



**DEPARTMENT OF FOREIGN AFFAIRS
BIDS AND AWARDS COMMITTEE**

Name of the Project:

**SUPPLY AND INSTALLATION OF
1.5 MVA DISTRIBUTION TRANSFORMER
FOR THE OCA ASEANA BUILDING**

Approved Budget for the Contract:

**Seventeen Million Seven Hundred Ninety Seven Thousand
Eight Hundred Sixty Four Pesos (Php 17,797,864.00)**

PB-IN-03-2023

Sixth Edition

July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. 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 (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; 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 Works 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 Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular 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, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities 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 names of the Project, Contract, and Procuring Entity, in addition to 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 Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

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.

CDA – Cooperative Development Authority.

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])

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.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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]).

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.

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.

PCAB – Philippine Contractors Accreditation Board.

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.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

**INVITATION TO BID FOR THE
PROCUREMENT OF SUPPLY AND INSTALLATION OF 1.5 MVA DISTRIBUTION
TRANSFORMER FOR THE OCA ASEANA BUILDING**

1. The Department of Foreign Affairs, through the authorized appropriations under the FY 2022 Building Fund, intends to apply the sum of Seventeen Million Seven Hundred Ninety Seven Thousand Eight Hundred Sixty Four Pesos (17,797,864.00 PhP) only being the Approved Budget for the Contract (ABC) to payments under the contract for the Procurement of Supply and Installation of 1.5. MVA Distribution Transformer for the OCA Aseana Building.

2. The Department of Foreign Affairs now invites bids for the Procurement of Supply and Installation of 1.5. MVA Distribution Transformer for the OCA Aseana Building, described as follows:

Lot No.	Project Specification	Approved Budget for the Contract (PhP)	Non-refundable Bid Fee (PhP)
1	Procurement of Supply and Installation of 1.5. MVA Distribution Transformer for the OCA Aseana Building	PhP 17,797,864.00	PhP 25,000.00

The Department of Foreign Affairs now invites bids for the above Procurement Project. Delivery of the Goods is stated on the Technical Specifications. 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.

4. 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.

5. Prospective Bidders may obtain further information from the Department of Foreign Affairs and inspect the Bidding Documents at 2330 Roxas Boulevard, Pasay City, 1300 during office hours or from 8:00 a.m. to 5:00 p.m.

6. A complete set of Bidding Documents may be acquired by interested Bidders on 24 January 2023, Wednesday, from the BAC Secretariat and at <https://dfa.gov.ph/ongoing-projects>.

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.

7. The DFA-BAC has scheduled the following activities for the said Project:

First Pre-bid	Second Pre-Bid	Deadline for Submission and Receipt of Bids	Bid Opening	Post Qualification
31 January 2023, Tuesday, 2:00 P.M.	07 February 2023, Tuesday, 2:00 P.M.	21 February 2023, Tuesday, 12:00 P.M.	21 February 2023, Tuesday, 2:00 P.M.	27 February 2023, Monday, 2:00 P.M.
Venue: Bids and Awards Committee (BAC) Conference Room, 12th Floor, DFA Main Building, Roxas Boulevard, Pasay City and Online Video Conference				

The DFA-BAC will hold Pre-Bid Conferences on the above-stated dates, which shall be open to all interested bidders.

8. Prospective bidders may visit the project site from 24 January 2023 to 07 February 2023 (except weekends and public holidays), between 9:00 am and 5:00 pm. To set a site visit schedule please coordinate with Mr. Cesar T. Gobrin Jr. at numbers 09957590203.

9. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through physical submission, facsimile, or email submissions.

10. Bids must be duly received by the BAC Secretariat at the address below on 21 February 2023, Tuesday, 12:00 P.M. Late bids shall not be accepted.

11. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

12. Bid opening shall be on 21 February 2023, Tuesday, 2:00 P.M. at the given address below and/or via BAC Video Conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity through online video conference. Late bids shall not be accepted.

