

PHILIPPINE BIDDING DOCUMENTS

**REWIRING OF OIL
MILL EXPELLER
SECTION OF LEGASPI
OIL COMPANY, INC.
LEG-2024-007**

Government of the Republic of the Philippines

**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.

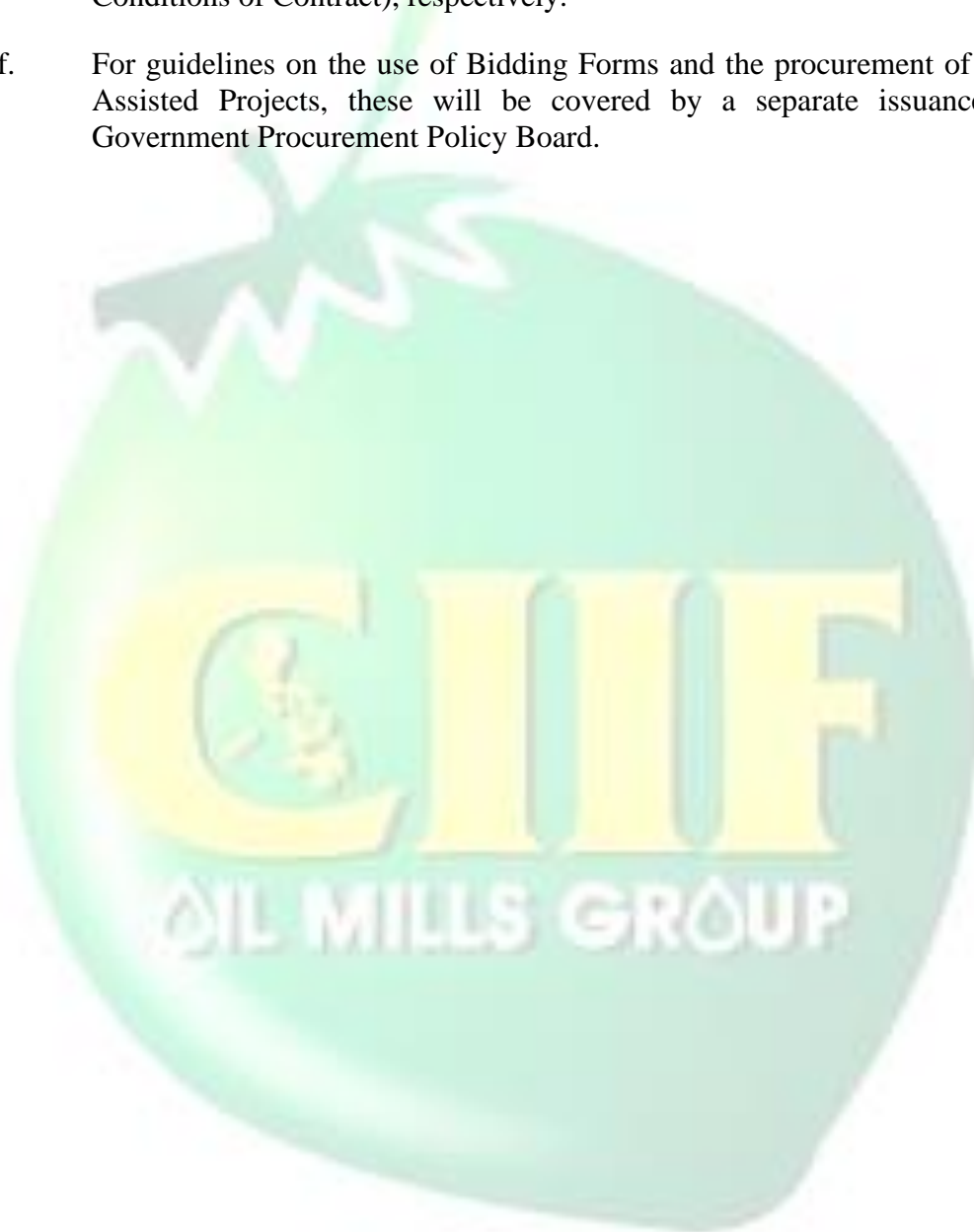


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Glossary of Terms, Abbreviations, and Acronyms

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.



Republic of the Philippines

Office of the President



COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP (CIIF-OMG)

(LEGASPI OIL COMPANY, INC., SAN PABLO MANUFACTURING CORPORATION, SOUTHERN LUZON COCONUT OIL MILL, INC., CAGAYAN DE ORO OIL COMPANY, INC., GRANEXPORT MANUFACTURING CORPORATION, ILIGAN COCONUT INDUSTRIES, INC.)

4th Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila

Invitation to Bid No. **LEG-2024-007**

Date of Posting: November 25, 2024

Invitation to Bid for Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc.

