

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Contract Reference No. : IB_GOODS_2023-10-102

Name of Contract : PURCHASE, DELIVERY AND INSTALLATION OF
GENERATOR SET FOR KALINGA STATE UNIVERSITY
ADMINISTRATION BUILDING – BULANAO CAMPUS

Location of Contract : KALINGA STATE UNIVERSITY-MAIN CAMPUS, NATIONAL
HIGHWAY, PUROK 6, BULANAO, TABUK CITY, KALINGA

Name of Procuring Entity : KALINGA STATE UNIVERSITY (KSU)



Kalinga State University envisions to be "a Knowledge and Technology Hub in Asia-Pacific Region"

Sixth Edition
July 2020

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting

the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control, and drainage, water supply, sanitation, sewerage, and solid waste management systems, shore protection, energy/power, and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



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BIDS AND AWARDS COMMITTEE

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Section I. Invitation to Bid



INVITATION TO BID FOR PURCHASE, DELIVERY AND INSTALLATION OF GENERATOR SET FOR KALINGA STATE UNIVERSITY ADMINISTRATION BUILDING – BULANAO CAMPUS

1. The Kalinga State University, through the Internally Generated Fund (IGF) Fund for CY 2023 intends to apply the sum of One Million, Three Hundred Thirty-Seven Thousand, Five Hundred Philippine Pesos (Php 1,337,500.00) being the ABC to payments under the contract of the Project “Purchase, Delivery and Installation of Generator Set for Kalinga State University Administration Building – Bulanao Campus”/ IB_Goods_2023-10-102. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Kalinga State University now invites bids for the above Procurement Project. Delivery of the Goods is required **within Sixty (60) calendar days upon receipt of the Purchase Order**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, any of the following:
 - a) A contract similar to this project, equivalent to at least fifty percent (50%) of the ABC of the project;
or
 - b) The prospective bidders should have completed at least 2 similar contracts, the aggregate contract amounts should be equivalent to at least 50% of the ABC of the project. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **Kalinga State University** and inspect the Bidding Documents at the address given below during **office hours from 9 am to 4 pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 13, 2023 (Friday) until 1 pm of November 6, 2023 (Monday)** from the given address and websites 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 not more than Five Thousand Philippine Pesos (Php 5,000.00) as prescribed in the Guidelines for the sum of the ABC as stated above*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *either in person or through electronic means*. For online payment, kindly coordinate with the BAC Secretariat for issuance of the KSU bank account details.
6. The Kalinga State University will hold a **Pre-Bid Conference** on **October 20, 2023 (Friday), 10 am** at the **BAC Conference Room, Procurement Management Office, Administration Building, KSU-Main Campus, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga**, and/or through video conferencing or webcasting via **Google Meet Platform** at the link: meet.google.com/ysq-rtoy-xaj, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below, on or before **1 pm on November 6, 2023 (Monday)**. Late bids shall not be accepted.



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Bids and Awards Committee



8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **1:01 pm on November 6, 2023 (Monday)** at the given address below and/or via **Google Meet Platform** at the link: meet.google.com/qsr-wtpn-hmg. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders should comply with the applicable provisions of Section 23.4.1.1 of 2016 Revised IRR of R.A. 9184 (Eligibility Criteria for Procurement of Goods) and with a modified set of requirements integrating eligibility documents and criteria for procurement of goods as provided in Annex D of the 2016 revised IRR of RA No. 9184.
11. The **Kalinga State University** reserves the right to reject any and all bids, declare a failure of bidding, or not award the Contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Ricky James B. Sagun
BAC Secretariat
Procurement Management Office, Kalinga State University-Main Campus
Administration Building, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga 3800
procurementservice_bac@ksu.edu.ph
(074) 627-5321 / 09176240170
<https://ksu.edu.ph/>

13. You may visit the following websites:

For downloading of Bidding Documents: <https://ksu.edu.ph/bid/purchase-delivery-and-installation-generator-set-kalinga-state-university-administration>

October 13, 2023

(Sgd)
ROMUALDO U. WACAS, PhD
BAC Chairperson



Republic of the Philippines
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Tabuk City, Kalinga 3800
Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Kalinga State University**, wishes to receive Bids for the **Purchase, Delivery and Installation of Generator Set for Kalinga State University Administration Building – Bulanao Campus**, with identification number **IB_Goods_2023-10-102**.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP, through the source of funding as indicated below for **CY 2023** in the amount of **One Million Three Hundred Thirty-Seven Thousand Five Hundred Philippine Pesos (Php1,337,500.00)**.