13. The Department of Foreign Affairs 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.

14. For further information, please refer to:
 DFA-BAC Secretariat
 Department of Foreign Affairs
 12th Floor, DFA Main Building,
 2330 Roxas Boulevard, Pasay City 1300

Tel. No. 834-3041 or 834-4823; Fax no. 831-9584
Email address: bac.secretariat@dfa.gov.ph

15. You may visit the following website to download the Bidding Documents:
<https://dfa.gov.ph/ongoing-projects>.

23 January 2023, in Pasay City



CHARLIE P. MANANGAN

BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

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

1. Scope of Bid

The Procuring Entity, Department of Foreign Affairs, wishes to receive Bids for the Procurement of Supply and Installation of 1.5. MVA Distribution Transformer for the OCA Aseana Building with identification number PB-IN-03-2023.

The Procurement Project (referred to herein as "Project") is 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 the FY 2022 Building Fund in the amount of Seventeen Million Seven Hundred Ninety Seven Thousand Eight Hundred Sixty Four Pesos (17,797,864.00 PhP) only.

2.2. The source of funding is:
a. FY 2022 Building Fund.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. The Bidder must have an experience of having completed, within the last five (5) years immediately before the deadline for the submission of bids, a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

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

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

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

7.1. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold pre-bid conferences for this Project on the specified dates and times through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.3. In case of joint ventures, a special PCAB License, and registration for the type and cost of the contract for this Project, shall be required. Any additional type of Contractor license or permit shall be indicated in the **BDS**.

10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.

A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

- 14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 14.2. *Payment of the contract price shall be made in:*
 - a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *21 June 2023*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause		
5.2	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>Design and installation of power distribution and electrical system.</p>	
10.3	Building permit	
10.4	The key personnel must meet the required minimum years of experience set below:	
	Contractor's personnel	Qualifications
	One (1) Duly licensed Professional Electrical Engineer	Ten (10) years experience in Electrical works. Professional Licensed (PEE).
	One (1) Duly licensed Electrical Engineer	Five (5) years experience in Construction and Electrical works. Professional Licensed (REE).
	Safety Officer	Three (3) years experience in Construction and Electrical works as safety officer. Latest Safety Officer certification.
	Foreman	Five (5) years experience in Construction and Electrical works.
Workers and helpers	Experience in Construction and Electrical works.	
10.5	Tools and equipment needed should be in good condition and must be checked by the Safety Officer prior to use. These includes but not limited to:	

	Equipment	Quantity
	Various Digital/Analog Electrical Testers	1 lot
	Delivery and hauling Truck	1 unit
	Concrete mixer	1 unit
	ABC Type Fire Extinguisher	1 unit
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than Three Hundred Fifty Five Thousand Nine Hundred Fifty Seven and 28/100 (PhP 355,957.28) only , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less Eight Hundred Eighty Nine Thousand Eight Hundred Ninety Three and 20/100 Pesos (PhP 889,893.20) if bid security is in Surety Bond.</p>	
19.2	Partial bids are allowed.	
20	Compliance with Local Government Unit (LGU) requirements regarding building renovation works; and application and energization from Electric Utility Company.	
21	<p>Submission of the following documents</p> <ol style="list-style-type: none"> 1. Inception report; and 2. Construction safety and health program approved by the DOLE. 	

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

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

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

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

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.

1. Sectional Completion of Works

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

2. Possession of Site

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

3. The Contractor's Obligations

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

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

4. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

5. Site Investigation Reports

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

The Contractor may visit the site on any working day before the date for the opening of bids.

