounding, Aluminum Alloy, 3 Strand, #4 AWG	6,319	feet
Wire, Guy, Steel, 3/8", 7 Strand	2,150	feet

STEEL MATERIALS		
Pole, Steel, 35' (3.0mm)	144	pieces
Pole, Steel, 45' (4.0mm)	4	pieces
Crossarm, Steel, 3" X 4" X 8'	174	pieces

VII.1.2 Project Description: Construction of Distribution Line in Brgy. Tongsibalo, Sibutu

PROJECT

STATEMENT

MATERIALS DESCRIPTION	REQUIREMENTS		OF COMPLIANCE	
			COMPLIANCE	
Anchor, Expanding, 10,000 Pounds, 8 Way, Galvanized Steel	10	pieces	[Bidders must state here either "Comply"	
Bolt, Carriage 3/8" X 4-1/2"	140	pieces	or "Not Comply" against each of the	
Bolt, Double Arming, 5/8" X 22"	3	pieces	individual	
Bolt, Double Arming, 5/8" X 24"	39	pieces	parameters of each Specification stating	
Bolt, Double Arming, 5/8" X 26"	3	pieces	the corresponding	
Bolt, Double Upset, 5/8" X 10"	45	pieces	performance parameter of the	
Bolt, Oval Eye, 5/8" X 10"	8	pieces	equipment offered.	
Bolt, Oval Eye, 5/8" X 12"	8	pieces	Statements of "Comply" or "Not	
Bolt, Oval Eye, 5/8" X 18"	6	pieces	Comply" must be	
Bolt, Machine, 1/2" X 4"	10	pieces	supported by evidence in a Bidders	
Bolt, Machine, 1/2" X 6"	12	pieces	Bid and cross-	
Bolt, Machine, 1/2" X 10"	58	pieces	referenced to that evidence. Evidence	
Bolt, Machine, 5/8" X 8"	6	pieces	shall be in the form of	
Bolt, Machine, 5/8" X 10"	142	pieces	manufacturer's un- amended sales	
Bolt, Machine, 5/8" X 12"	13	pieces	literature,	
Bolt, Machine, 5/8" X 14"	66	pieces	unconditional statements of	
Bolt, Single Upset, 5/8" X 10"	46	pieces	specification and	
Brace, Crossarm, 28", Steel or Wood	140	each	compliance issued by the manufacturer,	
Brace, Crossarm, 60" - 18" Drop	6	pairs	samples, independent	
Bracket, Clevis Deadend without Spool	20	pieces	test data etc., as appropriate. A	
Bracket, Mounting for Transformer	10	coto	statement that is not	
Pole	10	sets	supported by	
Clamp, Hot Line, #2 - #2/0 ACSR Main to #2 - #2/0	10	pieces	evidence or is subsequently found to be contradicted by	
Clamp, Anchor Rod Bonding, Single Eye	10	pieces	the evidence presented will render	
Clamp, Loop Deadend, #2/0 ACSR	32	pieces	the Bid under evaluation liable for	
Clamp, Deadend Strain, #2/0 ACSR	24	pieces	rejection. A	
Clamp, Guy Straight, 3 Bolt, Heavy Duty Steel	20	pieces	statement either in the Bidder's statement of	
Clevis, Secondary Swinging without Spool	16	pieces	compliance or the supporting evidence	
Shackle, Anchor, Forged Steel, Galvanized	6	pieces	that is found to be false either during	
Conductor, Bare, ACSR #2, AWG 6/1	125	meters	Bid evaluation, post- qualification or the	
Conductor, Bare, ACSR #1/0, AWG 6/1	3,450	meters	execution of the	
Conductor, Bare, ACSR #2/0, AWG 6/1	13,800	meters	Contract may be regarded as	
Conductor, Insulated, ACSR #2, AWG 6/1 (600 V)	10	meters	fraudulent and render the Bidder or supplier liable for	
Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2	80	pieces	prosecution subject to the applicable laws	