1. *Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL)*, through the 2024 Corporate Budget intends to apply the sum of **Two Million Seven Hundred Sixteen Thousand Five Hundred Seventy-Five Pesos and 48/100 (P 2,716,575.48)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc. and LEG-2024-007**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. *Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL)* now invites bids for the above Procurement Project. Completion of the Works is required on the dates specified in the schedule of requirements. Bidders should have completed 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 non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL)* and inspect the Bidding Documents at the address given below from 9:00am to 5:00pm.
5. A complete set of Bidding Documents may be acquired by interested bidders on November 25, 2024 from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (Php 5,000.00)**. The Procuring Entity

shall allow the bidder to present its proof of payment for the fees *to be presented in person, by facsimile, or through electronic means.*

6. *Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL)* will hold a Pre-Bid Conference¹ on *December 3, 2024, 1:30PM* at *4F Palacio del Gobernador, General Luna St., Intramuros, Manila*, and/or through videoconferencing/webcasting via Zoom application, (*Meeting ID: 978 1859 1710; Password: 273115*), which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before *December 16, 2024 at 1:00PM*. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on *December 16, 2024 at 1:30PM* through hybrid set-up. Bidders may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting via Zoom Application (**Meeting ID: 926 3068 7569**) Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. *Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL)* 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 Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Angelita G. Rapada
BAC Secretariat
4th Floor, Palacio del Gobernador,
General Luna St., Intramuros, Manila
Telephone Number: (632) 8892-2927
Email Address: arapada@ciif.ph
12. You may visit the following websites:
For downloading of Bidding Documents: www.ciif.ph

Originally Signed

AL MATTHEW P. UMALI
Chairperson, Bids and Awards Committee II

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.

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, Coconut Industry Investment Fund – Legaspi Oil Company, Inc. (LEGOIL) invites Bids for the Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc., with Project Identification Number LEG-2024-007.

The Procurement Project (referred to herein as “Project”) is for the:

| Lot | Particulars / Description | Quantity | ABC |
|-------|--|----------|----------------|
| 1 | Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc. | 1 Lot | P 2,716,575,48 |
| Total | | | P 2,716,575,48 |

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 2024 Corporate Budget in the amount of Php 2,716,575,48.

2.2. The source of funding is:

- b. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement 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 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. 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 fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- b. Subcontracting is not allowed.

- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 *4th Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **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. A valid special PCAB License in case of Joint Ventures, and registration for the type and cost of the contract for this Project. 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**.

- 10.5. 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 April 15, 2025. 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 15 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:

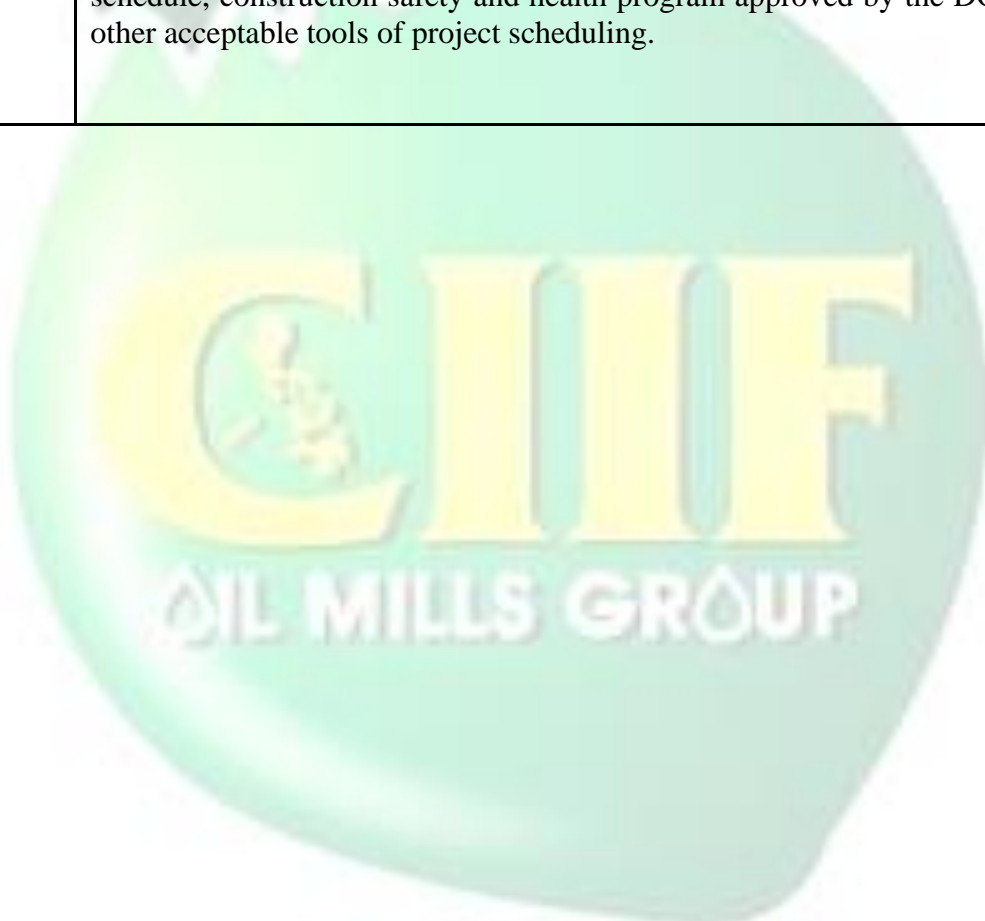
- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.