6. Warranty

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

7. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

8. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the

implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

9. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

10. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

11. Instructions, Inspections and Audits

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

12. Advance Payment

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

13. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring

Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

14. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

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

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

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

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

Special Conditions of Contract

GCC Clause	
2	Not Applicable
4.1	Schedule of delivery of the possession of the site will be based on the submission of the Inception Report.
6	<p>The site investigation reports are:</p> <p>Inception report format are as follows:</p> <ol style="list-style-type: none"> 1. INTRODUCTION 2. PROJECT SCOPE OF WORKS 3. PROJECT APPROACH 4. CONSTRUCTION METHODOLOGY 5. CONTRACTOR'S PROJECT TEAM ORGANIZATIONAL CHART AND MANPOWER SCHEDULE 6. PROJECT GANTT CHART, CONSTRUCTION SCHEDULE AND S-CURVE BASE ON NTP; 7. DELIVERABLES <p><i>NOTE: upon issuance of Notice to Proceed OAMSS-EMD will provide a sample format from previous projects for reference of the winning contractor.</i></p>
7.2	<i>In case of other structures, Two (2) years.</i>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within [5] five days of delivery of the Notice of Award.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	<p>Operating and maintenance manuals are required upon issuance of certificate of completion and acceptance.</p> <p>"As built" drawings are required upon issuance of certificate of completion and acceptance.</p>

Section VI. Specifications

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and

codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

Republic of the Philippines
DEPARTMENT OF FOREIGN AFFAIRS
Bids and Awards Committee
2330 Roxas Boulevard, Pasay City

TERMS OF REFERENCE
SUPPLY AND INSTALLATION OF 1.5 MVA DISTRIBUTION TRANSFORMER
FOR THE OCA ASEANA BUILDING

ABC: Php 17,797,864.00

I	<p>BACKGROUND</p> <p>The Department of Foreign Affairs intends to procure a Pad mounted Distribution Transformer to upgrade the capacity of electrical supply of OCA-Aseana Building located at Bradco cor. Macapagal Blvd., Parañaque City due to the additional installation of 35 air-conditioning units, the proposed establishment of Disaster Recovery Site 1 (DR-1) and other related equipment for its daily operation.</p>	
II	<p>OBJECTIVE</p> <p>To upgrade and convert electrical supply of the OCA Building Aseana from 750KVA, 230Volts, 3-Phase, Pole mounted, secondary metering connection to 1500KVA, 230V, 3-Phase, Pad-mounted, primary metering connection.</p>	
III	<p>SCOPE OF WORK</p> <p>Pre-Implementation Stage</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> 1. Conduct ocular inspection of the site, and be satisfied as to the suitability and accessibility of the site required to execute and complete all works specified in this contract. The preferred schedule of inspection is from Monday to Friday, between 9:00am to 3:00pm. Kindly coordinate to OAMSS' focal persons, Rocy Mae M. Lacerna (834-4362) and/or Cesar T. Gobrin Jr. (98651-9428) ; 	<p>STATEMENT OF COMPLIANCE</p>

	<ol style="list-style-type: none"> 2. Prepare necessary engineering plans, bill of quantities, minimum specifications and standards, gantt chart and other necessary documents for the project. Costing must be within the ABC including necessary taxes and costs for the completion of the project. Submit these to the OAMSS-EMD for review; 3. Prepare necessary engineering plans/drawings, pay at its own expense and secure necessary permits, clearances, fees and charges as required for the implementation and completion of the project including coordination with the City Building Officials, Meralco and ABPEA; 4. Submit Inception Report to OAMSS-EMD prior to the on site implementation. Please see the attached sample title page and table of contents “Annex A” for reference; 5. Prepare and submit to OAMSS-EMD construction safety plan which includes the following: <ol style="list-style-type: none"> a. Policy or goals statement; b. List of responsible persons; c. Safety and emergency contact information; d. Description of site condition and location; e. Description of the project scope; f. Hazard Identification; and g. Hazard controls and safe practices. 6. Coordinate with OAMSS-EMD for the assignment for the location of its temporary site office and staging area. The Contractor shall be responsible for the installation of facilities of the engineers and staging area for equipment and supplies at the project site; 7. Responsible to provide and find for its workers temporary off-site quarters; 8. Submit to OAMSS-EMD the transformers’ brochure including the following Manufacturer’s shop test results not limited to: <ol style="list-style-type: none"> a. Winding Resistance Test b. Transformer Ratio Test c. Transformer Vector Group test d. Measurement of load loss, efficiency, regulation and impedance test at rated voltage e. Measurement of no-load loss and excitation current f. Insulation Resistance (IR) Test g. Dielectric Test 	
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h. Temperature Rise Test

