# PHILIPPINE BIDDING DOCUMENTS PROCUREMENT OF GOODS/SERVICES

for the

REPAIR AND RE-WIRING OF ELECTRICAL FEEDER LINE FOR CANCER INSTITUTE BUILDING

Project Reference No.: BAC1-2024-01-0002

End-User: **OFFICE OF THE ENGINEERING & TECHNICAL SERVICES** 

UPM – PHILIPPINE GENERAL HOSPITAL TAFT AVENUE, MANILA

# **Preface**

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

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

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

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

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

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

# **Table of Contents**

Gloss	ary of Acronyms, Terms, and Abbreviations	4
Sectio	n I. Invitation to Bid	7
Sectio	n II. Instructions to Bidders	10
1.	Scope of Bid	11
2.	Funding Information	11
3.	Bidding Requirements	11
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5.	Eligible Bidders	11
6.	Origin of Goods	12
7.	Subcontracts	12
8.	Pre-Bid Conference	12
9.	Clarification and Amendment of Bidding Documents	13
10.	Documents comprising the Bid: Eligibility and Technical Components	13
11.	Documents comprising the Bid: Financial Component	13
12.	Bid Prices	13
13.	Bid and Payment Currencies	14
14.	Bid Security	14
15.	Sealing and Marking of Bids	15
16.	Deadline for Submission of Bids	15
17.	Opening and Preliminary Examination of Bids	15
18.	Domestic Preference	15
19.	Detailed Evaluation and Comparison of Bids	15
20.	Post-Qualification	16
21.	Signing of the Contract	16
Sectio	n III. Bid Data Sheet	17
Sectio	n IV. General Conditions of Contract	20
1.	Scope of Contract	21
2.	Advance Payment and Terms of Payment	21
3.	Performance Security	21
4.	Inspection and Tests	21
5.	Warranty	22
6.	Liability of the Supplier	22
Sectio	n V. Special Conditions of Contract	23
	n VI. Schedule of Requirements	
	n VII. Technical Specifications	
	n VIII. Checklist of Technical and Financial Documents	
	II TARA STINGUIDO VI A COMMON MIN I MINICAL INVESTIBLE (CALALA	

# Glossary of Acronyms, Terms, and Abbreviations

**ABC** –Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

EXW - Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** –Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

# Section I. Invitation to Bid

# **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 (*e.g.*, the application of a margin of preference in bid evaluation).

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



# **University of the Philippines**

The Health Sciences Center

#### **BIDS & AWARDS COMMITTEE 1**

BAC Office, PGH Compound Taft Avenue, Manila Tel. No. 8554-8400 local 3014 / 3015



# INVITATION TO BID FOR

Project Reference No.: BAC1-2024-01-0002

# REPAIR AND RE-WIRING OF ELECTRICAL FEEDER LINE FOR CANCER INSTITUTE BUILDING

- 1. The University of the Philippines Manila Philippine General Hospital (UPM-PGH), intends to apply the sum of TWENTY ONE MILLION ONE HUNDRED FORTY THREE THOUSAND ONE HUNDRED FIFTY FIVE PESOS & 42/100 (PHP21,143,155.42)ONLY through Fund 101, inclusive of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies, being the ABC to payments under the contract for Repair and Re-Wiring of Electrical Feeder Line for Cancer Institute Building, under Project Reference No.: BAC1-2024-01-0002. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The **UPM-PGH** now invites bids for the above Procurement Project. Delivery of the Goods is required within the period stated in Section VI, Schedule of Requirements. Bidders should have completed, *within two (2) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - Bidding is 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 *UPM-PGH BAC 1 Secretariat* and inspect the Bidding Documents at the address given below during office hours from *8:00AM to 4:30PM*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 17 January 2024 from the given address and website(s) below upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by

the GPPB, in the amount of <u>Eighteen Thousand Pesos (Php18,000.00) Only</u>. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

- 6. The UPM-PGHwill hold a Pre-Bid Conference on 26 January 2024, 9:30AMat Conference Room, BAC 1 Office, UPM-Philippine General Hospital, PGH Compound, Taft Avenue, Ermita, Manila and/or through video conferencing or webcasting *via ZOOM*, which shall beopen 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 **9:00AM**, **09 February 2024**. 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 14.
- 9. Bid opening shall be on **09 February 2024, 9:30AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The UPM-PGHreserves 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.
- 11. For further information, please refer to:

BAC 1 Secretariat
UP-Philippine General Hospital
PGH Compound
Taft Avenue, Manila
Talanhana Navi 8554, 8400 local 20

Telephone No.: 8554-8400 local 3014/3015 e-Mail Address: :bac1pgh.upm@up.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: [www.philgeps.gov.ph] [https://bidsandawards.upm.edu.ph/]

Dean CHARLOTTE M. CHIONG, MD, PhD
Chairperson
Bids and Awards Committee 1

# 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, UPM-PGHwishes to receive Bids for the **Repair and Re-Wiring of Electrical Feeder Line for Cancer Institute Building**, with identification number **BAC1-2024-01-0002**.

