



Development Bank of the Philippines
Branch Banking Group – Southern Luzon

PHILIPPINE BIDDING DOCUMENTS

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING FIVE (5) UNITS POWER GENERATOR SET (INCLUDING PERMIT TO OPERATE (PTO) APPLICATION PLANS, PREP & SIGNING BY PME)

PUBLIC BIDDING NO. 2024-001

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

Glossary of Acronyms, Terms, and Abbreviations	4
Section I. Invitation to Bid.....	7
Section 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.....	12
6. Origin of Goods	12
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
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	14
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
Section III. Bid Data Sheet	17
Section 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	22
5. Warranty	22
6. Liability of the Supplier	22
Section V. Special Conditions of Contract	23
Section VI. Schedule of Requirements	29
Section VII. Technical Specifications	31
Section VIII. Checklist of Technical and Financial Documents	39

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

**INVITATION TO BID****SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE (5) UNITS POWER GENERATOR SET (INCLUDING PERMIT TO OPERATE (PTO) APPLICATION PLANS, PREP & SIGNING BY PME)****PUBLIC BIDDING NO. 2024-001**

1. The **Development Bank of the Philippines**, through **Corporate Budget for 2024** intends to apply the sum of **Five Million Seven Hundred Thousand Pesos (P 5,700,000.00)** being the ABC to payments under the contract for the **Supply, Delivery, Installation, Testing and Commissioning of Five (5) Units Power Generator Set (Including Permit to Operate (PTO) Application Plans, Prep & Signing by PME) [PB No. 2024-001]**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Development Bank of the Philippines** now invites bids for the above Procurement Project. Delivery of the Goods is required by **forty-five (45) calendar days upon receipt of Purchase Order or Notice to Proceed**. Bidders should have **5 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. Interested bidders may obtain further information from the DBP and inspect the Eligibility Documents at the BAC Secretariat. The schedule of bidding activities is as follows:

ACTIVITIES	SCHEDULE	VENUE
Issuance of Bidding Documents	Starting December 23, 2024 (9:00 AM – 3:30 PM) except Saturday, Sunday & Holidays	G/F, Conference Room, DBP Lucena Branch Building, Merchan Street, Barangay IX, Lucena City, Quezon Province, Philippines
Pre-Bid Conference	January 3, 2025, 2:00 PM	
Submission of Eligibility, Technical and Financial Component Documents	“On or before 11:00 AM of January 15, 2025 (DBP Time)	
Opening of Eligibility Documents, Technical and Financial Proposals	January 15, 2025 1:30 PM	

5. A complete set of the Bidding Documents may be secured by interested bidders from the BAC Secretariat upon payment of a non-refundable fee of **PHP 10,000.00**

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (www.philgeps.gov.ph) and DBP Website (<https://www.dbp.ph>) provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through physical presentation of original DBP official receipt or sending of scanned copy of DBP official receipt via email (slbg@dbp.ph).
7. The DBP will hold a Pre-Bid Conference on **January 3, 2025, 2:00 PM** at **G/F Conference Room, DBP BBG-SL Office of the Head, Merchan Street, Barangay IX, Lucena City, Quezon Province, Philippines** and via **video conferencing** which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through **manual submission only** at the **DBP BBG-SL Office of the Head, Merchan Street, Barangay IX, Lucena City, Quezon Province, Philippines** on or before **January 15, 2025, 11:00 AM**. Late bids shall not be accepted. 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 **January 15, 2025, 1:30 PM** at **G/F Conference Room, DBP Lucena Branch Building, Merchan Street, Barangay IX, Lucena City, Quezon Province, Philippines**. Bids will be opened in the presence of the bidders' representatives with **duly notarized Special Power of Attorney** who choose to attend the activity.
10. The **Development Bank of the Philippines** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

**Bids and Awards Committee Secretariat
Development Bank of the Philippines
Ground Floor DBP Building, Merchan Street,
Barangay IX, Lucena City, Quezon Province, Philippines 4301
Telephone: (02) 8189511 local 1581; (042) 373-0190 Email: slbg@dbp.ph**

12. You may visit the following websites:
For downloading of Bidding Documents:
<https://www.dbp.ph>
<https://notices.philgeps.gov.ph/>

December 23, 2024

(SGD.) SM JOSEPH G. GOROSPE
Chairperson, Regional BAC
DBP Branch Banking Group - Southern Luzon

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Development Bank of the Philippines** wishes to receive Bids for the **Supply, Delivery, Installation, Testing and Commissioning of Five (5) Units Power Generator Set (Including Permit to Operate (PTO) Application Plans, Prep & Signing by PME)** with identification number **Public Bidding 2024-001**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *Corporate Budget for CY 2024* in the amount of *Five Million Seven Hundred Thousand Pesos Only*

2.2. The source of funding is:

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When the Goods sought to be procured are not available from local suppliers; or
- 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

The Procuring Entity has prescribed that 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 **DBP BBG-SL Office of the Head, Merchan Street, Barangay IX, Lucena City, Quezon Province, Philippines** and/or through videoconferencing/webcasting } as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section 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 **5 year** 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.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.