Connector, Compression, YHD 300, #1/0 - #2/0			and issuances.]
ACSR Run To #1/0 - #2/0	56	pieces	and issuances.j
Connector, Ground Rod (Clamp) for 5/8"	60	niana	1
Steel Rod	60	pieces	
Cutout and Arrester Combination,	8	sets	
Polymer		500	
Hook, Guy	20	pieces	
Insulator, Pin Type, Polymer, 15KV	201	pieces	
Insulator, Spool, 3", ANSI, Class 53 - 4	36	pieces	
Pin, Crossarm, Steel, 1-3/8" X 14", 23KV	132	pieces	
Insulator, Suspension, Polymer, 15KV	24	pieces	†
Link, Fuse, Universal, Bottom Head, Type K,			_
3 Amperes	5	pieces	
Link, Fuse, Universal, Bottom Head, Type K, 25 Amperes	3	pieces	
Link, Fuse, Universal, Bottom Head, Type K, 40 Amperes	3	pieces	
Nut, Eye, 5/8", Conventional	30	pieces	1
Nut, Lock, Mf Type, 3/8"	140	pieces	1
Nut, Lock, Mf Type, 1/2"	80	pieces	_
Nut, Lock, Mf Type, 5/8"	417	pieces	_
Pin, Pole Top, Channel, 1" Thread, 25"		_	_
Long	69	pieces	
Rod, Anchor, Threaded, Double Eye, 3/4"	10	pieces	
X 8'	10	pieces	
Rod, Armor, Preformed, #2/0 ACSR,	252	sets	
Single Support			
Rod, Armor, Preformed, #2/0 ACSR, Double Support	30	sets	
Rod, Tapping, Preformed, #2/0 ACSR	10	sets	-
Spacer, Pipe, 3/4" X 1-1/2"	20	+	<u> </u>
	20	pieces	_
Transformer, Pole Type, Conventional, 25 KVA	5	units	
Washer, Square, Flat, 2-1/4" X 2-1/4" X 3/16", 13/16" Diameter Hole	483	pieces	
Washer, Round, 1-3/8" Diameter with 9/16"	70	pieces	
Diameter Hole Wire, Tie, Aluminum Alloy, Soft, #4		_	-
AWG	2,300	feet	1
Wire, Tape, Armor, Aluminum Alloy, 0.5 " X 0.3"	18	feet	
Wire, Grounding, Aluminum Alloy, 3 Strand, #4 AWG	2,000	feet	
Wire, Guy, Steel, 3/8", 7 Strand	500	feet	1
STEEL MATERIALS		1 111	
Pole, Steel, 35' (3.0mm)	60	pieces	1
Crossarm, Steel, 3" X 4" X 8'	77	pieces	1
<u> </u>			1

VII.3 Project Description: Construction of Distribution Line in Sitio NPC Plant to Solar Hybrid (UNIDO) Brgy. Taungoh, Sibutu