The Procurement Project (referred to herein as "Project") is composed of *One* (1)Lot - *Repair and Re-Wiring of Electrical Feeder Line for Cancer Institute Building* 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 *Fund 101* in the amount of Twenty One Million One Hundred Forty Three Thousand One Hundred Fifty Five Pesos & 42/100 (Php21,143,155.42) Only.
- 2.2. The source of funding is:
  - a. NGA, the General Appropriations Act

# 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 **ITB**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 exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
- ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 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 the BAC1 Conference Room, BAC1 Office, PGH Compound, Taft Avenue, Ermita, Manila and/or through ZOOM 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 *two* (2) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

# 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

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

# 13. Bid and Payment Currencies

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

# 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 <u>One Hundred Twenty</u> (120) calendar days from the date of opening of bids. Any Bid not accompanied by

<sup>&</sup>lt;sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

# 15. Sealing and Marking of Bids

Each Bidder shall submit two (2) copies – one (1) original and one (1) 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 videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

#### 18. Domestic Preference

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

# 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

# Option 1 – One Project with one-line item 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**.

# Section III. Bid Data Sheet

## **Notes on the Bid Data Sheet**

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						
5.3	For this purpose, contracts similar to the Project shall be:					
	<ul> <li>a. Repair and Re-Wiring</li> <li>b. Completed within two (2) years prior to the deadline for the submission and receipt of bids.</li> </ul>					
7.1	Subco	ntractir	ıg is noı	t allowed		
12	The price of the Goods shall be quoted DDP - <i>University of the Philippines Manila</i> – <i>Philippines General Hospital</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.					
14.1				ll be in the form of a Bid Securing Declaration amounts:	, or any of the	
	a. The amount of not less than the amount equivalent to two percent (2%) of ABC, 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 <i>the amount equivalent to five percent (5%) of ABC</i> if bid security is in Surety Bond.					
19.3	The <b>NFCC computation</b> , must be sufficient for the contract to be awarded to the Bidder:					
	Item No.     Qty.     UOM     Item Description     Unit Cost (PHP)					
	1	1	lot	REPAIR AND REWIRING OF ELECTRICAL FEEDER LINE FOR THE CANCER INSTITUTE BUILDING	21,143,155.42	
	TOTAL APPROVED BUDGET FOR THE CONTRACT: Php21,143,155.42					
20.2	Within a non-extendible period of five (5) days from receipt of the Notice of LCB/Post-Qualification from the BAC, the Bidder shall submit the following:					
	a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);					
	b) Latest Audited Financial Statement stamped "received by the BIR or its duly accredited and authorized institutions;					
	c) Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);(only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (eFPS) shall be accepted;					

	d) Mayor's or Business permit issued by the Local Government Unit having territorial jurisdiction of your principal place of business, or the equivalent document for Exclusive Economic Zones or Areas;
	e) Tax clearance per E.O. No. 398; s.2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
	f) Other appropriate licenses and permits required by law and stated in the Bidding Documents.
	In case of Joint Venture, all parties shall submit the same documentation as stated above.
21.2	The agency may opt to engage GPPB Resolution No. 06-2022 dated 12 September 2022 for the renewal of regular and recurring services.

# 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. In addition to tests in the SCC, Section IV (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

# 5. Warranty

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

# 6. Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

# **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 Goods purchased. 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** 

	Special Conditions of Contract				
GCC Clause					
	Delivery and Documents –				
1	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:				
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."				
	"The delivery terms applicable to this Contract are delivered to the <i>University of the Philippines Manila – Philippine General Hospital</i> . Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."				
Delivery of the Goods shall be made by the Supplier in accordance terms specified in <b>Section VI</b> ( <b>Schedule of Requirements</b> ).					
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is the assigned staff at Property and Supply Division.				
	Incidental Services –				
	The Supplier is required to provide all the following services, including additional services, if any/if applicable, specified in Section VI. Schedule of Requirements:				
	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 a detailed operations and maintenance manual for each				
	appropriate unit of the supplied Goods; d.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.				
	Spare Parts –				
	The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:				
	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:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient 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.

The spare parts and other components required are listed in **Section VI** (**Schedule of Requirements**) and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate here the time period specified. If not used indicate a time period of three times the warranty period].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [insert appropriate time period] months of placing the order.

### Packaging -

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

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

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

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

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. Transportation -Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. Regular and Recurring Services -"The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications." **Inspection and Tests –** 4 The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications.

Compliance with the Scope Works and Terms and Conditions

# 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.

Item Number	Description	Quantity	Delivered, Weeks/Months
1	REPAIR AND RE-WIRING OF ELECTRICAL FEEDER LINE FOR CANCER INSTITUTE BUILDING	1Lot	Upon receipt of the Notice to Proceed (NTP)

-	mit to deliver/perf Contract as indicate	<del>-</del>	l comprehensive	maintenance	services	upon
Name of Com		<b>a a b b c c</b>				
Signature over	Printed Name of Aut	horized Representa	itive			
Date						

# Section VII. Technical Specifications

# **Notes for Preparing the Technical 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 their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared 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 transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and 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 equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

# Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes 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 substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

# **Technical Specifications**

**IMPORTANTREMINDERS:** Biddersmuststatehereeither "Comply" or "NotComply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the medical and dental equipment as well as assistive devices 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, brochures, manuals, etc., as appropriate, which will provide substantial information of the goods or product/s to be supplied.

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.