- 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 the **BDS**.

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 Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

¹ 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.

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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 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 14 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 One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the

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

20. Post-Qualification

- 20.1. 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

Bid Data Sheet

ITB Clause																											
5.3	<p>For this purpose, similar contracts shall refer to supply, delivery, installation, testing and commissioning of Power Generator Set.</p> <p>Completed within 5 years prior to the deadline for the submission and receipt of bids.</p>																										
7.1	<i>Not applicable. Subcontracting is not allowed</i>																										
12	<p>The price of the Goods shall be quoted Delivery Duty Paid (DDP) DBP BBG Southern Luzon, or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> <p>Not applicable.</p>																										
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than P 114,000.00, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p style="margin-left: 40px;">b. The amount of not less than P 285,000.00, if bid security is in Surety Bond.</p>																										
19.3	<p>Supply, Delivery, Installation, Testing and Commissioning of Five (5) Units Power Generator Set (Including Testing Permit To Operate (PTO) Application Plans, Prep & Signing By PME)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 60%;">Particulars</th> <th style="width: 15%;">Quantity</th> <th style="width: 20%;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">a.</td> <td>35KVA, SINGLE PHASE GENERATOR SET FOR DBP BACOR BRANCH</td> <td style="text-align: center;">1 lot</td> <td style="text-align: center;">₱ 5,700,000.00</td> </tr> <tr> <td style="text-align: center;">b.</td> <td>35KVA, THREE PHASE GENERATOR SET FOR DBP CALAPAN BRANCH</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">c.</td> <td>75KVA, SINGLE PHASE GENERATOR SET FOR DBP LIPA BRANCH</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">d.</td> <td>75KVA, SINGLE PHASE GENERATOR SET FOR DBP SAN JOSE (OCCIDENTAL MINDORO) BRANCH</td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">e.</td> <td>125KVA, THREE PHASE GENERATOR SET FOR DBP DASMARIÑAS BRANCH</td> <td></td> <td></td> </tr> </tbody> </table>				Particulars	Quantity	ABC	a.	35KVA, SINGLE PHASE GENERATOR SET FOR DBP BACOR BRANCH	1 lot	₱ 5,700,000.00	b.	35KVA, THREE PHASE GENERATOR SET FOR DBP CALAPAN BRANCH			c.	75KVA, SINGLE PHASE GENERATOR SET FOR DBP LIPA BRANCH			d.	75KVA, SINGLE PHASE GENERATOR SET FOR DBP SAN JOSE (OCCIDENTAL MINDORO) BRANCH			e.	125KVA, THREE PHASE GENERATOR SET FOR DBP DASMARIÑAS BRANCH		
	Particulars	Quantity	ABC																								
a.	35KVA, SINGLE PHASE GENERATOR SET FOR DBP BACOR BRANCH	1 lot	₱ 5,700,000.00																								
b.	35KVA, THREE PHASE GENERATOR SET FOR DBP CALAPAN BRANCH																										
c.	75KVA, SINGLE PHASE GENERATOR SET FOR DBP LIPA BRANCH																										
d.	75KVA, SINGLE PHASE GENERATOR SET FOR DBP SAN JOSE (OCCIDENTAL MINDORO) BRANCH																										
e.	125KVA, THREE PHASE GENERATOR SET FOR DBP DASMARIÑAS BRANCH																										
20.2	Supplier shall be responsible for the preparation of documents/s to be submitted to DENR and Local Government Unit such as the following:																										

