



**Supplemental/Bid Bulletin No. 1**

**PROCUREMENT OF AUTOMATIC POWER FACTOR CORRECTION PANEL FOR  
THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL  
OFFICE (DENR-CO)  
Bid Ref. No. DENR-CO-2024-045**

**Approved Budget for the Contract: ₱15,000,000.00**

This **Supplemental/Bid Bulletin No. 1** is being issued to respond to clarification emailed by the prospective bidder and to revise specifications/provisions in the Bidding Documents for the aforesaid project.

<b>A. Revision to provisions / specifications in the Bidding Documents</b>	
<b>SECTION VI. SCHEDULE OF REQUIREMENTS</b>	
Schedule of Requirements (Terms of Reference as of 05 August 2024)	Revised Schedule of Requirements (Terms of Reference as of 21 August 2024)
<b>SECTION VII. TECHNICAL SPECIFICATIONS</b>	
Procurement of Automatic Power Factor Correction Panel for the DENR-CO as per Terms of Reference dated 05 August 2024	Procurement of Automatic Power Factor Correction Panel for the DENR-CO as per <b>Terms of Reference dated 21 August 2024</b>
<b>B. Response to Clarifications</b>	
Request for reconsideration from a single 50% completed contract to 50% total of cumulative contracts.	<b>Request denied.</b>

Bidders are advised to use the following forms and submit together **with all the other required documents** for the submission of bids on **4 September 2024 at 11:00 AM:**

- 1. Section VI-Revised Scheduled of Requirements (Terms of Reference as of 21 August 2024)**
- 2. Section VII-Revised Technical Specifications**

Also, please use the **Revised Checklist of Technical and Financial Documents** as a guide/reference.

This Supplemental/Bid Bulletin No. 1 shall form part of the Bidding Documents. Any provisions in the Bidding Documents inconsistent herewith are hereby amended, modified and superseded accordingly.

For guidance and information of all concerned.

Issued this 22<sup>nd</sup> of August 2024 in Quezon City.

Approved by:

*(sgd)***EVELYN G. NILLOSAN**  
Chief, Management Division &  
Alternate Vice Chairperson, Bids and Awards Committee

<b>Received by:</b>		
_____ (SIGNATURE OVER PRINTED NAME)	_____ (DATE)	_____ NAME OF COMPANY
(PLEASE RETURN OR FAX THIS PAGE ONLY TO THE DENR BAC OFFICE @ 8926-2675)		

## Section VI - Revised Schedule of Requirements

**Instruction to Bidders:** Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".

### A. TERMS OF REFERENCE as of 21 August 2024

#### TERMS OF REFERENCE (As of August 21, 2024)

**Supply, Delivery, Installation, Testing, Commissioning and Replacement of the Automatic Power Factor Correction Panel**  
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

#### 1. ABSTRACT

Title of the Project	:	<b>Supply, Delivery, Installation, Testing, Commissioning and Replacement of the Automatic Power Factor Correction Panel</b>
Project Location	:	<b>DENR Central Office, DENR Compound, Visayas Avenue, Diliman, Quezon City, Metro Manila, 1128</b>
Approved Budget for the Contract (ABC)	:	<b>P 15,000,000.00</b>
Duration Period	:	<b>90 Calendar Days</b>

#### 2. OBJECTIVES

- 2.1. To provide the prospective service provider with sufficient background information on the **Supply, Delivery, Installation, Testing, Commissioning and Replacement of the Automatic Power Factor Correction Panel at DENR Compound, Visayas Avenue, Diliman, Quezon City, 1128**, which will be completed within **90 calendar days** at a cost most advantageous to the government in an acceptable quality and workmanship;
- 2.2. To improve power factor to reduce reactive power consumption and enhance the efficiency of the electrical system;
- 2.3. To describe the proposed project and its components in detail; and
- 2.4. To determine the roles and responsibilities of the winning service provider before, during, and after the completion period.