Implementation Stage

The Contractor Shall:

1. Provide/Assign a duly qualified and licensed electrical practitioner and safety officer to manage, supervise, execute and complete the project;
2. Install necessary temporary safety construction barriers including caution signs and warnings on the project area. Provide necessary protection, including sheet piles, barricades, sufficient warning lights, danger signals, and other signs, if needed, against harm or damage to adjacent properties, persons, shrubs, trees, lawns, structures, and utilities therein.
3. Ensure that the permanent connections to the local utility lines for water, drainage, electrical and sewer lines including materials, equipment, facilities, fees, and/or work are in proper working order.
4. Supply, deliver and install One (1) unit 1500 KVA Pad Mounted Distribution Transformer including all necessary components, materials, accessories, equipment, tools, labor and supervision of the installation, testing and commissioning of equipment at DFA Office of Consular Affairs-Aseana. Please see “**ANNEX B**” for the project location/area for reference;
5. Supply and install complete labor and materials for civil and electrical works for the construction of First Private Pole and Concrete Pedestal including necessary bunks and trench. This also includes the installation of new high tension wires, Load Break Switch (LBS), Lightning Arrester (LA), Power Fuse (PF) and other necessary components;
6. Supply and install appropriate size and type of new Main Distribution Panel with two (2) branches to be placed inside the transformer room. The Main Circuit Breaker (MCB) shall be sized based on the capacity of the new transformer and the two (2) branches should be 3200AT, 3P, ACB and 500AT, 3P, MCCB for the supply of existing MCB and additional sub-Distribution Panel respectively. The new MDP shall also have digital multimeters and power indicators installed.

	<ol style="list-style-type: none"> 7. Supply and install additional Sub-Distribution Panel to be placed inside the transformer room with 500AT, 3P MCCB as main breaker and four (4) branches of 100AT, 3P MCCB. These are provisions for the future loads of the building; 8. Provide and install new sets of wires from the Transformer to the new Main Distribution Panel (MDP), and from new MDP to the additional sub-distribution panel and the existing MCB located inside the EE Room. The Contractor shall be responsible to identify and provide appropriate size and specification of wires, cable tray and other materials to be used to complete the installation based on the standard design and procedures; 9. Provide complete labor and materials for the construction and/or improvements of the proposed transformer room. These improvements include provisions for necessary demolition and replacement of existing walls and floor slab, replacement of existing wood wall between transformer room and Genset Room into concrete wall, replacement of roofing sheets and insulation, and installation of ceiling. The Contractor shall ensure that the area has proper ventilation and enough space for maintenance works in the future. Please see the attached conceptual drawing of proposed Electrical Room “Annex C” for reference ; 10. Execute necessary civil works, mechanical works and electrical works in compliance with the Philippine Electrical Code, Fire Code, Building Code and the design requirements of Meralco and the Aseana land developer; 11. Submit working drawings of any modification prior to the execution of work subject for review and approval of OAMSS-EMD; 12. Be responsible in providing temporary power for the building during the construction and installation period if needed; 13. Be responsible with the security and safety of its equipment, manpower, staging area and barracks. 14. Provide weekly progress reports to OAMSS-EMD with photographs indicating corresponding dates; 	
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	<p>15. Take photographs of all works that will be done in the project. Photographs should include pre-installation, during installation works, and post-installation work; and,</p> <p>16. Conduct regular coordination meetings with the OAMSS-EMD team regarding the updates and concerns on the project.</p> <p>Post-implementation Stage</p> <p>The Contractor Shall:</p> <ol style="list-style-type: none"> 1. Turn-over to OAMSS-EMD the hardcopy of complete five (5) sets of As-Built Plans in blueprint and A3 size of paper signed and sealed by PEE; 2. Turn-over to OAMSS-EMD the two (2) sets of Operation and Maintenance Manual of Transformer, Specification of all equipment and devices installed, certificates and warranties of the installed items, result of transformer testing and commissioning and the original copy of the permits for Installation, Inspection and Permit to Operate and other related documents; 3. Submit to OAMSS-EMD the hardcopy of complete weekly progress reports and photos of the before, during and after works; 4. Turn-over to OAMSS-EMD the complete soft copies of the aforementioned documents in a USB drive including the PDF and CAD file of Electrical Plans; and, 5. Remove all installed temporary facilities and barriers after completion of works and provide necessary restoration works on the affected areas. 	
<p>IV</p>	<p>TECHNICAL SPECIFICATIONS</p> <p>Refer to “Annex D” for the Bill of Quantities and Detailed Unit Price Analysis (DUPA). Please note that in case of discrepancy between BOQ and DUPA, the BOQ will prevail.</p>	