**DIRECTION:** Indicate either "Comply" or "Not Comply" under the *Statement of Compliance* column and the appropriate attachment as reference document.

Item Number	Description	Quantity	STATEMENT OF COMPLIANCE (COMPLY/ DID NOT COMPLY)
1	REPAIR AND REWIRING OF ELECTRICAL FEEDER LINE FOR THE CANCER INSTITUTE BUILDING	1Lot	
	1. GENERAL REUIREMENTS		
	<ul> <li>a) Contractors interested in submitting proposals for this project must conduct a thorough examination of the project site.</li> <li>All proposals should account for</li> </ul>		
	any conditions that could impact the contracted work. The specifications and plans and the		
	scope of work or specifications must be addressed with the PGH Engineer or OETS 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		

- 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 Engineer or Architect to Oversee the work under their purview, and they must be present on the construction 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 PGH upon the project's completion.
- g) The approved plans or drawings must be present at construction site or office of the CONTRACTOR at all times.
- h) Regular coordination meetings shall be conducted with PGH, 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. plumbing. architectural. electrical and other related layouts in 20" x 30" original sheets. It should be properly drawn indicating all specifications, layouts, tables and necessary data. An initial layout should be submitted in a sheet for checking and approval of Project Engineer. Final "As built plans" shall be submitted in 20" x 30" tracing blueprints sheets. 3 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 building 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 PGH 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 the OETS of shop drawings, product data and/or samples of all materials for review. Submit at least three (3) options per material for approval.
- b) The OETS's 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 OETS 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 OETS.
- 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 General contractor OETS. This procedure applies to original submittals as well as required resubmittals. Each organization shall keep 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 CPDMO.
- 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 PGH.

# **Utility Services**

Provision of electric and water 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 Senior 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.

#### Civil works

CONTRACTOR are liable for equipment to perform the excavation, trench, restoration and other necessary civil works to finish the project. All tools, equipment & trucks for construction and hauling are carried by contractor with no additional cost.

Basic Electrical Materials and Methods

#### **Conduit System**

Intermediate Metal Conduit (IMC) is primarily required for expose work. Conduit runs shall be well supported especially on ceiling, Slab, and facade. Bends and offset shall be avoided if possible, but when necessary it shall be made with an approved Field bend or pipe/conduit bending machine. IMC conduit shall be supplied by reputable manufacturer

**Polyvinyl chloride (PVC)** is primarily required for the trench work. Conduit runs shall be well supported and supplied by reputable manufacturer

#### Restrictions

Supply and installation of all material not shown in the drawing nor mentioned in this specification but necessary for the completion of the construction works shall be included. Coordination with OETS and Project Engineer should be done for proper installation of all wiring systems.

#### **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 PGH Engineer in schedule to witness the testing. CONTRACTOR must provide test report signed by their Engineer or Manager on-site. Testing must are the following but not limited to:

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

#### **Conductors and Cables**

Wires shall be type THHN 600 volts insulation approved type building, for feeder line it must be Five (5) sets of [Three (3) - No. 250 mm squared THHN with 1-50 mm squared for grounding]. This type of wires are for Central Block to Cancer Institute Electrical Room

For Cancer Institute Electrical Room to Cancer Institute Elevator. Wires shall be THHN 600 volts insulation approved type building, feeder line size must be Two (2) Sets of [Three (3) - 200 mm squared THHN with 38 mm squared THHN grounding].

For Central Block to Powerhouse. Wires shall be THHN 600 volts insulation approved type building, feeder line size must be Two (2) Sets of [Three (3) - 250 mm squared THHN with 50 mm squared THHN grounding ] additional to existing.

Wires must be brand new, no damage or scratch and must be produced by reputable manufacture in the Philippines.

#### Raceway & Boxes

All Conduit boxes and fittings shall be standard manufactured by reputable electrical manufacturers. All conduit boxes not over 100 cubic inches in size, if constructed of sheet metal, the metal shall not be less than No. 14 US gauge and shall be set flush with the surface of the structure in which they are installed and where conduit runs are

concealed.

#### Panel board & Circuit breakers

Supply and Installation of new Main Circuit Breaker

- Main Panel (Proposed)- Located at Power House
  - Air Circuit Breaker -Free-Standing
    - ➤ 1200 AT, 3-phase, 480V in NEMA 1
- Main Panel (Proposed)- Located at Central Block
  - Air Circuit Breaker -Free-Standing
    - ➤ 1200 AT, 3-phase, 480V in NEMA 1
- Main Distribution Panel (Proposed) - Located at Cancer Institute Building New Electrical Room
  - Air Circuit Breaker -Free-Standing
    - ➤ 1200 AT, 3-Phase, 480V in NEMA 1
    - With 5 branch circuits
      - 1-800 AT, 800 AF, 3 pole, 480V, MCCB
      - 1-250 AT, 250 AF, 3 pole, 480V, MCCB
      - 1-175 AT, 200 AF, 3 pole, 480V, MCCB
      - 1-160 AT, 200 AF, 3 pole, 480V, MCCB
      - 1-Space, 400 AF, 3 pole,

480V, MCCB

- Distribution Panel (Existing) -Located at Cancer Institute Building Old Electrical Room
  - Moulded Case Circuit Breaker (New)
    - > 1-600AT, 3 pole, 230V
- Elevator Panel (Existing) -Located at Cancer Institute Building Elevator Lobby
  - Moulded Case Circuit Breaker (New)
    - > 1-600AT, 3 pole, 230V
- 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 PGH 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) Items of works which price "0" (zero) has been entered will not be paid for Procuring Entity or PGH Administration and shall be deemed covered by other rates and prices in the Contract
- e) 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%) if 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** Architect/Engineer and/or to the Chief of CPDMO 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. <b>COMPLETION PERIOD</b>
The Contractor is given <b>Sixty-Three</b>
(63) calendar days to execute the
repair works including the
installation all system requirements.
The Contractor shall coordinate to
the PGH Engineer and End-users for
the schedule of testing of systems
and other related job.