MATERIALS DESCRIPTION

PROJECT REQUIREMENTS OF COMPLIANCE

STATEMENT

Anchor, Expanding, 10,000 Pounds, 8 Way, Galvanized Steel Bolt, Carlage 3/8" X 4-1/2"	MATERIALS DESCRIPTION	REQUI	IREMENTS	OF COMPLIANCE
Bolt, Carriage 3/8" X 4-1/2" 4 pieces		2	pieces	either "Comply" or "Not
Bolt, Double Arming, 5/8" X 24" Bolt, Double Arming, 5/8" X 26" Bolt, Oval Eye, 5/8" X 10" Bolt, Oval Eye, 5/8" X 12" Bolt, Oval Eye, 5/8" X 12" Bolt, Oval Eye, 5/8" X 18" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 10" Bolt, Machine, 1/2" X 10" Bolt, Machine, 1/2" X 10" Bolt, Machine, 5/8" X 12" Bolt, Machine, 5/8" X 12" Bolt, Machine, 5/8" X 12" Bolt, Machine, 5/8" X 10" Bolt, Machine, 5/8" X 12" Brace, Crossarm, 60" - 18" Drop Bracket, Mounting for Transformer Pole Clamp, Hot Line, #2 - #2/0 ACSR Main to #2 - #2/0 Clamp, Loop Deadend, #2/0 ACSR Clamp, Daedend Strain, #2/0 ACSR Clamp, Daedend Strain, #2/0 ACSR Clamp, Dogy Straight, 3 Bolt, Heavy Duty Steel Clevis, Secondary Swinging without Spool Shackle, Anchor, Forged Steel, Galvanized Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #4 - #2 Connector, Gound Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy	Bolt, Carriage 3/8" X 4-1/2"	4	pieces	
Bolt, Double Arming, 5/8" X 26" Bolt, Oval Eye, 5/8" X 10" Bolt, Oval Eye, 5/8" X 12" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 10" Bolt, Machine, 1/2" X 10" Bolt, Machine, 5/8" X 8" Bolt, Machine, 5/8" X 8" Bolt, Machine, 5/8" X 10" Brace, Crossarm, 60" - 18" Drop Brace,		6	-	of each Specification
Bolt, Oval Eye, 5/8" X 10" Bolt, Oval Eye, 5/8" X 12" Bolt, Oval Eye, 5/8" X 12" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 6" Bolt, Machine, 1/2" X 10" Bolt, Machine, 1/2" X 10" Bolt, Machine, 5/8" X 10" Bolt, Machine, 5/8" X 10" Bolt, Machine, 5/8" X 12" Bolt, Machine, 5/8" X 10" 4 pieces Clamp, Hot Line, #2 - #2/0 ACSR Main to #2 - #2/0 ACSR #2/0 ACSR #2 - #2/0 ACSR #2/0				
Bolt, Oval Eye, 5/8" X 12" Bolt, Oval Eye, 5/8" X 18" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 6" Bolt, Machine, 1/2" X 10" Bolt, Machine, 1/2" X 10" Bolt, Machine, 5/8" X 12" Brace, Crossarm, 28", Steel or Wood Brace, Crossarm, 60" - 18" Drop Bracket, Mounting for Transformer Pole Clamp, Hot Line, #2 - #2/0 ACSR Main to #2 - #2/0 Clamp, Anchor Rod Bonding, Single Eye Clamp, Loop Deadend, #2/0 ACSR Clamp, Guy Straight, 3 Bolt, Heavy Duty Steel Clevis, Secondary Swinging without Spool Shackle, Anchor, Forged Steel, Galvanized Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy 13 pieces Bolt, Machine, 1/2" X 4" 2 pieces Bolt, Machine, 1/2" X 10" 1 piece Bolt, Machine, 1/2" X 10" 1 piece Bolt, Machine, 5/8" X 12" 2 pieces Bolt, Machine, 1/2" X 6" 4 pieces Bolt, Machine, 1/2" X 6" Bolt, Machine, 1/2" X 6" 4 pieces Bolt, Machine, 1/2" X 6" Bolt, Machine, 1/2" X 10" 1 pieces Bolt, Machine, 1/2" X 6" Bolt, Machine, 1/2" X 10" Bolt, Machine, 1/2" X 6" Bolt, Machine, 1/2" X 10"		2		the equipment offered.
Bolt, Oval Eye, 5/8" X 18" Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 6" Bolt, Machine, 1/2" X 10" Bolt, Machine, 1/2" X 10" Bolt, Machine, 5/8" X 8" Bolt, Machine, 5/8" X 10" Brace, Crossarm, 60" - 18" Drop Brace, Crossarm, 60" - 18" Drop Bracket, Mounting for Transformer Pole Clamp, Hot Line, #2 - #2/0 ACSR Main to #2 - #2/0 Clamp, Anchor Rod Bonding, Single Eye Clamp, Loop Deadend, #2/0 ACSR Clamp, Deadend Strain, #2/0 ACSR Clamp, Guy Straight, 3 Bolt, Heavy Duty Steel Clevis, Secondary Swinging without Spool Shackle, Anchor, Forged Steel, Galvanized Conductor, Bare, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/0 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy Bolt, Machine, 1/2" X 10" Bidders Bid and cross-rejected to that be been the form of manufactores registence of the subject to the subject	·			
Bolt, Machine, 1/2" X 4" Bolt, Machine, 1/2" X 10" Bolt, Machine, 5/8" X 8" Bolt, Machine, 5/8" X 10" Bolt, Machine, 5/8"			_	
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Clamp, Loop Deadend, #2/0 ACSR Clamp, Deadend Strain, #2/0 ACSR Clamp, Guy Straight, 3 Bolt, Heavy Duty Steel Clevis, Secondary Swinging without Spool Shackle, Anchor, Forged Steel, Galvanized Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Bare, ACSR #1/0, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy 1 pieces rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]	~	2	pieces	render the Bid under
Clamp, Deadend Strain, #2/0 ACSR Clamp, Guy Straight, 3 Bolt, Heavy Duty Steel Clevis, Secondary Swinging without Spool Shackle, Anchor, Forged Steel, Galvanized Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Bare, ACSR #1/0, AWG 6/1 Conductor, Bare, ACSR #2/0, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy 4 pieces statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]	Clamp, Loop Deadend, #2/0 ACSR	18	pieces	
Clamp, Guy Straight, 3 Bolt, Heavy Duty Steel Clevis, Secondary Swinging without Spool Shackle, Anchor, Forged Steel, Galvanized Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Bare, ACSR #1/0, AWG 6/1 Conductor, Bare, ACSR #2/0, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy Heavy Duty ### pieces ### pieces ### pie	Clamp, Deadend Strain, #2/0 ACSR	21	pieces	
Spool Shackle, Anchor, Forged Steel, Galvanized Shackle, Anc		4	pieces	the supporting evidence that is found to be false
Galvanized Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Bare, ACSR #1/0, AWG 6/1 Conductor, Bare, ACSR #2/0, AWG 6/1 Conductor, Bare, ACSR #2/0, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/0 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy ### pieces may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.] #### pieces #### pieces ### pieces #### pieces	Spool	9	pieces	evaluation, post- qualification or the
Conductor, Bare, ACSR #2, AWG 6/1 Conductor, Bare, ACSR #1/0, AWG 6/1 Conductor, Bare, ACSR #2/0, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/0 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy Bidder or supplier liable for prosecution subject to the applicable laws and issuances.] Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]			pieces	may be regarded as
Conductor, Bare, ACSR #2/0, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 (600 V) Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/0 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy the applicable laws and issuances.] the applicable laws and issuances.]		7	meters	Bidder or supplier liable
Conductor, Bare, ACSR #2/0, AWG 6/1 Conductor, Insulated, ACSR #2, AWG 6/1 (600 V) Connector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #2 Connector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/0 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy Hook, Guy AWG 6/1 2 meters 7 pieces 7 pieces 4 pieces	Conductor, Bare, ACSR #1/0, AWG 6/1	58	meters	
(600 V)2metersConnector, Compression, YHO 200, #1/0 - #2/0 ACSR Run To #6 - #27piecesConnector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/024piecesConnector, Ground Rod (Clamp) for 5/8" Steel Rod3piecesCutout and Arrester Combination, 		690	meters	• •
ACSR Run To #6 - #2 Connector, Compression, YHD 300, #1/0 - #2/0 ACSR Run To #1/0 - #2/0 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy Polymer Jeneses 7 pieces 24 pieces 4 sets 4 pieces	(600 V)	2	meters	
ACSR Run To #1/0 - #2/0 Connector, Ground Rod (Clamp) for 5/8" Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy 4 pieces 4 pieces	ACSR Run To #6 - #2	7	pieces	
Steel Rod Cutout and Arrester Combination, Polymer Hook, Guy 3 pieces 4 sets 4 pieces	ACSR Run To #1/0 - #2/0	24	pieces	
Polymer 4 Sets Hook, Guy 4 pieces	Steel Rod	3	pieces	
		4	sets	
Insulator, Pin Type, Polymer, 15KV 2 pieces	Hook, Guy	4	pieces	
	Insulator, Pin Type, Polymer, 15KV	2	pieces	