TRANSFORMER SPECIFICATION

The Contractor shall supply and install energy efficient, safe, and environment friendly Distribution Transformer that conforms with the current international standard applicable (ANSI.IEEE.NEMA). Below are the following minimum specifications:

Power Rating/Capacity	1500 KVA, 3 Phase, 60Hz
Installation	Pad Mounted, Dead Front
Primary Voltage input	34.5 KV
Secondary Voltage output	230 V, 3 Phase
Cooling Method	Oil-Immersed, ONAN
Insulation Temperature	Class 220 or applicable
Enclosure	Nema 3R, Tamper Resistant
Accessories	<p>Gauges</p> <ul style="list-style-type: none">- Liquid Level Gauge- Liquid Temperature Gauge- Pressure Vacuum Gauge- Pressure Relief Device <p>Switches</p> <ul style="list-style-type: none">- Drain Valve with Sampling Device- Off Load Tap Changer- Load Break Oil Rotary Switch <p>Protections</p> <ul style="list-style-type: none">- Overcurrent Devices

	<table border="1"> <tr> <td data-bbox="312 248 719 389"></td> <td data-bbox="719 248 1262 389">- Overvoltage Devices</td> </tr> </table>		- Overvoltage Devices							
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V	<p>CONTRACTOR'S QUALIFICATIONS</p> <p>The Contractor shall be:</p> <ol style="list-style-type: none"> 1. With At least ten (10) years of experience upon commencement of the contract, in the design and installation of power distribution and electrical system; and, 2. Registered/active PCAB member with licensed size range of "small B" category "C & D" and specialization in Electrical works (SP-EE). 									
VI	<p>MINIMUM WORKFORCE REQUIREMENTS</p> <table border="1"> <thead> <tr> <th data-bbox="296 1099 596 1249">Contractor's personnel</th> <th data-bbox="596 1099 1278 1249">Qualifications</th> </tr> </thead> <tbody> <tr> <td data-bbox="296 1249 596 1473">One (1) Duly licensed Professional Electrical Engineer</td> <td data-bbox="596 1249 1278 1473">Ten (10) years experience in Electrical works. Professional Licensed (PEE).</td> </tr> <tr> <td data-bbox="296 1473 596 1659">One (1) Duly licensed Electrical Engineer</td> <td data-bbox="596 1473 1278 1659">Five (5) years experience in Construction and Electrical works. Professional Licensed (REE).</td> </tr> <tr> <td data-bbox="296 1659 596 1841">One (1) Safety Officer</td> <td data-bbox="596 1659 1278 1841">Three (3) years experience in Construction and Electrical works as safety officer. Latest Safety Officer certification.</td> </tr> </tbody> </table>	Contractor's personnel	Qualifications	One (1) Duly licensed Professional Electrical Engineer	Ten (10) years experience in Electrical works. Professional Licensed (PEE).	One (1) Duly licensed Electrical Engineer	Five (5) years experience in Construction and Electrical works. Professional Licensed (REE).	One (1) Safety Officer	Three (3) years experience in Construction and Electrical works as safety officer. Latest Safety Officer certification.	
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	Foreman	Five (5) years experience in Construction and Electrical works.	
	Workers and helpers	Experience in Construction and Electrical works.	
VII	<p>CONTRACTOR'S OBLIGATIONS</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> 1. Abide by all existing laws, codes, rules and regulations set forth by all government units and authorities; 2. Presumed to have inspected the site thoroughly before the commencement of work to the extent that it has satisfied itself as to the suitability and accessibility of the site for the purpose of execution and completion of all works specified in this contract. In this regard, the Contractor is estopped from claiming work and change orders arising from site conditions which could have been inspected by the Contractor before the commencement of work; 3. Provide the services in a proper, professional and workmanlike manner at all times; 4. Exercise the reasonable standard expertise, skill, care and diligence in the performance of the services; 5. Retain sufficient number of personnel with the expertise required to provide the complete installation, testing and commissioning of the transformer; 6. Provide service personnel complete with Personal Protective Equipment (PPE) during the works conducted; 7. Ensure that service personnel wear proper uniforms and identification cards inside the Department's premises; 8. Be responsible for the safety and cleanliness of the working area at all times. At the end of the day's work, all tools, equipment, and unused materials shall be stored in an orderly manner inside the designated areas in the OCA-Aseana; 		