Bid Data Sheet

| ITB Clause | | | |
|------------|---|---|---|
| 5.2 | For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>The contract similar to the project must include in its scope of work the REWIRING SERVICES</i> | | |
| 7.1 | <i>Subcontracting is not allowed</i> | | |
| 10.3 | <i>PCAB Principal Classification:</i> <i>LICENSE PARTICULARS:</i> <i>Classification: SPECIALTY SP-EE</i> <i>Category: C & D</i> <i>REGISTRATION PARTICULARS:</i> <i>Kinds of Project: ELECTRICAL WORK</i> <i>Respective Size Range: SMALL B</i> | | |
| 10.4 | The key personnel must meet the required minimum years of experience set below: | | |
| | <i>Key Personnel</i> | <i>General Experience</i> | <i>Relevant Experience</i> |
| | <i>Project Engineer</i> | <i>Licensed Electrical Engineer with valid PRC ID</i> <i>With a certificate of employment from previous and present employment</i> | <i>With 5 years of experience in electrical supervision preferably rewiring services</i> |
| | <i>Skilled Laborer/ Industrial Electrician</i> | <i>With a certificate of employment from previous and present employment.</i> | -With 3-years relevant job experience -With NC II TESDA Certificate |
| | <i>Foreman</i> | <i>With certificate of employment from previous and present employer.</i> | <i>With at least 5 years of accumulated experience in electrical/rewiring services supervision.</i> |
| 10.5 | LEGOIL requires minor tools only | | |

| | |
|------|--|
| 12 | Alternative bid shall not be accepted. |
| 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> <ul style="list-style-type: none"> a. The amount of not less than Php 54,331.51 <i>[Insert two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than Php 135,828.77 <i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond. <p>The bid securities must be valid until April 15, 2025</p> |
| 19.2 | Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. |
| 21 | Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling. |



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.



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.

2. **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).

3. **Possession of Site**

3.1 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.

3.2 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.

4. **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.

5. **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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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 | |
|------------|--|
| 1 | <p>The Contractor shall undertake the <i>Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc</i> as herein mentioned, covering the period from December 2024 to February 2025.</p> <p><i>Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc</i> shall be made by the Contractor in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p>For purposes of this clause, the Procuring Entities representative is:</p> <p>Erwin Samaniego Mobile Number: 639431281303</p> |
| 2 | <p>Completion of Works for the <i>Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc</i> is within the Thirty (30) days from mobilization.</p> |
| 4 | <p>Supply and Delivery shall commence two (2) weeks after receipt of Notice to Proceed Completion of Works shall be made within Thirty (30) days</p> <p>Contractor's Obligation</p> <ol style="list-style-type: none"> 1. The Contractor shall provide all the necessary supervision, labor, materials, plant and equipment. All materials and plant on site shall be deemed properties of the Procuring Entity. 2. The Contractor shall commence execution of the works on the start date and shall carry out the works in accordance with the submitted Program of Work, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date. 3. The Contractor shall be responsible for the safety of all activities on the site. 4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the site is located. 5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, 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. |

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| | <ol style="list-style-type: none"> 6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract. 7. During Contract implementation, the Contractor shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules. 8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor. 9. Should anything of historical or other interest or of significant value be unexpectedly discovered on the site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them. |
| 5 | <p>Performance Security</p> <ol style="list-style-type: none"> 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 Contractor shall furnish the performance security in any of the forms prescribed in ITB; 2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract; 3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance; 4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions: <ol style="list-style-type: none"> (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity; (b) The Contractor has no pending claims for labor and materials filed against it; and (c) Other terms specified in the SCC. 5. The Contractor shall post an additional performance security following the amount and form specified in Section 39 of IRR 2016 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor |

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| | <p>shall cause the extension of the validity of the performance security to cover approved contract time extensions.</p> <p>6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.</p> |
| 6 | <p>The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in this SCC supplemented by any information obtained by the Contractor.</p> <p>The site investigation reports are:</p> <ol style="list-style-type: none"> 1. Working Condition on the Oil Mill Expeller Section if safe 2. Job Hazard Analysis 3. Electrical Inspection |
| 7.2 | Two (2) years warranty from the date of acceptance |
| 10 | a. No dayworks are applicable to the contract. |
| 11 | <ol style="list-style-type: none"> 1. The Contractor shall submit the Program of Work to the Procuring Entity's Representative within TEN (10) days of delivery of the Notice of Award. 2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities. 3. 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. 4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations. 5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. |

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| | 6. All Variations shall be included in updated Program of Work produced by the Contractor. |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is <u>5% of the Progress Billing</u> . |
| 14 | <p><i>Progress Payment</i></p> <p>A. Payments to the Contractor will be made only for the actual accomplishment and/or material utilized, certified by the LEGOIL as performed by the Contractor in accordance with the plans, specifications and program of works/construction schedule.</p> <p>B. Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all works contemplated and embraced under the Contract.</p> <p>C. Payments shall be made upon complete submission of all documents required by LEGOIL as indicated in this Terms of Reference and other contract documents.</p> <p>D. It is responsibility of the Contractor to ensure that their performance bond is updated and valid until the LEGOIL issue the final Certificate of Acceptance. The Contractor shall submit the endorsement or amendments to LEGOIL on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance is updated.</p> <p>E. LEGOIL shall pay the Contractor based on the following on the following conditions:</p> <p>a) The CONTRACTOR may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Materials and equipment delivered on the site but not completely installed or put in place shall not be included for payment.</p> <p>b) The first progress payment may be paid by the Procuring Entity to the CONTRACTOR provided that at least twenty percent (20%) of the work has been accomplished as certified by the LEGOIL's Representative</p> <p>c) Progress billing must be based on the physical accomplishment & installed on site. Installed, laid, tested and approved materials based on the approved drawings are only applicable for billing.</p> <p>d) Ten Percent (10%) retention upon issuance of Certificate of Final Inspection and Acceptance.</p> |

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| | <p>e) All payments made shall be subject to the usual government accounting and auditing rules and regulations</p> <p>f) The contractor shall pay the liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one - tenth (1/10) of a percent of cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct the liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, without prejudice to other course of action and remedies available under the circumstances.</p> |
| 15.1 | <p>The date by which operating and maintenance manuals are required is 7 calendar days from the receipt of Certificate of Completion</p> <p>The date by which “as built” drawings are required is 15 calendar days from the receipt of Certificate of Completion.</p> |
| 15.2 | <p>The amount to be deducted from payments due to the Contractor for failing to submit “as built drawings within the date required shall be 1/10 of 1% for every day of delay.</p> <p>The request for final payment shall not be processed pending submission and approval of the “As-Built Plans”</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.