			1
Insulator, Spool, 3", ANSI, Class 53 - 4	9	pieces	
Insulator, Suspension, Polymer, 15KV	21	pieces	
Link, Fuse, Universal, Bottom Head, Type K, 3 Amperes	1	piece	
Link, Fuse, Universal, Bottom Head, Type K, 40 Amperes	3	pieces	
Nut, Eye, 5/8", Conventional	23	pieces	
Nut, Lock, Mf Type, 3/8"	4	pieces	
Nut, Lock, Mf Type, 1/2"	11	pieces	
Nut, Lock, Mf Type, 5/8"	52	pieces	
Pin, Pole Top, Channel, 1" Thread, 25" Long	2	pieces	
Rod, Anchor, Threaded, Double Eye, 3/4" X 8'	2	pieces	
Rod, Armor, Preformed, #2/0 ACSR, Single Support	2	sets	
Rod, Tapping, Preformed, #2/0 ACSR	5	sets	
Transformer, Pole Type, Conventional, 25 KVA	1	unit	
Washer, Square, Flat, 2-1/4" X 2-1/4" X 3/16", 13/16" Diameter Hole	55	pieces	
Washer, Round, 1-3/8" Diameter with 9/16" Diameter Hole	9	pieces	
Wire, Tie, Aluminum Alloy, Soft, #4 AWG	32	feet	
Wire, Tape, Armor, Aluminum Alloy, 0.5 " X 0.3"	12	feet	
Wire, Grounding, Aluminum Alloy, 3 Strand, #4 AWG	112	feet	
Wire, Guy, Steel, 3/8", 7 Strand	100	feet	
STEEL MATERIALS			
Pole, Steel, 35' (3.0mm)	3	pieces	
Crossarm, Steel, 3" X 4" X 8'	7	pieces	
	•		•

VII.2 Household Electrification

VII.2.1 Project Description: Installation of KWHR Meters and Housewiring Materials in Brgy. Datu Baguinda Putih to Brgy. Tongmageng, Sitangkai