#### 3. SCOPE OF WORKS

- 3.1. The Service provider, at their own expense, shall supply the necessary documents, labor, materials, transportation, tools, supplies, equipment, and appurtenances;
- 3.2. The Service provider shall manage and supervise the Project to its satisfactory completion in accordance with the Plans, Specifications, and Terms of Reference

Supply, Delivery, Installation, Testing, Commissioning and Replacement of the Automatic Power Factor Correction Panel  
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

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(TOR) approved by the Head of the Procuring Entity (HoPE) or any duly authorized representative;

3.3. The Service provider shall conduct site inspection to determine the specific needs of the project; and

3.4. The Service provider shall perform the following tasks:

**3.4.1. CLEARANCES**

a. Secure the following permit:

- Work Permit: permit issued by the General Services Division (GSD), including the rules and regulations to be observed by the Service provider for the duration of the project; and
- Notice to Proceed (NTP): notice issued by the HoPE to initiate and authorize the mobilization and implementation of the project

**3.4.2. MOBILIZATION AND DEMOBILIZATION**

- a. Mobilize and transport equipment, materials, and employees to the site upon receipt of NTP to the project site;
- b. Conduct meeting with the GSD-BMS prior to the issuance of Work Permit; and
- c. Demobilize or remove the same upon receipt of clearance from GSD after the completion of the project.

**3.4.3. STORAGE**

- a. Deliver all supplies and materials at a location designated by the Director of Administrative Service or any duly authorized representative;
- b. Ensure that all supplies and materials are properly turned over and delivered on the designated location in good quality and condition;
- c. Provide a record of delivery indicating its time; and
- d. Store materials to ensure the preservation of their quality and fitness for their work and to facilitate prompt inspection.

**3.4.4. DEMOLITION AND REMOVAL WORKS**

- a. Incorporate an itemized list of the necessary demolition and removal works to complete the Project;
- b. Perform demolition of all existing structures and kind of obstructions as incorporated in the list within the limit of the project while preventing damage to other facilities in accordance with all applicable laws and ordinances;
- c. Place all unnecessary materials or debris in all approved containers to prevent the spread and accumulation of dust and dirt;

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(DENR Compound, Visayas Avenue, Diliman, Quezon City)

- d. Remove all debris from the project site as often as necessary, but not less than once at the end of each work day; and
- e. Turn over all salvaged materials to the GSD - Building Management Section (BMS) for assessment and coordinate with Property and Supply Management Division for storage or disposal based on the assessment.

**3.4.5. DAMAGE PREVENTION**

- a. Secure the construction site to prevent illegal entry or work damage during the entire duration of the contract;
- b. Provision of Safety signage appropriate barricade and warning signs;
- c. Undertake all necessary precautions to prevent damages to all existing structures, which are to remain and do not require any modification; and
- d. Assume full responsibility for all incurred damages to all existing structures resulting from the actual construction.

**3.4.6. INSTALLATION WORKS**

- a. Supply and install 500KVAR 10steps 480V Automatic Power Factor Correction Panel with Controller Monitoring.

**3.4.7. ELECTRICAL WORKS**

- a. Perform all electrical works in accordance with the approved Specifications, Plans, and governing Codes and Regulations, such as the Philippine Electrical Code, National Fire Alarm Code (NFPA 72), Fire Code of the Philippines and Department of Public Work and Highways (DPWH);
- b. Fabricate, furnish, deliver, and install activities at the subject premises;
- c. Comply to the required standards for the furnishing of all labor, materials, and equipment necessary for the complete installation of the work specified herein and as indicated on the drawings;
- d. Conduct a thorough assessment of the existing power system conditions before installation;
- e. Conduct Insulation Resistance Test, Voltage Test between terminal and Operational Test on its components;
- f. Perform comprehensive testing of the capacitor bank, including functionality and safety checks;
- g. Capacitor bank shall suitable for a network voltage 440v to 480v;
- h. Ensure the successful integration of the capacitor bank into the existing power system;
- i. Label / Identification / Nameplate for each components that will install;
- j. Conduct testing, commissioning and user training; and



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- k. Install and ensure the system, including all areas, into operation.

**3.4.8. CLEANING**

- a. Remove and dispose of all dirt and debris and keep project site clean, neat, and orderly at all times during the progress of the work to prevent accidents; and
- b. Collect and remove all debris from the site daily.

**3.4.9. ADDITIONAL WORKS**

- a. Perform other works not stated above but necessary to the completion of the Project; and
- b. Provide additional works as necessary with the approval by DENR's authorized representative.