Specifications

1. SCOPE OF WORKS

The Contractor shall undertake the work implementation of the "**Rewiring of Oil Mill Expeller Section.**"

Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc.

1. GENERAL REQUIREMENTS

a) Contractors interested in submitting proposals for this project must conduct a thorough examination of the project site. All proposals should account for any conditions that could impact the contracted work. The specifications and plans and the scope of work or specifications must be addressed with LEGOIL'S Authorized Representative / Project Engineer for clarification. If any work or materials deviate from the drawings or specifications, the contractor is responsible for replacing them at their own expense to ensure compliance.

b) The General Contractor shall prepare and submit as-built plans duly signed and sealed by the corresponding Engineer in the same sheet size and scale as the original drawings in two (2) reproducible copies. Electronic Copies of the As-built contract drawings shall also be submitted. The *.PDF format files shall be delivered with the CAD or BIM Files.

c) The CONTRACTOR shall do the preparation and submission of as built plans duly signed and sealed by a professional electrical engineer in the same sheet size and scale as the original drawings in four (4) reproducible copies for application of Certificate of Electrical Inspection (CEI)

d) CONTRACTOR must be familiarized himself with all laws, decrees, regulations of the Philippines and the Local 32 Government, Which may affect or apply to the operations and activities.

e) The CONTRACTOR is required to collaborate with all relevant parties to facilitate appropriate phasing or adherence to the approved work scheduled. The contractor must appoint a registered/licensed Electrical Engineer to Oversee the work under their purview, and they must be present on the rewiring site at all times.

f) A logbook must be present at the site, documenting daily activities such as weather conditions, deliveries, manpower, and other relevant project-related matters. This logbook will serve as a record for both the contractor and the Project Inspector, and it is required to be submitted to the LEGOIL upon the project's completion.

g) The approved plans or drawings must be present at the rewiring site or office of the CONTRACTOR at all times.

h) Regular coordination meetings shall be conducted with LEGOIL, contractor and End-user for proper project monitoring.

i) The contractor shall provide a complete copy of "As built plans" of the project/unit concerned which shall include all the civil, architectural, plumbing, electrical and other related layouts in 20" x 30" original sheets. It should be properly drawn indicating all the specifications, layouts, tables and necessary data. An initial layout should be submitted in a A3 sheet for checking and approval of Project Engineer. Final "As built plans" shall be submitted in 20" x 30" tracing sheets, 3 blueprints with

signature of project engineer and an electronic Autocad drawing file. A copy of the technical documents and warranties of the items shall also be submitted in soft and hardcopies.

j) Existing conditions of the work site shall be documented by the contractor and photos shall be taken before commencement of work to ensure such status. Any damage on the areas due to the contractor's on-going work shall be restored at his expense.

k) The CONTRACTOR shall promptly remove from the premises all rubbish, trash, debris, and all superfluous electrical materials as soon as possible. After the completion of all works, restore all areas that were damaged as affected by the construction works and leave the site clean to the satisfaction of the Project Inspector or his representative and End-user.

l) CONTRACTOR must submit hauling permit to LEGOIL two (2) days before the said activity.

m) CONTRACTOR must inform the end-user Engineer if there's any existing utilities that might affect the work within 3 days prior to discovery

2. SUBMITTALS

Shop drawing, Product Data, and Samples

a) Submit to LEGOIL's authorized representative of shop drawings, product data and/or samples of all materials for review. Submit at least three (3) options per material for approval.

b) LEGOIL's authorized representative review shall be limited to quality and design intent. It shall be the contractor's responsibility to verify quantities and size and make corrections observed and noted by LEGOIL's authorized representative on any returned submissions.

c) Now work requiring submissions or samples shall commence until submission has been reviewed and signed by the End User and or LEGOIL's authorized representative.

d) Final Acceptance of colors and finishes will be made from samples applied on the job based on the signed and approved sample materials.

e) All submittals shall be channeled from the contractor to LEGOIL. This procedure applies to original submittals as well as required resubmittals. Each organization shall keep its required number of copies and/or make necessary copies. The contractor will make all corrections noted on check sets, if necessary, and return for review as required by LEGOIL.

f) All submittals must have a transmittal letter.

3. SITE CONSTRUCTION

Site Clearing

Clear the area from all obstructions or as affected by the construction works, except those structures indicated on the drawings or designated by the Project Engineer to be left standing. It shall be properly protected from incidental damage due to construction works by the erection of suitable barriers upon approval of the Project Engineer.

Site Monitoring

Site monitoring shall be a must to the contractor for the effective implementation of the project. Any discrepancies on plans and actual site conditions shall be properly coordinated with the Project Engineer concerned for verification. Regular

coordination meeting shall be done between the contractor or its representative and the Project Engineer concerned at LEGOIL.