I hereby certify to comply and deliver all t	the above requirements.
Name of Company/ Bidder	
Signature over Printed Name of Represent	tative
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 and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Do</u>	
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(b)	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
(c)	and Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; and
(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).  and
(e)	Notarized UP Questionnaire
<u>Technica</u>	al Documents
(f)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <b>and</b>
(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <b>and</b>
[ (h)	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
[] (i)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <b>and</b>
[] (j)	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

(k)	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>
[] (l)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
	or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
	Class "B" Documents
(m)	If applicable, a duly signed joint venture agreement (JVA) 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.
	IAL COMPONENT ENVELOPE
(a)	Original of duly signed and accomplished Financial Bid Form; and
(b)	Original of duly signed and accomplished Price Schedule(s); <u>and</u> Original of duly signed and accomplished Price Schedule "Annex A"
Oth an do	aum entam, na quinam enta un den PA No. 0184 (aa annlieable)
	[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government
(b)	office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

#### Bid Form

Date: <u>09 February 2024</u>

Project Reference No.: BAC1-2024-01-0002

#### THE BIDS AND AWARDS COMMITTEE 1

UPM – Philippine General Hospital Taft Avenue, Manila

Gentlemen and/or Ladies:

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the Repair and Re-Wiring of Electrical Feeder Line for Cancer Institute Building, in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or 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: [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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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 certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

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 attached Schedule of Prices, 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:	

## Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

#### For Goods Offered from Abroad

Name	of Bidde	r:		Project ReferenceNo Page					
1	2	3	4	5	6	7	8	9	
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIPnamed place (specify border point or place of destination)	Total CIFor CIPprice per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit priceDelivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)	
Name	:							<del></del>	
Legal Capacity:									
Signa	Signature:								
Duly	Duly authorized to sign the Bid for and behalf of:								

## Price Schedule for Goods Offered from Within the Philippines [shall be submitted with the Bid if bidder is offering goods from within the Philippines]

#### For Goods Offered from Within the Philippines

Nam	ne of Bidde	er		Project Ref No			Page	eof	
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXWp er item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8 )	Total Price delivered Final Destination (col 9) x (col 4)
Nam	ne:								
	Legal Capacity:								
_	Duly authorized to sign the Bid for and behalf of:								
Duly	y autnorize	a to sign	tne Bid f	or and	benair of:				

#### **Contract Agreement**

THIS AGREEMENT made	the day of	20	between [name of
THIS AUREEMENT made	tile day of	20	between [name of
PROCURING ENTITY] of the Phi	ilippines (hereinafter o	called "the Entity	") of the one part
and [name of Supplier] of [city and	country of Supplier] (h	nereinafter called	"the Supplier") of
the other part;			

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

#### 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 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 integral part of this Agreement, *viz.*:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. 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;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. 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 [totalcontract 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 hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature] [Insert Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

#### **Acknowledgment**

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

#### **Omnibus Sworn Statement**

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]

## **Bank Guarantee Form for Advance Payment**

THE BIDS AND AWA UPM – Philippine Ger Taft Avenue, Manila	
Name of Contract:	
	Under Project Reference No
Gentlemen and/or La	idies:
Contract, which ame onditions of Contrac (hereinafter called the guarantee to guarant	the payment provision included in the Special Conditions of ends Clause <b>Error! Reference source not found.</b> of the General C to provide for advance payment, [name and address of Supplier] he "Supplier") shall deposit with the PROCURING ENTITY a bank tee its proper and faithful performance under the said Clause of the at of [amount of guarantee in figures and words].
unconditionally and merely, the payment right of objection on	financial institution], as instructed by the Supplier, agree irrevocably to guarantee as primary obligator and not as surety to the PROCURING ENTITY on its first demand without whatsoever our part and without its first claim to the Supplier, in the amount of guarantee in figures and words].
Contract to be performade between the P	t no change or addition to or other modification of the terms of the med thereunder or of any of the Contract documents which may be ROCURING ENTITY and the Supplier, shall in any way release us der this guarantee, and we hereby waive notice of any such change, tion.
	l remain valid and in full effect from the date of the advance the Supplier under the Contract until [date].
Yours truly,	
	Signature and seal of the Guarantors
[name of bank	or financial institution]
[address]	
[date]	

## **Bid Securing Declaration Form**

	EPUBLIC OF THE PHILIPPINES) TY OF) S.S.
X	X
	BID SECURING DECLARATION Project Reference No.:
UP	DS AND AWARDS COMMITTEE 1 PM-Philippine General Hospital ft Avenue, Manila
I/V	Ve, 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:
	<ul> <li>a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;</li> <li>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</li> <li>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.</li> </ul>
	WITNESS WHEREOF, I/We have hereunto set my/our hand/s this day of [month] ear] 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]

#### **Performance Securing Declaration (Revised)**

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)	
CITY OF) S.S.	

#### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- 2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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

#### **NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

Project Reference No.: **BAC1-2024-01-0002**ABC: **Php21,143,155.42** 

A. SummaryoftheApplicantSupplier's/Distributor's/Manufacturer'sassetsand liabilitiesonthebasisofthe <u>AuditedFinancialStatements</u>, submittedtothe Bureau of Internal Revenue (BIR).

		Year 2022
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity(NFCC) using the following formula, must be equal to the ABC to be bid:

NFCC=[(currentassets-currentliabilities)(15)]minusvalueofalloutstanding oruncompletedportionsoftheprojectsunderongoingcontracts,includingawarded contracts yet to be started coinciding with the contract to be bid.

**NFCC Computation** 

NFCC Computation		
DETAILS	Amount	
Current Assets		
	Minus	
Current Liabilities		
Difference of Current Assets and		
Current Liabilities		
	Multiplied by	
I/	15	
K The Late Control of the Control of	15	
Total (Product)		
	Minus	
Total amount of the Value of		
Outstanding Contracts		
Total NFCC Computation		
(Signature over Printed Name of	(Signatory's Legal Capacity)	
Authorized Representative)	(Signatory 5 Degat Supartity)	
Duly authorized to sign Bid for and or	n behalf of	

Standard Form Number: SF-GOOD-17 Revised on: May 24, 2004 University of the Philippines/

Project Reference No. BAC1-2024-01-0002

Name of Project:

REPAIR AND RE-WIRING OF
ELECTRICAL FEEDER LINE FOR
CANCER INSTITUTE BUILDING
Location of Project: OFFICE OF THE
ENGINEERING & TECHNICAL SERVICES.
UP-Philippine General Hospital

## **Joint Venture Agreement**

#### KNOWN ALL BY THESE PRESENTS:

legal age,	owner/proprie	ator of		
(civil status) and a resident of				
		-and-		
			, of legal age, _	
owner/proprietor of				(civil status)
That both parties to facilitate the Joint Ven here-under stated pro Manila/Philippine Genera	ture to participa ject to be co	te in the Eligibil		ndertaking of the
NAME OF PROJEC	<u>T</u>		CONTRACT AMO	<u>UNT</u>
That both parties	agree to jointly ar	nd severely liable	for the entire assig	gnment.
That both parties Official Representative o execute and perform any bidding as fully and effect power of substitution and	f the Joint Ventue and all acts necestively and the Join	ire, and is grant essary and /or to	represent the Joi	l authority to do, nt Venture in the
That this Venture until terminated by both p	-	ll remain in effec	ct only for the abo	ve stated Projects
Done this day o	of	, in the year of th	e Lord	
	(N	(ame of Company)		
	(Addi	ress of the Company)		

	(Telephone & Fax of the Company)
	(Website Address of the Company)
	(e-Mail Address of the Company)
	(Letterhead of the Company/Agency)
(Date of Issuance)	

## **Letter of Acceptance**

This is to certify that _	has s	atisfactorily delivered
·	(Name of Bidder)	•
	(Item Description)	
under P.O. No/s	with Sales Invoice No	and accepted on
·	Said company has no more pending obligation w	ith us regarding their
delivery/ies.		
(Signature over Printed Name)		
(Position)		
(Company Name)		

Note: This is a sample template only

#### University of the Philippines Diliman, Quezon City

## **Questionnaire for Prospective Bidders**

(additional requirement for eligibility)

1.	Have you ever participated in any bidding in the	
	University of the Philippines System?	

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP Campus	Name of the Project	Amount of Project	Duration Start/End (Dates)	Status (On-going/ Completed)

2. Has your company ever been suspended or blacklisted by the University of the Philippines System?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Constituent University/UP	Name of the Project	Reason for suspension/	Status (On-going/
Campus		blacklisting	Completed)

3.	Has your company ever been suspended or blacklisted by any
	government agency or private company?

YES	NO

If YES, fill up the table below. Use additional pages if necessary.

Name of government agency/company	Name of the Project	Reason for suspension/ blacklisting	Status (On-going/ Completed)

4.	Has there ever been any project of your company in the
	University of the Philippines that was terminated by
	Administration?

YES	NO	NA

If YES, fill up the table below. Use additional pages if necessary.