**3.4.10. TRAINING, TESTING, AND COMMISSIONING**

- a. Predelivery inspection and pre-acceptance test shall be conducted at the factory of capacitor bank by eight (8) technical personnel of DENR (technical working group member and Inspection and pre-acceptance committee member)
- b. Provision of training to ten (10) DENR Maintenance Personnel. The training shall include transfer of technology in the operation, maintenance, troubleshooting, and repairs with certificate of attendance/participation; and
- c. Site Testing of all equipment.

**4. GENERAL REQUIREMENT**

- 4.1. The Service provider shall visit the site and thoroughly inspect existing facilities and properly consider, in the preparation of the supply and installation, how such conditions will affect the work indicated on the Plans and Specifications. Failure to do so will in no way relieve the Service provider of the responsibility for furnishing labor, materials, and equipment required;
- 4.2. The Service provider shall supply and submit a list of manpower, materials, and equipment necessary for the project in accordance with the approved Specifications, Plans, and Terms of Reference;
- 4.3. The Service provider shall prepare and submit a soft copy stored in a flash drive and a hard copy with signed and sealed of the following As built plan and Schematic Diagram;
- 4.4. The Service provider shall submit pictures taken before, on-going, and after the installation of the project;
- 4.5. The Service provider shall submit an accomplishment report, which is accompanied with pictures and addressed to the Director of Administrative Service or any authorized representative, every Friday of each week;
- 4.6. The Service provider shall finish with first class workmanship to the satisfaction of the HoPE or any duly authorized representative;

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- 4.7. The Service provider shall only use materials in accordance to the standards of the Bureau of Research and Standards of the Department of Public Works and Highways (DPWH), the Department of Science and Technology (DOST), or the Department of Trade and Industry (DTI);
- 4.8. The Service provider shall adopt a procedure to mitigate the effects to the environment due to installation, repair, and other activities;
- 4.9. The Service provider shall offer a system/equipment that is in the Philippines Market for at least minimum of fifteen (15) years;
- 4.10. The Service provider must have at least fifteen (15) years' experience in providing similar contract (supply, delivery, installation, testing, commissioning, replacement of the Automatic Power Factor Correction Panel, installation of capacitor bank and installation or upgrading of high voltage feeder line connection) by submitting proof of documents (i.e. Contract, Purchase Order (PO) or any equivalent document dated not later than year 2009) with active contact details;
- 4.11. All materials shall be subject to approval of the end user prior installation; and
- 4.12. The Service provider shall follow guidelines issued by the Inter-Agency Task Force, DPWH, Quezon City Government, and other offices, agencies, and departments of the Philippines.

**5. EQUIPMENT AND MANPOWER REQUIREMENT**

5.1. The Service provider shall provide the following key personnel:

Key Personnel	Minimum Years of Experience Required	Documents
Project Engineer (Electrical Engineer)	Five (5) years List of completed or on-going contracts of similar in nature which involves supply and installation of electrical equipment.	Curriculum Vitae, Valid Professional Identification Card issued by Professional Regulation Commission
Senior Electrician		Curriculum Vitae, Valid TESDA NC II (Electrical Installation and Maintenance)

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Safety Officer	Three (3) years in Occupational Safety/Risk Assessment	Curriculum Vitae, Construction Occupational Safety and Health Training Certificate
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5.2. The Service provider shall provide the following Support Staff with at least 3 years of experience in their field of work:

5.2.1. Electrician/s;

5.2.2. Technician/s;

5.3. The Service provider shall provide Laborer(s), with no minimum requirement as to number of years of experience;

5.4. The Service provider shall provide the following minimum equipment:

5.4.1. Grinders;

5.4.2. Electrical Tools, such as but not limited to pliers, voltmeter, and ammeter;

5.4.3. Cleaning Equipment, such as vacuum

5.5. The Service provider shall have no history of overdue deliveries or unperformed services intended for the DENR.

**6. MODE OF PAYMENT**

6.1. The ABC of this project, which is not necessarily the contract amount, is fifteen Million pesos (Php 15,000,000.00), inclusive of all applicable government taxes and charges;

6.2. The Service provider shall not claim additional payments or damages for any delay or extra expense caused by encountering construction or materials other than anticipated or different from those indicated;

6.3. In consideration of the services to be performed under this TOR, the DENR shall pay the Service provider the contract amount, inclusive of all applicable taxes;