Utility Services

Provision of electric meter shall be included in the quotation to be charged to the contractor's overhead. All utility consumption shall be provided with meters to limit the usage of such during working period.

Workmanship and Materials

All works shall be done in accordance with the requirements of the latest edition of the Philippine Electrical Code and National Safety Code. Nothing contained in these Codes, any discrepancies should be consulted to the Project Inspector/Electrical Engineer.

Plans

The accompanying drawings shall indicate the general arrangement of the equipment and other works. When it is necessary to deviate from the arrangement indicated on plans in order to meet the structural conditions, such deviation shall be made at the expense of the Contractor and upon approval from the Project Inspector/ Electrical Engineer. Conductor pathway, Manhole & Breaker shown on the plan are diagrammatic and approximately correct as to location. Minor changes shall be made through the CONTRACTOR at his own expense.

Contractor's Representative, Staff and Workmen

The Contractor shall keep permanently on the site, a competent Electrical Engineer, having an experience of not less than 5 years, as his representative fully experienced and who has executed as Superintendent of electrical installation works of the type and scale similar or larger than this Project.

Basic Electrical Materials and Methods

All Electrical Materials shall be standard manufactured by reputable electrical manufacturers.

Wires 14mm. sq. to 22mm sq. (for Horizontal and Vertical Motors) Wires must be brand new, no damage or scratch and must be produced by reputable manufacturer in the Philippines

connector

RSC Condulet, Coupling, Elbows and wires

Push button (on and off)

Circuit breakers : 15A to 150A

Overload Relay : 15A to 70A

Magnetic contactor : 15A to 75A

Hangers & Supports

All electrical pipes and accessories shall be using appropriate hangers and support follow existing features, GI Wires as support is not allowed. All conduit support must be installed every 3 meters.

Restoration and Repair

Restoration and repair of damage ceiling during construction period must be contractor's liability. Exposed conduit shall be painted same color as the adjacent wall.

Testing

Complete testing of the system involved in operation and provision of all system apparatus for making test and guarantee for a period of one (1) year after acceptance of the project and shall agree to repair and make good at no additional cost to the end user. Supply all instruments and tools required for carrying out the tests.

CONTRACTOR must invite End-user or LEGOIL Engineer in schedule to witness the testing. CONTRACTOR must provide test report signed by their Engineer or Manager on-site.

Testing must be the following but not limited to:

1. Verification of polarity
2. Insulation resistance test
3. Continuity testing
4. Phase rotation
5. Testing of breakers

The enclosure shall be galvanized steel of code thickness, powder coated, enamel finish and shall be installed plumb and symmetrical with the surrounding devices • Dismantling of existing all panel board, breakers and cable to finish the scope and job • Electrical tapes, rubber tapes, pull wires, and assorted screws.

Scope of Works

- a) Complete Supply and installation of wires and cable shall be included in this scope of works.
- b) Tagging of all corresponding branch circuit as indicated on the respective panel board's directory using tagging machine.
- c) Wires must be color coded using the standard color coding
- d) Provide Directory in all Electrical Panels.
- e) Balancing of loads.
- f) Chipping & Restoration works must be done by CONTRACTOR. A minimum of 300mm.
- g) Coring and Chipping works shall be performed to give way for the homerun of the wires.
- h) Installation of tagging for protection and conductor.
- i) CONTRACTOR to provide conduit spacer;
- j) Cable Warning tape before restoration of trench.
- k) Application of sealant in conduit for protection of conductors in manhole.
- l) Testing & Commissioning.

4. PAYMENT CONDITIONS

- a) The CONTRACTOR may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Materials and equipment delivered on the site but not completely installed or put in place shall not be included for payment.
- b) The first progress payment may be paid by the Procuring Entity to the CONTRACTOR provide that at least twenty percent (20%) of the work has been accomplished as certified by the LEGOIL's Representative
- c) Progress billing must be based on the physical accomplishment & installed on site. Installed, laid, tested and approved materials based on the approved drawings are only applicable for billing.
- d) The contractor shall pay the liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one - tenth (1/10) of a percent of cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct the liquidated damages from payments due to the Contractor. Payment

of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, without prejudice to other course of action and remedies available under the circumstances.

5. GUARANTEE

The Contractor shall guarantee all works under this contract to be free from any technical, material, workmanship and/or factory defects and shall replace and repair to the satisfaction of the Project Engineer on any part or portion of the work which may fail within a period of one (1) year after the final acceptance of the system.

6. COMPLETION PERIOD

The Contractor is given Thirty (30) calendar days to execute the repair works including the installation all system requirements. The Contractor shall coordinate to LEGOIL's Authorized Representative and End-users for the schedule of testing of systems and other related job.