	<p>9. Ensure complete coordination with DFA-EMD and DFA Security regarding hot works (welding or cutting works) to be done in the DFA Premises. The Contractor must provide fire extinguishers during hot works and safety personnel to oversee hot works operations.</p> <p>10. Secure and pay necessary bonds, insurance and permits needed for the completion of the project; and</p> <p>11. Be liable for any direct or indirect loss or damage to the DFA as a result of gross negligence or willful misconduct on the part of the Contractor, or on the part of any person or firm acting on behalf of the Contractor, in carrying the project. The Contractor shall be responsible for the repair, restoration and the charges, fees or costs incurred due to damages or loss.</p>															
<p>VIII</p>	<p>MINIMUM EQUIPMENT BY THE CONTRACTOR</p> <p>Tools and equipment needed should be in good condition and must be checked by the Safety Officer prior to use. These includes but not limited to:</p> <table border="1" data-bbox="359 1115 1222 1908"> <thead> <tr> <th data-bbox="359 1115 1015 1227">Equipment</th> <th data-bbox="1015 1115 1222 1227">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="359 1227 1015 1339">Digital/Analog Multi-Testers</td> <td data-bbox="1015 1227 1222 1339">1 unit</td> </tr> <tr> <td data-bbox="359 1339 1015 1451">Transformer Turns Ratio tester</td> <td data-bbox="1015 1339 1222 1451">1 unit</td> </tr> <tr> <td data-bbox="359 1451 1015 1563">Insulation Resistance Tester</td> <td data-bbox="1015 1451 1222 1563">1 unit</td> </tr> <tr> <td data-bbox="359 1563 1015 1675">Winding Resistance Tester</td> <td data-bbox="1015 1563 1222 1675">1 unit</td> </tr> <tr> <td data-bbox="359 1675 1015 1787">Hi-Pot Tester</td> <td data-bbox="1015 1675 1222 1787">1 unit</td> </tr> <tr> <td data-bbox="359 1787 1015 1908">Delivery/Hauling Truck</td> <td data-bbox="1015 1787 1222 1908">1 unit</td> </tr> </tbody> </table>	Equipment	Quantity	Digital/Analog Multi-Testers	1 unit	Transformer Turns Ratio tester	1 unit	Insulation Resistance Tester	1 unit	Winding Resistance Tester	1 unit	Hi-Pot Tester	1 unit	Delivery/Hauling Truck	1 unit	
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Concrete mixer	1 unit					
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IX	<p data-bbox="295 689 1066 725">COVID19 prevention and safety during operations:</p> <p data-bbox="295 757 592 792">The Contractor shall:</p> <ol data-bbox="343 824 1281 1294" style="list-style-type: none"> 1. Ensure that assigned personnel are COVID free before entering the premises; 2. Provide and ensure that assigned personnel observe IATF prescribed safety protocols(ie. face mask and observe social distancing) within the DFA premises and comply with DFA security requirements; and 3. Provide its personnel isopropyl alcohol and hand soap for personal hygiene. 4. Abide the Department’s safety protocols on Covid19 prevention. 					
X	<p data-bbox="295 1321 483 1357">WARRANTY</p> <p data-bbox="376 1388 1281 1570">The Contractor shall provide warranty, which is understood to include replacement or repair of defective parts/components of the transformer and Overcurrent Protection Devices at no cost to the Department, after acceptance of the project for twelve (12) months.</p> <p data-bbox="376 1601 1281 1861">The Contractor shall post any allowable form of warranty security, valid for at least twelve (12) months from the issuance of a Certificate of Final Acceptance and in the appropriate amount. The warranty security should be compliant with Section. 62.2.3.3 of the RA 9184’s IRR, both in terms of form and amount, but in no case shall it cover less than 10% of the total contract price.</p>					