Constituent			Status
University/UP	Name of the Project	Reason for suspension/	(On-going/
Campus		blacklisting	Completed)

5. Do you certify that all the documents submitted by your Company and personnel are authentic?

YES	NO

6. Is there any pending investigation and/or case filed against your Company or your personnel in any court or any similar institutions in relation to any government contracts awarded to your

company? personnel?	In relation to practic	e of profession of a	ny of your	
If YES, fill ι	up the table below. U	se additional pages	if necessary.	
For Compa	ny			
Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks
For Person	nel			
Case Filed	Where Filed	Date Filed	Status (On-going/ Completed)	Remarks
I hereby co and correc		ents and informatio	on provided herein are	e complete, true
	gnature of Bidder : I Representative : signation :			

ACKNOWLEDGEMENT

	•	ty Tax Certificate No	
issued on	at	, Philippines.	
		Notary Public	
		Until 31 December 20	
		PTR No.:	
		Issued at:	
		Issued on:	
		TIN:	

Standard Form Number: SF-G00D-13a
University of the Philippines Manila/Philippine General Hospita

Project Reference No. BAC1-2024-01-0002

Name of Project: REPAIR AND RE-WIRING OF ELECTRICAL FEEDER LINE FOR

**CANCER INSTITUTE BUILDING** Location of Project: **OFFICE OF THE** 

BAC1

**IANIT** 

**SERVI** 

**OFFICE** UPM-P

Location of Project: **ENGINEERING & TECHNICAL SERVICES, UP-Philippine General** 

**Hospital** 

## Statement of All On-Going Government and Private Contracts Including Contracts Awarded ButNot Vet Started

including contracts Awarded butnot ret started	

businessivame:																																																																		
BusinessAddress																																																																		
Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role				Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		Bidder's Role		a. Date Awarded b. Date Started c. Date of	% of accomplishment		Value of Outstanding Works/Undelivered Portion
			Description	%	Completion	Planned	Actual																																																											
Government																																																																		
Private																																																																		
Note: This statement	t shall be supported with.					Total Cost																																																												

Note:	This statement shall be supported wit	th
1.000.	Time statement snan se supported in	

- 1. Notice of Award and/or Contract
- 2. Notice to Proceed issued by the owner

Submitted by	:	
•		(Printed Name & Signature)
Designation	:	
Date	:	

#### Standard Form Number: SF-GOOD-13b University of the Philippines Manila/Philippine General Hospital

#### PRICE SCHEDULE

Project Reference No.	BAC1-2024-01-0002	<u>BAC</u>
Name of Project:	REPAIR AND RE-WIRING OF ELECTRICAL FEEDER LINE FOR	<u>IANI</u>
	<b>CANCER INSTITUTE BUILDING</b> Location of Project: <b>OFFICE OF THE</b>	SERV

Location of Project: **ENGINEERING & TECHNICAL SERVICES**, **UP-Philippine General OFFICE** UPM-P

**Hospital** 

## **Statement of the Single Largest Completed Contract**

Name of Contract	a. Owner's Name b. Address	Nature of Work	Bidder's Role	_	a. Amount at Award b. Amount at Completion	<ul><li>a. Date Awarded</li><li>b. Contract Effectivity</li><li>c. Date Completed</li></ul>	
	c. Telephone Nos.		Description	%	c. Duration		
Government							
Private							
Note: This statement shall b	e supported with:						

3.	Certifi	cation of Acceptance
Submitted by	<i>y</i> :	
		(Printed Name & Signature)

2. Certificate of Completion

Designation Date

## Project Reference Nos.: BAC1-2024-01-0002 - REPAIR AND RE-WIRING OF ELECTRICAL FEEDER LINE FOR CANCER INSTITUTE BUILDING for OFFICE OF THE ENGINEERING & TECHNICAL SERVICES - Duration: One (1) Year Contract

#### under Public Bidding

Opening of Bid: 09 February 2024, Friday, 9:30 AM BAC Conference Room, UP-PGH, Taft Avenue, Manila

	AGENCY'S REQUIREMENTS					BID PROPOSAL				Remarks
Item No.	Item Description/Scope of Work	Qty	UOM	Unit Cost (PhP)	Total Cost (PhP)	Bidder's Specifications/ Scope of Work	Brand	Unit Cost	Total Cost	
1	REPAIR AND REWIRING OF ELECTRICAL FEEDER LINE FOR THE CANCER INSTITUTE BUILDING	1	LOT	21,143,155.42	21,143,155.42					
	1. GENERAL REUIREMENTS									
	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 the PGH Engineer or OETS									

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.				
submission of as built				
c) The CONTRACTOR shall do the preparation and				

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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 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							
Engineer or Architect to							
Oversee the work							
under their purview,							
and they must be							
-							
construction site at all							
times.							
present on the construction site at all							

f) A laghaelt must be			
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 PGH			
upon the project's			
completion.			
g) The approved plans or			
drawings must be			
present at construction			
site or office of the			
CONTRACTOR at all			
times.			
h) Regular coordination			
meetings shall be			
conducted with PGH,			
· · · · · · · · · · · · · · · · · · ·			
contractor and End-			
user for proper project			
monitoring.			
i) The contractor shall			
provide a complete			
copy of "As built plans"			
of the project/unit			

and a second and a selection of all			1		
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					
contractor and photos			l		

	 ı	T	1	1	
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					
building 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 PGH 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 the OETS of				
shop drawings, product data and/or samples of				
all materials for review.				
Submit at least three				
(3) options per material				
for approval. b) The OETS's 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				
OETS on any returned				
submissions.				
c) Now work requiring				
submissions or samples				
shall commence until				
submission has been				
reviewed and signed by				