Section VII. Drawings



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

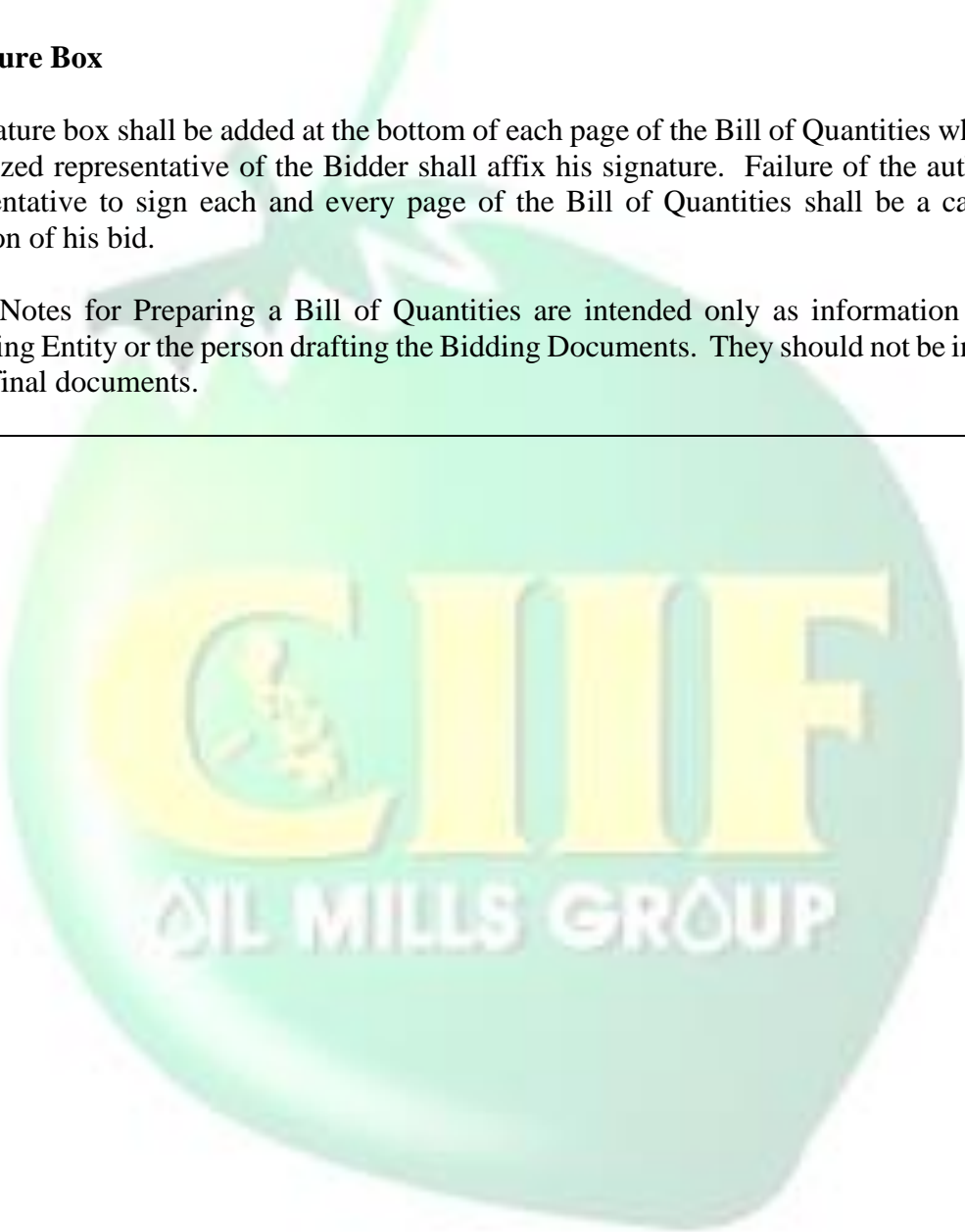
A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of 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

| Item | Description | Qty | UoM | Unit Cost (Labor / Material) | Total Cost |
|-------------------------------|--|-----|-----|---------------------------------|------------|
| I. GENERAL REQUIREMENT | | | | | |
| | Engineering Management Engineering Designs, Complete with Detailed Plans, Permits and Regulatory Compliance | 1 | lot | | |
| | Accommodation, Mobilization and Demobilization | 1 | lot | | |
| | Safety Provision | 1 | lot | | |
| | Rewiring Services | 1 | lot | | |
| | Overhead Expense | 1 | lot | | |
| | Sub-Total | | | | |
| II. MATERIALS | | | | | |
| | 1. Horizontal Motor Wire - 22mm sq | 23 | box | | |
| | 2. Vertical Motor Wire - 14mm sq. | 21 | box | | |
| | 3. Push Button Wire - 2.0 | 55 | box | | |
| | 4. Conditioner Motor Wire 8.0mm sq. | 22 | box | | |
| | 5. RSC Coupling 2" | 50 | pcs | | |
| | 6. RSC Coupling 3/4" | 100 | pcs | | |
| | 7. Push button (Start) | 60 | pcs | | |
| | 8. Push button (Stop) | 60 | pcs | | |

| | | | | | |
|--|--|----|-----|--|--|
| | 9. Circuit Breaker - 150A (MCCB) | 20 | pcs | | |
| | 10. Circuit Breaker - 100A (MCCB) | 20 | pcs | | |
| | 11. Circuit Breaker - 15A (MCCB) | 20 | pcs | | |
| | 12. RSC Pipes for Wires for Horizontal and Vertical Motor - 2" x 10' | 80 | pcs | | |
| | 13. RSC Condulet LB - 2" | 80 | pcs | | |
| | 14. RSC Elbow - 2" | 60 | pcs | | |
| | 15. Liquid Tight Connector - 2" | 80 | pcs | | |
| | 16. RSC Pipes for Wires for Push Button - 1/2" x 10' | 60 | pcs | | |
| | 17. RSC Condulet LB - 1/2" | 20 | pcs | | |
| | 18. RSC Elbow - 1/2" | 20 | pcs | | |
| | 19. RSC Pipes for Wires for Conditioner Motor - 3/4" x 10' | 20 | pcs | | |
| | 20. RSC Condulet LB - 3/4" | 20 | pcs | | |
| | 21. RSC Elbow - 3/4" | 20 | pcs | | |
| | 22. Liquid Tight Connector - 3/4" | 40 | pcs | | |
| | 23. Overload Relay - 50A | 20 | pcs | | |
| | 24. Overload Relay - 70A | 20 | pcs | | |
| | 25. Overload Relay - 15A | 20 | pcs | | |
| | 26. Magnetic Contactor - 50A | 20 | pcs | | |
| | 27. Magnetic Contactor - 75A | 20 | pcs | | |
| | 28. Magnetic contactor - 15A | 20 | pcs | | |

| | | | | | |
|--|--------------|--|--|--|--|
| | Sub-Total | | | | |
| | TOTAL | | | | |