	<p>a. Seven (7) sets Floor Layout for Machinery Plan duly signed and sealed by a Professional Mechanical Engineer (PME)</p> <p>b. Engineer’s Report, duly signed</p> <p>c. Manual of Operation of Gen Set (2 sets)</p> <p>d. Business registration documents:</p> <ul style="list-style-type: none"> • For Sole Proprietorship – Department of Trade and Industry (DTI) business name registration • For Corporations – Securities and Exchange Commission (SEC) Certificate of Registration or SEC Certificate of Filing of Articles of Incorporation or Amended Articles of Incorporation, if any • For Partnerships – SEC Registration Certificate or SEC Certificate of Filing of Articles of Partnership or Amended Articles of Partnership, if any • For Cooperatives – Cooperative Development Authority (CDA) Registration or CDA Certificate of Filing of Articles of Cooperation or Amended Articles of Cooperation, if any; <p>e. Current Mayor’s/Business Permit issued by the city or municipality where the principal place of business of the prospective bidder is located or its equivalent document in case of Exclusive Economic Zones or Areas</p> <p>f. Tax Clearance per Executive Order No. 389, Series of 2005, as finally reviewed and approved by the BIR</p> <p>g. Prospective bidder’s audited financial statements, showing, among others, the prospective bidder’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 (GPPB Circular No. 07-2017, dated 31 July 2017)</p>
21.2	<p>Documentary requirements for the Bid Opening:</p> <p>1. Technical data sheet/brochure of the brand/model of the Generator Set being offered.</p> <p>2. Certificate of dealership from the manufacturer for the brand being offered stating the following:</p> <ul style="list-style-type: none"> a. The supplier/bidder is a direct partner or reseller or distributor b. The supplier/bidder is an authorized service provider and has the capability to provide after sales service and/or technical support of the brand being offered or the manufacturing company. <p>Note: If the supplier/bidder is not a direct partner/seller/distributor of the manufacturer, supplier/bidder must submit a corresponding certificate linking the bidder to the manufacturer of the branch being offered.</p>

Section IV. General 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 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.

Forms of Performance Security	Minimum % of Contract Price
Cash, cashier's/ manager's check issued by a Universal or Commercial Bank	Five Percent (5%)
Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty Percent (30%)

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 VII (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

5.1 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.

5.2 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

Special Conditions of Contract

GCC Clause	
1	Delivery and Documents –
	<p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p>
	<p>“The delivery terms applicable to this Contract are delivered to the areas of delivery indicated on the Technical Specification.</p> <p>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p>
	<p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p><i>Bacoor Branch – Ms. Maila G. Abulencia</i> <i>Calapan Branch – Ms. Elizabeth S. Escosora</i> <i>Lipa Branch – Ms. Mariam Rica B. Falculan</i> <i>San Jose (Occ. Mindoro) Branch – Mr. John Michael G. Paulino</i> <i>Dasmariñas Branch – Ms. Miriam M. Lawenko</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit 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:

1. 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
2. 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 costs 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 **5 years**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** 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.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
	<p>Intellectual Property Rights – 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.</p>
	<p>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.”</p>
2.2	<p>Partial payment is not allowed.</p> <p>Payment shall be processed only upon issuance of the Certificate of Acceptance by DBP, which will be based on completion of all deliverables, i.e., the Generator Set and documents.</p> <p>Upon receipt of check payment, winning Bidder shall issue Official Receipt to acknowledge receipt of payment and must be delivered at DBP Office.</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Authorized DBP representatives will inspect and receive the Generator Set. All regular inspections and tests which may include in-plant inspection and other required tests as deemed necessary such as spot inspections, visual inspection and performance evaluation, etc. by the Procuring Entity.</p> <p>Other product testing and requirements during delivery:</p> <p>Physical and Technical Specs consistent with the minimum requirements.</p> <p>Upon delivery, the unit shall undergo load testing before the final acceptance certification is issued. It shall be attended by various personnel of the concerned DBP Branches and the cost incurred during the testing to include the fuel needed for three (3) hours’ operation shall be shouldered by the winning bidder.</p> <p>The complete set of operation and maintenance manuals, circuit schematic diagrams, commissioning and fault-finding instruction shall be submitted during delivery.</p> <p>During this time a free in-house training shall be conducted by winning bidder on operation, preventive maintenance and basic troubleshooting of generators.</p>

	<p>The winning bidder must have an available on-call mechanic/technician for immediate and prompt after sales/warranty service/support.</p> <p>DBP reserves the right to inspect or reject the goods delivered not in accordance with the specification</p>
--	---

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	Total	Delivered, Weeks/Months
1	Supply, Delivery, Installation, Testing and Commissioning of the following Generators Sets:		5 units	Complete delivery of the Generator Set shall be within forty-five (45) calendar days upon receipt of Purchase Order or Notice to Proceed.
	35KVA, Single Phase Generator Set For DBP Bacoor Branch	1 unit		
	35KVA, Three Phase Generator Set For DBP Calapan Branch	1 unit		
	75KVA, Single Phase Generator Set For DBP Lipa Branch	1 unit		
	75KVA, Single Phase Generator Set For DBP San Jose (Occidental Mindoro) Branch	1 unit		
	125KVA, Three Phase Generator Set For DBP Dasmariñas Branch	1 unit		

Section VII. Technical Specifications



TECHNICAL SPECIFICATIONS

PROJECT : SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF FIVE (5) UNITS POWER GENERATOR SET (INCLUDING PERMIT TO OPERATE (PTO) APPLICATION PLANS, PREP & SIGNING BY PME)

The project shall cover the supply, delivery, installation, testing and commissioning of Five (5) Units - Power Generator as per technical specifications of DBP.