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the End User and or					
OETS.					
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 General					
contractor to OETS.					
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 CPDMO.					
f) All submittals must					
have a transmittal					
letter.					
2 CIME CONCERNICATION					
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				
PGH.				
<b>Utility Services</b>				
Provision of electric and water				
meter shall be included in the				
quotation to be charged to the				

contractor's overhead. All	1				
utility consumption shall be	1				
provided with meters to limit	1				
the usage of such during	1				
working period.	1				
Workmanship and Materials	1				
All works shall be done in	1				
accordance with the	1				
requirements of the latest	1				
edition of the Philippine	1				
Electrical Code and National	1				
Safety Code. Nothing	1				
contained in these Codes, any	1				
discrepancies should be	1				
consulted to the Project	1				
Inspector/Electrical Engineer.	1				
Plans	1				
The accompanying drawings	1				
shall indicate the general	1				
arrangement of the equipment	1				
and other works. When it is	1				
necessary to deviate from the	1				
arrangement indicated on	1				
plans in order to meet the	1				
structural conditions, such	1				
deviation shall be made at the	1				
expense of the Contractor and	1				
upon approval from the	1				
Project Inspector/ Electrical					
Engineer.	1				
Conductor pathway, Manhole					
& Breaker shown on the plan					

1 1			1		
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 Senior 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.					
Civil works					
CONTRACTOR are liable for					
equipment to perform the					
excavation, trench, restoration					
and other necessary civil					
works to finish the project. All					
tools, equipment & trucks for					
construction and hauling are					
carried by contractor with no					
additional cost.					
Basic Electrical Materials					
and Methods					
Conduit System					

	 T			
Intermediate Metal Conduit				
(IMC) is primarily required for				
expose work. Conduit runs				
shall be well supported				
especially on ceiling, Slab, and				
facade. Bends and offset shall				
be avoided if possible, but				
when necessary it shall be				
made with an approved Field				
bend or pipe/conduit bending				
machine. IMC conduit shall be				
supplied by reputable				
manufacturer				
Polyvinyl chloride (PVC) is				
primarily required for the				
trench work. Conduit runs				
shall be well supported and				
supplied by reputable				
manufacturer				
Restrictions				
Supply and installation of all				
material not shown in the				
drawing nor mentioned in this				
specification but necessary for				
the completion of the				
construction works shall be				
included. Coordination with				
OETS and Project Engineer				
should be done for proper				
installation of all wiring				
systems.				
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 PGH Engineer in				
schedule to witness the				

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testing. CONTRACTOR must					
provide test report signed by					
their Engineer or Manager on-					
site. Testing must are the					
following but not limited to:					
1. Verification of polarity					
2. Insulation resistance					
test					
3. Continuity testing					
4. Phase rotation					
4. Thase rotation					
5. Testing of breakers					
Conductors and Cables					
Wires shall be type THHN 600					
volts insulation approved type					
building, for feeder line it must					
be Five (5) sets of [Three (3) -					
No. 250 mm squared THHN					
with 1-50 mm squared for					
grounding]. This type of wires					
are for Central Block to Cancer					
Institute Electrical Room					
For Cancer Institute Electrical					
Room to Cancer Institute					
Elevator. Wires shall be THHN					
600 volts insulation approved					
type building, feeder line size					
must be Two (2) Sets of [Three					
(3) - 200 mm squared THHN					
with 38 mm squared THHN					

grounding].				
For Central Block to				
Powerhouse. Wires shall be				
THHN 600 volts insulation				
approved type building, feeder				
line size must be Two (2) Sets				
of [Three (3) - 250 mm				
squared THHN with 50 mm				
squared THHN grounding ]				
additional to existing.				
Wires must be brand new, no				
damage or scratch and must				
be produced by reputable				
manufacture in the				
Philippines.				
Raceway & Boxes				
All Conduit boxes and fittings				
shall be standard				
manufactured by reputable				
electrical manufacturers. All				
conduit boxes not over 100				
cubic inches in size, if				
constructed of sheet metal, the				
metal shall not be less than No.				
14 US gauge and shall be set				
flush with the surface of the				
structure in which they are				
installed and where conduit				
runs are concealed.				
Panel board & Circuit				
breakers				
Supply and Installation of new				

Main Circuit Breaker				
Main Panel (Proposed)-				
Located at Power				
House				
o Air Circuit				
Breaker - Free-				
Standing				
➤ 1200 AT,				
3-phase,				
480V in				
NEMA 1				
Main Panel (Proposed)-				
Located at Central				
Block				
o Air Circuit				
Breaker - Free-				
Standing				
➤ 1200 AT,				
3-phase,				
480V in				
NEMA 1				
Main Distribution Panel				
(Proposed) - Located at				
Cancer Institute				
Building New Electrical				
Room				

	 1		Т	П	1	
o Air Circuit						
Breaker - Free-						
Standing						
➤ 1200 AT,						
3-Phase,						
480V in						
NEMA 1						
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \						
➤ With 5						
branch						
circuits						
• 1-800						
AT,						
800						
AF, 3						
pole,						
480V,						
МССВ						
• 1-250						
AT,						
250						
AF, 3						
pole,						
480V,						
MCCB						
• 1-175						
AT,						
200						
200			1	1		