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

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 4th Floor Palacio del Gobernador, General Luna City, Intramuros, Manila, on December 16, 2024, not later than 1:00PM. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and 1PDF File in USB) each of the required documents. The PDF File copies shall be saved in two (2) USBs (USB#1 for Technical Component and USB#2 for Financial Component). All pages of the Bid, including attachments thereto shall be initialed by the person signing the Bid.

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;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (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; **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

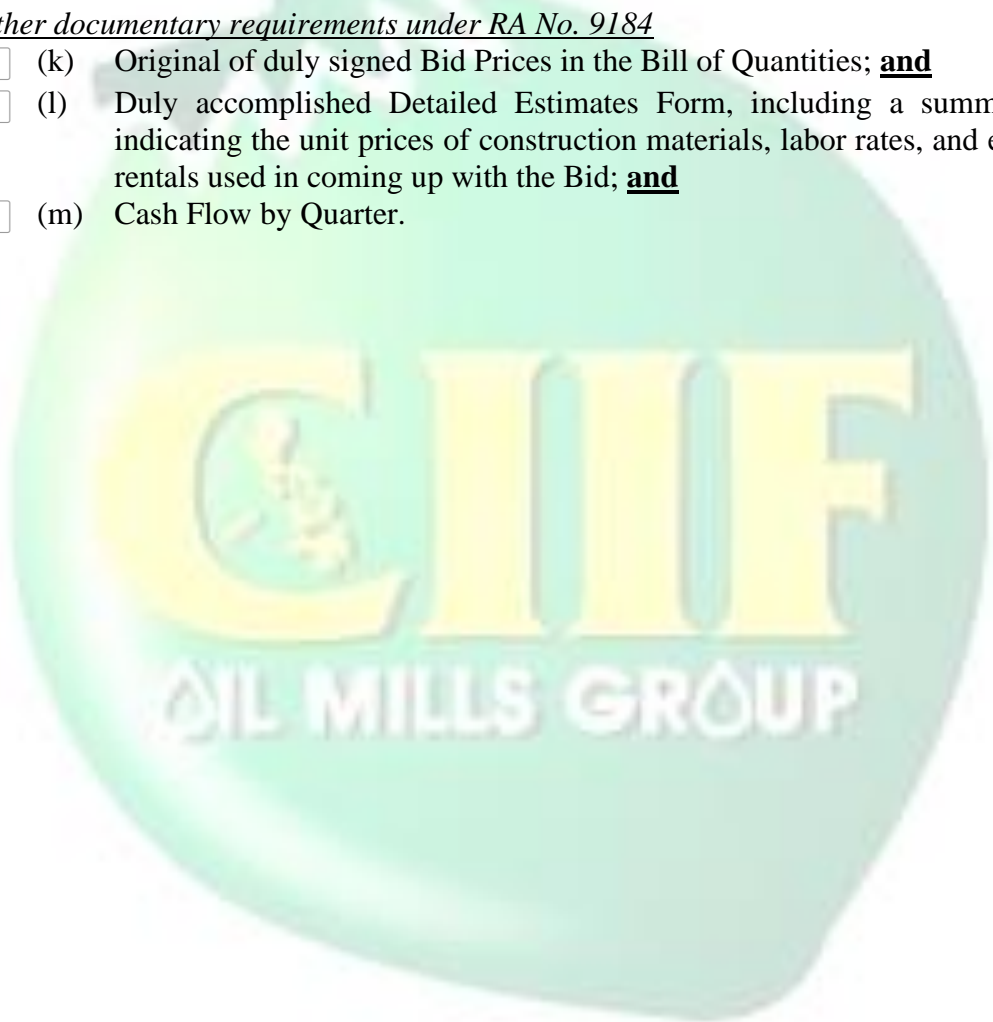
- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the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



Section X. Bidding Forms



Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
- c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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



Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. **[Select one, delete the rest:]**

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the

Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20___ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Annex “C”

Bid Form for the Procurement of Infrastructure

(shall be submitted with the Bid)

FINANCIAL BID FORM

Date: _____

Invitation to Bid No: _____

To: (name and address of Procuring Entity)

Having examined the Philippine Bidding Documents (PBDs) for the “**Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc.**” including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, declared that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the above-mentioned Procurement Project;
- b. We offer to execute the Works for this Contract in accordance with the PBDs.
- c. Below is the total price of our Bid in words and figures, excluding any discounts offered

| Particulars | Bid (in words) | Bid (in Php) |
|---------------------------------------|----------------|--------------|
| Rewiring of Oil Mill Expeller Section | | |
| Total Bid | | |

Note: The total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [government applicable taxes e.g. (i) Value Added Tax (VAT), (ii) Income Tax, (iii) Local Taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates

- d. The discounts offered and the methodology for their application are: [insert information];
- e. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- f. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- g. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- h. If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract,

or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;

- i. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- j. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed

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

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

We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

The undersigned is authorized to submit the bid on behalf of (name of the bidder) as evidenced by the attached (state the written authority).