2.2. The source of funding is:
Internally Generated Fund (IGF).

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration, and execution or implementation of the Contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at **BAC Conference Room, Procurement Management Office, Administration Building, KSU-Main Campus, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga**, and/or through video conferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC, as indicated in **ITB** Clause 5.3, should have been completed within **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in a foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to the delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case video conferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

18. Domestic Preference

- 18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items that participated in by the prospective Bidder.

- 19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

20. Post-Qualification

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

21. Signing of the Contract

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



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Section III. Bid Data Sheet

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Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be “Purchase, Delivery and Installation of Generator Set” with the following references:</p> <ul style="list-style-type: none"> a. Single Largest Completed Contract shall refer to any of the following: <ul style="list-style-type: none"> 1. A contract similar to the project with 50% of the ABC of the project; or 2. The bidder should have completed at least 2 similar contracts, and the aggregate contract amounts should be equivalent to at least 50% of the ABC. The largest of these similar contracts must be equivalent to at least 25% of the ABC. b. completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted DDP port of Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than 2% of the ABC for the project, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than 5% of the ABC for the project, if bid security is in Surety Bond.
19.3	The Project will be awarded by one lot. For the List of Items, please refer to Section VII- Technical Specifications.
20.2	<p>List of licenses and permits relevant to the Project and the corresponding law requiring it:</p> <ul style="list-style-type: none"> a. VAT or Non-VAT Registration Certificates; and b. Other appropriate licenses and permits, as may be required during post-qualification evaluation.
21.2	<p>Contract documents relevant to the Project:</p> <ul style="list-style-type: none"> a. The following relevant documents are to be submitted by the lowest calculated and responsive bidder after issuance of a notice of award: <ul style="list-style-type: none"> 1. Performance Security. The Winning Bidder shall be responsible for the extension of its performance security during the remaining period or duration of the Project reckoned from the date of the effectivity of the Contract, or for any contract time extension granted by the Procuring Entity, which shall be valid until final acceptance of the Project. <p>In place of the Performance Security, a post qualified bidder may submit an unnotarized Performance Securing Declaration (PSD) - Revised Edition, to guarantee its faithful performance of obligations under the Contract, subject to the following:</p> <ul style="list-style-type: none"> i) Such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with a prior similar offense, in the event it violates any of the conditions stated in the Contract. ii) The unnotarized PSD may be accepted, subject to submitting a notarized PSD before payment unless the same is replaced with performance security in the prescribed form. <p>The end-user may require the winning bidder to replace the submitted PSD with performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting the State of Calamity, or community quarantine or similar restrictions, as the case may be.</p> b. During or after the delivery, the Supplier shall submit the following requirements: <ul style="list-style-type: none"> 1. Delivery Receipt 2. Supplier’s Sales Invoice



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 Supplier, 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.

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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



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Section V. Special Conditions of Contract



Special Conditions of Contract

GCC Clause	
1	<p><i>Additional requirements for the completion of this Contract.</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad:</i></p> <p style="padding-left: 40px;">“The delivery terms applicable to the Contract are DDP delivered in the port of Manila in accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>“The delivery terms applicable to this Contract are delivered at the Kalinga State University- Main Campus, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements) and Section VII (Technical Specifications).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the Project Site is:</p> <p style="padding-left: 40px;">Mr. Joseph Tracy D. Labbutan Supply and Property Officer Supply and Property Management Office Kalinga State University-Main Campus, National Highway, Purok 6, Bulanao Tabuk City 3800, Kalinga, Philippines</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, insufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements), and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of 30 days. <i>If not used, a time period of 90 days, which is three times the warranty period.</i></p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none"> Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical, the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p>



	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from the use of the Goods or any part thereof.</p>
2.2	<i>Partial payment is not allowed..</i>
4	The inspections and tests that will be conducted are: Testing and Sealing by the Inspectorate and Acceptance Committee of the University, including a COA representative, TWG, and end-users' representatives.



Section VI. Schedule of Requirements

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

No.	Description	Qty	Unit	Delivered, Weeks/Months
1	Purchase, Delivery and Installation of Generator Set for Kalinga State University Administration Building – Bulanao Campus	1	Lot	Delivery shall be completed within SIXTY (60) CALENDAR DAYS upon acceptance of the Purchase Order

Note:

Contract Warranty:

- a) *Contract Warranty: One (1) Year Warranty* against factory defects, or 1000 running hours whichever comes first. It will start after the turn-over and acceptance of delivery by the end-user.
- b) *To be delivered at: Supply and Property Management Office (SPMO), Administration Building, KSU-Main Campus, National Highway, Purok 6, Bulanao, Tabuk City, Kalinga, Philippines*

I hereby certify to comply and deliver the above requirements.