	17.6				
	AF, 3				
	pole,				
	480V,				
	MCCB				
	4.463				
	• 1-160				
	AT,				
	200				
	AF, 3				
	pole,				
	480V,				
	MCCB				
	- 1				
	• 1-				
	Space,				
	400				
	AF, 3				
	pole,				
	480V,				
	MCCB				
• Distribu	tion Panel				
	g) - Located at				
Cancer I					
	Old Electrical				
Room					
	Ioulded Case				
	ircuit Breaker				
	New)				
	> 1-600AT,				

	 1			
3 pole,				
230V				
Elevator Panel				
(Existing) - Located at				
Cancer Institute				
Building Elevator				
Lobby				
o Moulded Case				
Circuit Breaker				
(New)				
(New)				
➤ 1-600AT,				
3 pole,				
230V				
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				

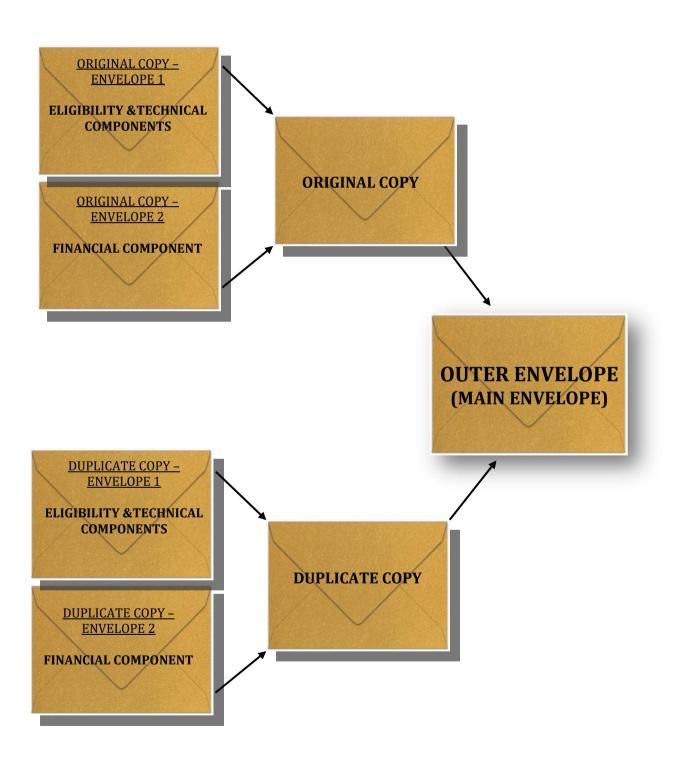
shall be verified and certified by the Procuring Entity's				
Representative/Proj				
ect Engineer. Materials and				
equipment delivered				
on the site but not				
completely installed				
or put in place shall				
not be included for				
payment.				
b) The first progress payment may be paid				
by the Procuring Entity				
to the CONTRACTOR				
provide that at least				
twenty percent (20%)				
of the work has been				
accomplished as certified by the PGH				
Representative				
c) Progress billing must be based on the				
physical				
accomplishment &				
installed on site.				
Installed, laid, tested				
and approved materials				

			1	Т	
based on the a					
drawings are	-				
applicable for	billing.				
d) Items of work	s which				
price "0" (zero					
been entered					
be paid for Pr					
Entity or PGH					
Administratio					
shall be deem					
covered by ot					
and prices in t	ne				
Contract					
e) The contracto	r shall				
pay the liquid	ated				
damages to th	e				
Procuring Ent					
each day that					
Completion D					
later than the					
Completion D	ate. The				
applicable liqu					
damages is at					
- tenth (1/10)					
percent of cos					
unperformed					
for every day					
The total amo					
liquidated dar					

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%) if 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,				

1 1: 1/	<del></del>				
workmanship and/or					
factory defects and shall	1				
replace and repair to the	1				
satisfaction of the Project	1				
Architect/Engineer and/or	1				
to the Chief of CPDMO on	1				
any part or portion of the	1				
work which may fail within	1				
a period of one (1) year	1				
after the final acceptance of	1				
the system.	1				
	1				
6. <b>COMPLETION PERIOD</b>					
The Contractor is given					
Sixty-Three (63) calendar	1				
days to execute the repair	1				
works including the	1				
installation all system	1				
requirements. The	1				
Contractor shall coordinate	1				
to the PGH Engineer and	1				
End-users for the schedule					
of testing of systems and					
other related job.					

## Sample Diagram for Bid Packaging



## **Sealing and Marking of Envelopes**

**ALL folders / envelopes** shall be marked in accordance with Section 20.4 of the Instruction to Bidders in the Bidding Documents, which shall contain the following:

Name of the contract to be bid in **CAPITAL LETTERS**;

## REPAIR AND REWIRING OF ELECTRICAL FEEDER LINE FOR THE CANCER INSTITUTE BUILDING

- Name and address of the prospective bidder in **CAPITAL LETTERS**;
- Be addressed to the Procuring Entity's BAC in accordance with ITB Clause 1.1;

BIDS AND AWARDS COMMITTEE (BAC) 1
UPM – PHILIPPINE GENERAL HOSPITAL
TAFT AVENUE, MANILA

- Bear the specific identification of this bidding process indicated in ITB Clause 1.2;

Project Reference No.: <u>BAC1-2024-01-0002</u>

Bear a warning "**DO NOT OPEN BEFORE**..." the date and time for the opening of bids, in accordance with ITB Clause 18