6.4. The DENR shall, upon written request by the Service provider which shall be submitted as a contract document, make an advance payment to the service provider in an amount not exceeding fifteen percent (15%) of the total contract price upon submission of an irrevocable letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission;

6.5. The advance payment shall be repaid by the service provider by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for advance payment;

6.6. Upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank, the advance payment shall be allowed and paid



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within forty five (45) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the Works are delivered, and accompanied by a claim for the advance payment;

6.7. Terms of Payment shall be Progress Billing;

PAYMENT	DELIVERABLES	PERCENTAGE OF CONTRACT PRICE	DOCUMENTARY REQUIREMENTS
Progress Billing No. 1	Gantt Chart and PERT/CPM detailing that 50% of the Progress Billing is accomplished	50%	<ul style="list-style-type: none"><li>• Billing Request letter</li><li>• SOWA/Progress Photos</li><li>• Notice to Proceed</li><li>• Notice of Award</li><li>• Contract</li><li>• Bank details</li></ul>
Final Billing	Gantt Chart and PERT/CPM detailing that 100% of the Progress Billing is accomplished	50%	<ul style="list-style-type: none"><li>• Billing Request letter</li><li>• SOWA/Progress Photos</li><li>• Notice to Proceed</li><li>• Notice of Award</li><li>• Contract</li><li>• Bank details</li><li>• Certificate of Acceptance</li><li>• Certificate of Completion</li><li>• Warranty Certificate</li><li>• As built drawing (Schematic Diagram)</li></ul>

6.8. Progress payments are subject to retention of ten percent (10%) referred to as the retention money. Such retention shall be based on the total amount due to the Service Provider prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by the procuring entity, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed.

6.9. Payment is given in full only after completion and acceptance of the project.

**7. WARRANTY**

7.1. The Service provider shall issue a certificate of warranty, which ensures the duration the Project shall last, to the DENR as deemed necessary by the Director of Administrative Service or any authorized representative;

7.2. The response time for technical assistance shall be within 24 hours from receipt of notice for service, including repair and replacement; and

7.3. The DENR shall be notified in case the office address and contact details of the Service provider changes.

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Correction Panel  
(DENR Compound, Visayas Avenue, Diliman, Quezon City)

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**8. MISCELLANEOUS PROVISION**

- 8.1. The Service provider shall comply with the Environment Management System (EMS) being practiced by the DENR CO in accordance with ISO 14001-2015 by providing the following:
  - 8.1.1. A List of pre-identified Environmental Aspects and Impacts and the corresponding operational control or crisis response procedures in cases of emergency situations shall be submitted to the GSD three (3) days upon receipt of the NTP;
  - 8.1.2. All supplies and materials to be brought inside the DENR premises shall be green labelled or environment friendly (if applicable) and bear the corresponding Material Safety Data Sheet (MSDS);
  - 8.1.3. All toxic and hazardous materials necessary for the completion of the project shall be properly labelled with MSDS and placed in a secondary containment, which shall be located at the safest place in the working area; and
  - 8.1.4. All toxic and hazardous wastes generated shall be properly turned over to the Materials Recovery Facility (MRF) of the DENR CO for the inventory and subsequent disposition enlisting the services of authorized treater/transporter.
- 8.2. The Service provider shall ensure that all staff must wear their proper working apparels with IDs and provided with necessary safety gears;
- 8.3. The Service provider shall strictly prohibit the use of polystyrene foam, such as Styrofoam, and plastic in the working area;
- 8.4. The Service provider shall comply with all existing laws, decrees, ordinances, acts and regulations of the Philippines that may affect the contract in any way, including the express and implied warranties and liabilities which may be found therein;
- 8.5. The Service provider shall comply with all existing laws and pertinent local legislation, executive and administrative orders, together with all implementing rules and regulations issued by the Department of Labor and Employment (DOLE) and other relevant governmental authorities; and
- 8.6. The Service provider deploys well trained and thoroughly screened staff who are physically and mentally fit as supported by certification documents issued by the Human Resources (HR) Department of the service provider, including an updated medical certificate with Neuro-Psychiatric exam, Drug Test, and a valid NBI clearance. These shall be part of post qualification documents.