XI	<p>PROJECT DURATION</p> <p>The duration of the project shall be Two Hundred Fifty (250) calendar days from the receipt of the Notice to Proceed (NTP).</p>	
XII	<p>OWNERSHIP AND CONFIDENTIALITY OF DATA</p> <p>The Contractor shall execute and sign a Confidentiality and Non-Disclosure Agreement which is to be submitted to the Department prior to the commencement of the service to safeguard and protect Confidential and Proprietary Information and/or Intellectual Property Rights owned by the Department.</p>	
XIII	<p>PAYMENT</p> <ol style="list-style-type: none"> 1. Progress billing and payment shall be as follows: <ol style="list-style-type: none"> a. 5% of the Contract Price: Upon submission of Inception Reports. b. 10% of Contract Price: Upon complete delivery of engineering design and details. c. 20% of the Contract Price: Upon partial delivery of construction materials. d. 45% of the Contract Price: Upon completion of 50% construction accomplishment and complete delivery of Transformer and its accessories. e. 20% of the Contract Price: Upon completion and final acceptance of the project. <p>Ten percent (10%) of the gross amount due for each of the first four (4) progress billings will be withheld by the Department as retention money.</p> <p>The final payment and retention money shall be released only after the issuance of the Certificate of Final Acceptance by OAMSS, and submission by the Contractor of the required warranty security, as stated in Part X of these Technical Specifications.</p> <p>The Contractor shall be paid within thirty (30) working days upon the submission of the sales invoice, or its equivalent, certificate of completion/final acceptance, and other supporting documents to be examined by the Office of Financial Management Services-Financial Resource Management Division (OFMS-FRMD). Payments shall be made through List of Due and Demandable Accounts Payable (LDDAP).</p>	

	All payments shall be inclusive of all applicable taxes and other lawful charges.	
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Bidder must state compliance to each of the provisions in the Terms of Reference/Technical Specifications, as well as to the Schedule of Requirements. The Statement of Compliance must be signed by the authorized representative of the Bidder, with proof of authority to sign and submit the bid for and in behalf of the Bidder concerned. If the Bidder is a joint venture, the representative must have authority to sign for and in behalf of the partners to the joint venture. All documentary requirements should be submitted on or before the deadline for the submission of bids.

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 3.1 (a)(ii) and/or GCC Clause 2.1 (a)(ii).

Conformê:

[Signature/s]

[Name of the Bidder/ Bidder’s Authorized Representative/s]

[Position]

Section VII. Drawings

Please see ANNEX B.

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Bill of Quantities is attached as Annex D.

Section IX. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. 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, as amended by GPPB Resolution 15-2021;

Note: Class "A" Eligibility Documents to be submitted during the Post-Qualification Conference.

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 (please include the following in the statement: name of the contract, date of the contract/duration, kinds of goods, amount of contract, and outstanding value);

and

- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules (The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document shall be submitted); **and**
- (d) Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**

- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

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