 Name of Company/Bidder

 Signature Over Printed Name
 of Representative

 Date



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Section VII. Technical Specifications

Technical Specifications

ITEM NO.	ITEM AND DESCRIPTION	QTY	UNIT	STATEMENT OF COMPLIANCE <i>[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 Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification, or the execution of the Contract may be regarded as fraudulent and render the Bidder or Supplier liable for prosecution subject to the applicable laws and issuances.]</i>
1	Purchase, Delivery and Installation of Generator Set for Kalinga State University Administration Building – Bulanao Campus	1	set	
	<p>DIESEL GENERATOR (Stand-by) Specifications are as follows:</p> <ul style="list-style-type: none"> ✓ 150kVA, 1Ø, 230V, 60Hz, 370A, 1pf, 1800rpm ✓ Silent type, factory assembled canopy ✓ Silent type, outdoor application ✓ Brand new brushless alternator, single bearing, flange connection, IP23, H insulation class, with AVR ✓ Heavy duty steel channel base frame ✓ Heavy duty industrial type silencer c/w flexible bellow ✓ Vibration damping supports between Engine/Alternator and base frame ✓ Radiator with safety guard ✓ Smartgencontrol panel ✓ High capacity lead acid battery c/w battery cables ✓ Excellent anti-jamming function, adapt to extreme condition ✓ Independent overload protection ✓ Special on-off pre-warning system ✓ Unique sensors protection. Adapt to all sensors ✓ Emergency stop button and with auto starting system ✓ Skid-mounted bottom fuel tank for 8 hours full load as standard supply ✓ Standard tool kits and complete operation/maintenance manuals to Engine/Alternator/Control Panel, etc. ✓ Exhaust silencer system 			



	Inclusions: ✓ Installation/ electrical works/ delivery ✓ Turnover of unit ✓ Training and orientation on operation and preventive maintenance on site during commissioning and testing ✓ Technician assistance during the 1 year warranty period (through a phone call or any other means of communication)			
Terms and Conditions:				
	a) Equipment and Components should be branded (not clone, imitation, or assembled) and brand new.			
	b) Availability of parts in the local market by local distributor			
	c) Provision of Technical Data Sheet indicating the brand name and model of item/s			
	d) Prior to issuing the Certificate of Complete Deliveries, the Equipment testing and sealing must be conducted with the end-users and TWGs.			
	e) One (1) Year Warranty against factory defects, or 1000 running hours whichever comes first. It will start after the turn-over and acceptance of delivery by the end-user.			
	f) During or after the delivery, the Supplier shall submit the following requirements: 1. Delivery Receipt 2. Supplier's Sales Invoice 3. Operations and Maintenance Manual 4. Warranty or KSU will deduct 1% on the total value of the equipment as Retention Money			

I hereby certify to comply with all the above Technical Specifications.

 Name of Company/Bidder

 Signature Over Printed Name
 of Representative

 Date

Section VIII. 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 Documents

Name of Project	PURCHASE, DELIVERY AND INSTALLATION OF GENERATOR SET FOR KALINGA STATE UNIVERSITY ADMINISTRATION BUILDING-BULANAO CAMPUS
Approved Budget for the Contract	Php 1,337,500.00
Name of Bidder	
Address of Bidder	

ITEM NO.	REQUIREMENTS	PASSED	FAILED
I. TECHNICAL COMPONENT ENVELOPE			
<i>Class "A" Documents</i>			
<u>Legal Documents</u>			
<input type="checkbox"/>	A. <input type="checkbox"/> Valid PhilGEPS Registration Certificate (Platinum Membership) (all Pages); <u>and</u> <input type="checkbox"/> Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; <u>and</u> <input type="checkbox"/> Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; <u>and</u> <input type="checkbox"/> Tax clearance per E.O. No. 398, s. 2005 , as finally reviewed and approved by the Bureau of Internal Revenue (BIR).		
<u>Technical Documents</u>			
<input type="checkbox"/>	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; <u>and</u>		
<input type="checkbox"/>	C. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the Contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; This statement shall be supported with any of the following as applicable: a) For Government Contracts: i. Certificate of Final Acceptance (CFA) and/or Certificate of Complete Deliveries (CCD) signed by Head of the Procuring Entity (HOPE) or its duly authorized representative, <u>or</u> ii. Official Receipt(s) of the bidder covering the full amount of the Contract; <u>or</u> Sales Invoice issued for the Contract, if completed. b) For Private Contracts: i. End-user's Acceptance, <u>or</u> ii. Official Receipt(s) of the bidder covering the full amount of the Contract; <u>and</u>		
<input type="checkbox"/>	G. Original copy of Bid Security. If in the form of a Surety Bond, also submit a certification issued by the Insurance Commission; <u>or</u> Original copy of Notarized Bid Securing Declaration; <u>and</u>		
<input type="checkbox"/>	H. Conformity with Technical Specifications , which include Production/ Delivery Schedule based on Section VI- Schedule of Requirements, and After-Sales/Parts, if applicable <u>and</u>		