**9. VIOLATION OF THE TERMS AND CONDITIONS**

- 9.1. The Service provider shall hold the DENR free from any and all claims, liabilities, losses and suits arising from the Service provider, or the acts, omissions, or conduct of all persons employed or allowed by the Service provider or participate or assist in the performance of its obligations under this TOR;
- 9.2. The DENR shall have the right to declare this Agreement rescinded and terminated after due notice upon failure of the Service provider to comply with

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any terms and conditions of this Agreement without prejudice to such other rights of the DENR to proceed against the Service provider as may be warranted by the circumstances, including forfeiture of performance security and/or the filing of appropriate administrative, civil, or criminal charges against the responsible persons; and

- 9.3. If the Service provider violates any of the terms and conditions of this TOR, or shall neglect to perform any of their work, duties, functions, responsibilities or obligations stipulated herein, or for any other causes shall not carry the tasks in acceptable manner, and by the reason thereof, the DENR suffers damages or losses, the Service provider shall be assessed a penalty in the form of liquidated damages in the amount of at least equal to 1/10 of 1% of the cost of the unperformed portion for every day of delay. The Service provider shall be subject to Administrative sanctions pursuant to RA 9184 and it's IRR.

**REPLACEMENT OF AUTOMATIC POWER FACTOR CORRECTION PANEL**

DESCRIPTION	QTY	UNIT
<b>GENERAL REQUIREMENTS</b>		
Mobilization/Demobilization	1.00	lot
Safety (PPE's, barricades, safety signage)	1.00	lot
Permits, Fees, Licenses, and Insurances	1.00	lot
Temporary Facilities (TEMFACIL)	1.00	lot
<b>MATERIALS</b>		
500KVAR 480V 10 Steps Capacitor Bank	1.00	sets
Electrical wires	1.00	lot
<b>OTHERS</b>		
Training and Factory Acceptance Test	1.00	lot
Removal of existing and Installation of newly supplied capacitor bank	1.00	lot
Site testing and commissioning, putting the system into operation	1.00	lot
<b>SUMMARY OF COSTS</b>		
<b>DIRECT COST:</b>		
A. Materials and Others		
B. Labor		
<b>INDIRECT COST:</b>		
Overhead Expenses		
Contingencies		
Miscellaneous		
D. OCM		
E. Contractor's Profit		
F. VAT & Withholding Tax		


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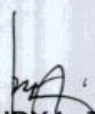
Supply, Delivery, Installation, Testing, Commissioning and Replacement of the Automatic Power Factor  
Correction Panel  
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Prepared and Submitted by:

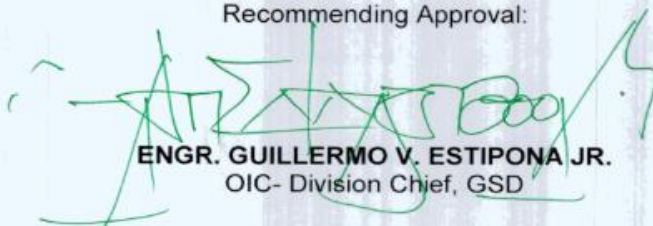
  
**ENGR. PAUL ANTHONY BILLONES, EE**  
Engineer II, GSD – BMS

  
**ANGELITO L. ESTRADA**  
Administrative Assistant V, GSD - BMS

Checked by:

  
**ENGR. RANDY L. TIIN, CE**  
Section Chief, GSD - BMS

Recommending Approval:

  
**ENGR. GUILLERMO V. ESTIPONA JR.**  
OIC- Division Chief, GSD

Approved by:

  
**ROLANDO R. CASTRO**  
Director, Administrative Service

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**B. OTHER REQUIREMENTS**

1. Bidder has no overdue deliveries or unperformed services intended for DENR.
2. Bidder did not participate as a consultant in the preparation of the design or technical specification of the GOODS/SERVICES subject of the bid.