MATERIALS DESCRIPTION REQUIREMENTS STATEMENT OF COMPLIANCE

			COMPLIANCE
Conductor, Duplex, #6, AWG	40,170	meters	[Bidders must state here either "Comply" or "Not Comply"
Connector, Compression, YHO 100, #6 - #2 ACSR Run			against each of the individual
To #6 - #2	2,678	pieces	parameters of each Specification stating the corresponding
Meter, KWH, 1 Phase, Class 1, 240 V, 10(60) A,			performance parameter of the
Electronic, Bottom Connected	1,339	pieces	equipment offered. Statements of "Comply" or "Not Comply" must
Housewiring	1,339	sets	be supported by evidence in a
(1 set - Circuit Breaker or Safety Switch (15 Amps.); 2 pieces			Bidders Bid and cross-referenced to that evidence. Evidence shall be
- Receptacle; 2 pieces - Bulb (15W); 2 sets - Tumbler			in the form of manufacturer's un-
Switch; 1 set - Convenience Outlet (2 gang); 2 pieces -			amended sales literature,
Junction Box (plastic with cover); 5 meters - PDX Wire #10			unconditional statements of specification and compliance
10 meters - PDX Wire #12; 10 meters - PDX Wire #14; 1			issued by the manufacturer,
piece - Electrical Tape and 30 pieces - Insulated, Staple Wire)			samples, independent test data
			etc., as appropriate. A statement that is not supported by evidence
			or is subsequently found to be
			contradicted by the evidence
			presented will render the Bid under evaluation liable for
			rejection. A statement either in the
			Bidder's statement of compliance
			or the supporting evidence that is found to be false either during Bid
			evaluation, post-qualification or
			the execution of the Contract may
			be regarded as fraudulent and render the Bidder or supplier
			liable for prosecution subject to
			the applicable laws and
			issuances.]

VII.2.2 Project Description: Installation of KWHR Meters and Housewiring Materials Brgy. Tongsibalo, Sibuto and Brgy. Taungoh, Sibutu

MATERIALS DESCRIPTION REQUIREMENTS STATEMENT OF COMPLIANCE

			COMI LIANCE
Conductor, Duplex, #6, AWG	24,300	meters	[Bidders must state here either "Comply" or "Not Comply"
Connector, Compression, YHO 100, #6 - #2 ACSR Run			against each of the individual
To #6 - #2	1,620	pieces	parameters of each Specification stating the corresponding
Meter, KWH, 1 Phase, Class 1, 240 V, 10(60) A,			performance parameter of the
Electronic, Bottom Connected	810	pieces	equipment offered. Statements of "Comply" or "Not Comply" must
Housewiring	810	sets	be supported by evidence in a
(1 set - Circuit Breaker or Safety Switch (15 Amps.); 2 pieces			Bidders Bid and cross-referenced
- Receptacle; 2 pieces - Bulb (15W); 2 sets - Tumbler			to that evidence. Evidence shall be in the form of manufacturer's un-
Switch; 1 set - Convenience Outlet (2 gang); 2 pieces -			amended sales literature,
Junction Box (plastic with cover); 5 meters - PDX Wire #10			unconditional statements of specification and compliance
10 meters - PDX Wire #12; 10 meters - PDX Wire #14; 1			issued by the manufacturer,
piece - Electrical Tape and 30 pieces - Insulated, Staple Wire)			samples, independent test data
			etc., as appropriate. A statement
			that is not supported by evidence or is subsequently found to be
			contradicted by the evidence
			presented will render the Bid
			under evaluation liable for
			rejection. A statement either in the Bidder's statement of compliance
			or the supporting evidence that is
			found to be false either during Bid
			evaluation, post-qualification or
			the execution of the Contract may be regarded as fraudulent and
			render the Bidder or supplier
			liable for prosecution subject to
			the applicable laws and
	l		issuances. l

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- [(f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
- □ (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to
 the contract to be bid, except under conditions provided for in Sections 23.4.1.3
 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant
 period as provided in the Bidding Documents; and
- C(h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- [(i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- 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.

(k) Other documents required by NEA

- 1. Certificate of origin/importation/delivery proving the materials and equipment are brand new (to be submitted upon 100% delivery)
- 2. Certification confirming statement on the delivery schedule;
- 3. Certification confirming statement on the installation schedule;
- 4. Certification confirming statement on warranty being offered;
- 5. List of dedicated personnel
 - a. At least two (2) forward trucks and/or any motor vehicle (include plate number);

- b. At least two (2) crews with at least 11 linemen plus 1 foreman each; and c. At least six (6) trained electricians.
- 6. Document stating total years in the construction of distribution line and installation of house wiring materials/household energization industry; and
- 7. List of organic/permanent personnel including their education and relevant trainings.

Financial Documents

- [(1) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- [(m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

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

Class "B" Documents

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

<u>or</u>

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

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

- [(o) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