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

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of _____

Date: _____

² currently based on GPPB Resolution No. 09-2020

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

NAME OF CONTRACT TO BE BID: REWIRING OF OIL MILL EXPELLER SECTION OF LEGASPI OIL COMPANY, INC.

This is to certify that _____ has the following ongoing government and private contracts including contracts awarded but not yet started.

| Name of the Contract | Date of the Contract | Contract of Duration | Owner’s Name & Address | Kind of Goods | Amount of Contract | Value of Outstanding Contract | Date of Delivery |
|----------------------|----------------------|----------------------|------------------------|---------------|--------------------|-------------------------------|------------------|
| I. GOVERNMENT | | | | | | | |
| | | | | | | | |
| II. PRIVATE | | | | | | | |
| | | | | | | | |

INSTRUCTIONS:

- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

1. Notice of Award or any equivalent documents;
2. Notice to Proceed or any equivalent documents; and
3. Other supporting documents

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

ANNEX “E”

**STATEMENT OF THE BIDDER’S SINGLE LARGEST COMPLETED CONTRACT
(SLCC)**

NAME OF CONTRACT TO BE BID: **REWIRING OF OIL MILL EXPELLER SECTION OF LEGASPI OIL COMPANY, INC.**

This is to certify that _____ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) within the last five (5) years:

| Name of Contract | Date of Contract | Duration of Contract | Owner’s Name and Address | Kinds of Goods | Amount of Completed Contract | Date of Delivery | End User’s Acceptance or Official Receipt(s) or Sales Invoice (If completed) |
|------------------|------------------|----------------------|--------------------------|----------------|------------------------------|------------------|--|
| | | | | | | | |

Instructions:

- a. Cut-off date: The day before the deadline of submission and opening of bids.
- b. In the column for “End-user’s Acceptance”, indicate the date of acceptance or Official Receipt(s)
- c. or Sales Invoice.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

1. Contract or Purchase Order;
2. Sales Invoice; and
3. Certificate of Performance/Acceptance

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

ANNEX “F”

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

ANNEX "G"

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

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

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

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

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

Submitted By:

Name of the Supplier / Distributor / Manufacturer

Signature of Authorized Representative

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

**SWORN CERTIFICATION / AFFIDAVIT OF COMPLIANCE
WITH THE TECHNICAL SPECIFICATIONS**

**RE: REWIRING OF OIL MILL EXPELLER SECTION OF LEGASPI
OIL COMPANY, INC.**

I, [NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE], Filipino, of legal age, with address at [BIDDER'S ADDRESS], after having been duly sworn in accordance with law, depose and state:

1. I am the President/ Chief Executive Officer of [NAME OF BIDDER]. I have been duly authorized by the [NAME OF BIDDER]'s Board of Directors to execute this *Sworn Certification* on behalf of [NAME OF BIDDER], as shown by the secretary's certificate attesting to the board resolution that is attached hereto as **Annex “I”**.
2. In connection with the [NAME OF BIDDER]'s bid for the *“Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc. (LEG-2024-007)”* (“Project”), I hereby attest on behalf of [NAME OF BIDDER] that:
 - 2.1. [NAME OF BIDDER] represents and warrants that the *Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc.* to be supplied by [NAME OF BIDDER] complies with the specifications under the Philippine Bidding Documents;

2.2. [NAME OF BIDDER] recognizes and accepts that compliance with the representation and/or warranty expressed in Clause 2.1 of this *Sworn Certification* is a continuing requirement. Should it be awarded the Contract for the Project, [NAME OF BIDDER] binds itself that it shall continue to comply with the said representation and/or warranty until the [NAME OF BIDDER] has completely delivered to Legaspi Oil Company, Inc. the *Rewiring of Oil Mill Expeller Section of Legaspi Oil Company, Inc.* being contemplated by the Philippine Bidding Documents;

2.3. [NAME OF BIDDER] shall strictly comply with terms of the Philippine Bidding Documents and the corresponding Bid Bulletins that may be issued in connection therewith;

2.4. Without prejudice to the other remedies that are available to **LEGASPI OIL COMPANY, INC.**, [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result in the forfeiture of its bid security/performance bond in favor of **LEGASPI OIL COMPANY, INC.**; and

2.5. [NAME OF BIDDER] represents and warrants that all the foregoing information are true and correct. Any falsity, error, or misrepresentation shall automatically disqualify [NAME OF BIDDER] from being awarded the Contract for the Project.

3. I am executing this *Sworn Certification/Affidavit of Compliance with the Technical Specifications* to attest to the truth of the foregoing.

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

[NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE],

Affiant

SUBSCRIBED AND SWORN to before me this __ day of _____
2023 in _____, affiant, who is personally known to me, exhibiting to
me the following:

| Affiant | Competent Evidence of Identity | |
|---|--------------------------------|---------------------------|
| | Type of ID | ID Number and Expiry Date |
| NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE, | | |

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2024.

Appendix "I"

Sealing of Bids as defined in
Section 16 of the ITB
(Illustration of bids with 1
original, 1 duplicate and PDF
File copy (in 2 USBs), each box
in the diagram represents a
sealed enveloped)