**BIDDER'S UNDERTAKING**

*I/We, the undersigned bidder, having examined the Bidding Documents including Bid Bulletins, as applicable, hereby BID to (supply/deliver/perform/comply) the above Terms of Reference*

*I/We undertake, if our bid is accepted, to deliver the goods/services in accordance with the terms and conditions contained in the bid documents, including the posting of the required performance security within ten (10) calendar days from receipt of the Notice of Award.*

*Until a formal contract/order confirmation is prepared and signed, this Bid is binding on us.*

\_\_\_\_\_  
**Name of Company (in print)**

\_\_\_\_\_  
**Signature of Company Authorized Representative**

\_\_\_\_\_  
**Name & Designation (in print)**

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

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## Section VII-Revised Technical Specifications

**Instruction to Bidders:** **Please fill up the form accordingly and sign the Bidder's Undertaking. Failure to conform will result in a rating of "FAILED".**

Project Requirements	*Bidder's Statement of Compliance
Procurement of Automatic Power Factor Correction Panel for the DENR-CO as per <b>Terms of Reference dated 21 August 2024</b>	

I hereby certify to comply with the above Technical Specifications.

\_\_\_\_\_  
Name of Company (in print)

\_\_\_\_\_  
Signature of Company Authorized Representative

\_\_\_\_\_  
Name & Designation (in print)

\_\_\_\_\_  
Date

*\*Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB a(ii) and/or GCC Clause (iii)*

**DENR BIDS AND AWARDS COMMITTEE**

**REVISED CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS**

**Project:**            **PROCUREMENT OF AUTOMATIC POWER FACTOR CORRECTION PANEL FOR THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)**

**Bid Ref. No.**    **DENR-CO-2024-045**

**APPROVED BUDGET FOR THE CONTRACT: P15,000,000.00**

**ENVELOPE 1: TECHNICAL COMPONENT**

**CLASS "A" DOCUMENTS**

**A. LEGAL DOCUMENTS**

- (a) Valid and current **Certificate of PhilGEPS Registration (Platinum Membership)** (all pages) *in accordance with Section 8.5.2 of the iRR* (pursuant to GPPB Resolution No. 15-2021, dated 14 October 2021);

**B. TECHNICAL DOCUMENTS**

- (b) Statement 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 (per **Annex I**);

- (c) Statement of the Bidder's Single Largest Completed Contract (SLCC) of similar nature within the last five (5) years from date of submission and receipt of bids equivalent to at least fifty (50%) of the total ABC (per **Annex I-A**)

*Similar in Nature shall mean "Supply, delivery, installation, testing and commissioning of Automatic Power Factor Correction Panel"*

Any of the following documents must be submitted/attached corresponding to listed completed largest contracts per Annex I-A:

- i) Copy of End User's Acceptance; or
- ii) Copy of Official Receipt/s or Sales Invoice or Collection Receipt/s

- (d) Original Bid Security must be issued in favor of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES-CENTRAL OFFICE (DENR-CO)** (must be valid for at least 120 calendar days from the date of bid opening); any one of the following forms:

<b>Project ABC</b> <b>(₱)</b>	<b>Bid Security: Cash, Cashier's/ Manager's Check, Bank Draft / Guarantee, Irrevocable Letter of Credit (2%) (₱)</b>	<b>Bid Security: Surety Bond (5%) (₱)</b>	<b>Original Bid Securing Declaration</b>
15,000,000.00	300,000.00	750,000.00	No required Amount

1. Bid Securing Declaration per **Annex II**;
2. The Cashier's/Manager's Check shall be issued by a Local, Universal or Commercial Bank
3. The Bank Draft/Guarantee or Irrevocable Letter of Credit shall be issued by a Local Universal or Commercial Bank; or
4. Should bidder opt to submit a Surety Bond as Bid Security, the surety bond must be callable on demand and must be issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such bond. Together with the surety bond, a certification from Insurance Commission must be submitted by the bidder which must state that the surety or insurance company is specifically authorized to issue surety bonds.
5. For submission of Bank Draft/Guarantee or Irrevocable Letter of Credit or Surety Bond, the following must be stated/specified in the Bid Security pursuant to Section III, ITB Clause 18.5, to wit:

<input type="checkbox"/>	<p><i>The following are the grounds for forfeiture of Bid Security</i></p> <ul style="list-style-type: none"> <li>▪ <b>IF A BIDDER:</b> <ul style="list-style-type: none"> <li>a) Withdraws its bid during the period of bid validity.</li> <li>b) Does not accept the correction of errors pursuant to Section 32.2.1 of the IRR of RA 9184.</li> <li>c) Fails to submit the Post Qualification requirements within the prescribed period or a finding against their veracity thereof.</li> <li>d) Submission of eligibility requirements containing false information or falsified documents.</li> <li>e) Submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding.</li> <li>f) Allowing the use of one's name, or using the name of another for purposes of public bidding.</li> <li>g) Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid.</li> <li>h) Refusal or failure to post the required performance security within the prescribed time.</li> <li>i) Refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification.</li> <li>j) Any documented unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.</li> <li>k) Failure of the potential joint venture partners to enter into the joint venture after the bid is declared as successful.</li> <li>l) All other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.</li> </ul> </li> <li>▪ <b>IF THE SUCCESSFUL BIDDER:</b> <ul style="list-style-type: none"> <li>a) fails to sign the contract in accordance with Section 40 of the Revised IRR of RA 9184; or</li> <li>b) fails to furnish performance security in accordance with Section 40 of the Revised IRR of RA 9184.</li> </ul> </li> </ul>
<input type="checkbox"/>	<p>(e) Conformity with <b>Section VI. Revised Schedule of Requirements (Terms of Reference as of 21 August 2024)</b> and <b>Section VII. Revised Technical Specifications</b>, as enumerated and specified in the Bidding Documents.</p>
<input type="checkbox"/>	<p>(f) Original duly signed <b>Omnibus Sworn Statement</b> in accordance with Section 25.3 of the IRR of RA 9184 and using the prescribed form attached as <b>Annex III</b> with attached <b><u>Proof of Authority of the bidder's authorized representative/s</u></b>:</p> <ul style="list-style-type: none"> <li>i. <b>FOR SOLE PROPRIETORSHIP (IF OWNER OPTS TO APPOINT A REPRESENTATIVE):</b> Notarized Special Power of Attorney.</li> <li>ii. <b>FOR CORPORATIONS, COOPERATIVE OR THE MEMBERS OF THE JOINT VENTURE:</b> Notarized Secretary's Certificate evidencing the authority of the designated representative/s.</li> </ul> <p><b>Note:</b> <i>Should there be more than one (1) appointed authorized representatives, use the word <u>"any of the following"</u> or <u>"OR"</u>, otherwise, all authorized representatives must sign/initial the bid submission.</i></p> <p><b>IN THE CASE OF UNINCORPORATED JOINT VENTURE:</b> Each member shall submit a separate Special Power of Attorney and/or Secretary's Certificate evidencing the authority of the designated representative/s.</p>



**C. FINANCIAL DOCUMENTS**

(g) Net Financial Contracting Capacity (NFCC) computation, in accordance with ITB Clause 5.5, (per **Annex IV**).

The NFCC computation must at least be equal to the ABC of this project. The detailed computation using the required formula must be provided.

**OR**



Original copy of Committed Line of Credit (CLC) per **Annex IV-A** issued by a Local Universal or Local Commercial Bank at least equal to ten percent (10%) of the ABC of this project.

**In case of Joint Venture, the partner responsible to submit the NFCC shall likewise submit the Statement of all its ongoing contracts and the Latest Audited Financial Statements.**

**Class “B” Document: (For Joint Venture)**

**If applicable, For Joint Ventures, Bidder to submit either:**



- (i) Copy of the JOINT VENTURE AGREEMENT (JVA) in case the joint venture is already in existence, or
  - (ii) Copy of Protocol/Undertaking of Agreement to Enter into Joint Venture (**Annex V**) signed by 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 and must be in accordance with Section 23.1 (b) of the IRR
- In case the joint venture is not yet in existence, the submission of a valid JVA shall be within ten (10) calendar days from receipt by the bidder of the notice from the BAC that the bidder is the Lowest Calculated and Responsive Bid [Sec 37.1.4 (a) (i)]

(h) **The JVA or the Protocol/Undertaking of Agreement to Enter into Joint Venture (per Annex V) must include/specify the company/partner and the name of the office designated as authorized representative of the Joint Venture.**

**ENVELOPE 2: FINANCIAL COMPONENT**



- (a) Completed and signed Financial Bid Form. Bidder must use, accomplish and submit Bid Form (**Annex VI**); **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (**Annex VI-A or VI-B**).



The ABC is inclusive of VAT. Any proposal with a financial component exceeding the ABC shall not be accepted.