ITEM NO.	REQUIREMENTS	PASSED	FAILED
<input type="checkbox"/>	<p>I. Original duly signed revised Omnibus Sworn Statement, with the following supporting paragraphs as follows:</p> <ol style="list-style-type: none"> 1) Signatory is proprietor/duly authorized representative of bidder. 2) Full power and authority to perform acts or represent bidder. 3) Not "blacklisted" or barred from bidding 4) Each document is authentic copy of original, complete, and correct. 5) Authorizing Head of Procuring Entity to verify all documents submitted. 6) Not related to HOPE, BAC, TWG, Secretariat, PMO/IU, within 3rd civil degree. 7) Complies with existing labor laws and standards. 8) Aware of and undertaken responsibilities as a bidder. 9) Did not give any commission, amount, fee, or consideration. 10) 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. 		
<input type="checkbox"/>	<p>i.1. 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 (<i>Authority of the signatory</i>)</p>		
<input type="checkbox"/>	<p>i.2. Integrity Pledge of KSU Service Provider with the attached ID of AMO <u>and</u></p>		
<i>Financial Documents</i>			
<input type="checkbox"/>	<p>J. The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; <u>and</u></p>		
<input type="checkbox"/>	<p>K. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.</p>		
<i>Class "B" Documents</i>			
<input type="checkbox"/>	<p>L. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; <u>or</u> duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.</p>		
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>			
<input type="checkbox"/>	<p>M. [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.</p>		



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ITEM NO.	REQUIREMENTS	PASSED	FAILED
<input type="checkbox"/>	N. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.		
<input type="checkbox"/>	O. Certificate of Exclusive Distributorship, if applicable		
<input type="checkbox"/>	P. License to Operate issued by a relevant government agency		

NOTE:

1. Any missing, incomplete, or patently insufficient document in the above-mentioned Checklist is a ground for outright rejection (non-complying) of the bid.
2. For hassle-free and easier bid evaluation, the Technical and Financial Envelopes are preferably soft bound and with Ear-Tabbing for each Checklist. Ring bound is discouraged.

CHECKED BY:

BAC MEMBER's/TWG's Name and Signature: _____

DATE AND TIME OF EVALUATION: _____

REMARKS: Eligible/ Passed
 Non-Eligible/ Failed



Checklist of Financial Documents

Name of Project :	PURCHASE, DELIVERY AND INSTALLATION OF GENERATOR SET FOR KALINGA STATE UNIVERSITY ADMINISTRATION BUILDING-BULANAO CAMPUS
Approved Budget for the Contract :	Php1,337,500.00
Name of Bidder :	
Address of Bidder :	

ITEM NO.	REQUIREMENTS	PASSED	FAILED
II. FINANCIAL COMPONENT ENVELOPE			
<input type="checkbox"/>	A. Original of duly signed and accomplished <u>Financial Bid Form</u>; <u>and</u>		
<input type="checkbox"/>	B. Original of duly signed and accomplished <u>Price Schedule(s)</u>		
<input type="checkbox"/>	C. <u>Technical Data Sheet</u> of Items		

NOTE:

1. Any missing, incomplete, or patently insufficient document in the above-mentioned Checklist is a ground for outright rejection (non-complying) of the bid.
2. For hassle-free and easier bid evaluation, the Technical and Financial Envelopes are preferably soft bound and with Ear-Tabbing for each Checklist. Ring bound is discouraged.
3. **Each and every page of the Documents comprising the Financial Proposal shall be signed by the duly authorized representative/s of the Bidder.** Failure to do so shall be a ground for the rejection of the bid.

CHECKED BY:

BAC MEMBER's/TWG's Name and Signature: _____

DATE AND TIME OF EVALUATION: _____

REMARKS:

- Complying**
- Non-Complying**