I. APPROVED BUDGET FOR THE CONTRACT (ABC): FIVE MILLION SEVEN HUNDRED THOUSAND (₱5,700,000.00), INCLUSIVE OF ALL APPLICABLE TAXES

	Particulars	Quantity	Total Cost (Php)
f.	35KVA, SINGLE PHASE GENERATOR SET FOR DBP BACOR BRANCH	1 lot	₱ 5,700,000.00
g.	35KVA, THREE PHASE GENERATOR SET FOR DBP CALAPAN BRANCH		
h.	75KVA, SINGLE PHASE GENERATOR SET FOR DBP LIPA BRANCH		
i.	75KVA, SINGLE PHASE GENERATOR SET FOR DBP SAN JOSE (OCCIDENTAL MINDORO) BRANCH		
j.	125KVA, THREE PHASE GENERATOR SET FOR DBP DASMARIÑAS BRANCH		

II. REQUIREMENTS

A. TECHNICAL SPECIFICATIONS

35KVA, SINGLE PHASE GENERATOR SET FOR DBP BACOR BRANCH	
ENGINE:	
• Rating	: 35KVA
• Engine Speed	: 1800RPM
• No. of Cylinders (Bore/Stroke)	: ≥ 4 (80mm / 90mm)
• Displacement	: ≥ 1.2L
FUEL SYSTEM:	
• Fuel Tank Capacity	: ≥ 60L (Diesel)
• Lube Oil Capacity	: ≥ 4L
• Coolant Capacity	: ≥ 6L
BATTERY PARAMETERS:	
• Battery Capacity	: ≥ 12V, 65AH

<ul style="list-style-type: none"> • Battery Type 	: Lead Acid Battery with suspended Electrolyte or equivalent
ALTERNATOR:	
<ul style="list-style-type: none"> • Output Rating • Rated Voltage Range • Frequency • No. Of Phases • Power Factor • Voltage regulation (%) • Insulation type • Energizer (Exciter) Type 	<ul style="list-style-type: none"> : $\geq 35\text{KVA}$ (continuous/prime power) : 208 to 240V / 330 to 440V : 60Hz $\pm 5\%$: 1-Phase, 2-wire + ground : 0.8 (Lagging) : Within ± 1.5 : \geq Class H : Brushless, Rotating Energizer with Automatic Voltage Regulator
CONTROL SYSTEM:	
<ul style="list-style-type: none"> • Automatic Controller • Features • Accessories 	<ul style="list-style-type: none"> : Integrating digital, programmable, network technology for automation and monitoring : Implements an automatic starting / stopping, data measurements, & alarm protection function of the generator set. : Voltmeter, Ammeter, Frequency, Water temperature Gauge, Battery condition meter, Hours run meter, Mode selector (Auto, Run, Off), Set mounted MCCB, Cubicle for Genset
AREA OF DELIVERY:	
<ul style="list-style-type: none"> • Unit 2, Sidcor Bldg., Bacoor Blvd., Bayanan, Bacoor City, Cavite 	

35KVA, THREE PHASE GENERATOR SET FOR DBP CALAPAN BRANCH

ENGINE:

- Rating : 35KVA
- Engine Speed : 1800RPM
- No. of Cylinders (Bore/Stroke) : ≥ 4 (80mm / 90mm)
- Displacement : $\geq 1.2\text{L}$

FUEL SYSTEM:

- Fuel Tank Capacity : $\geq 60\text{L}$ (Diesel)
- Lube Oil Capacity : $\geq 4\text{L}$
- Coolant Capacity : $\geq 6\text{L}$

BATTERY PARAMETERS:

- Battery Capacity : $\geq 12\text{V}, 65\text{AH}$
- Battery Type : Lead Acid Battery with suspended Electrolyte or equivalent

ALTERNATOR:

- Output Rating : $\geq 35\text{KVA}$ (continuous/prime power)
- Rated Voltage Range : 208 to 240V / 330 to 440V
- Frequency : 60Hz $\pm 5\%$
- No. Of Phases : 3-Phase, 3-wire + ground
- Power Factor : 0.8 (Lagging)
- Voltage regulation (%) : Within ± 1.5
- Insulation type : \geq Class H
- Energizer (Exciter) Type : Brushless, Rotating Energizer with Automatic Voltage Regulator

CONTROL SYSTEM:

<ul style="list-style-type: none"> • Automatic Controller • Features • Accessories 	<ul style="list-style-type: none"> : Integrating digital, programmable, network technology for automation and monitoring : Implements an automatic starting / stopping, data measurements, & alarm protection function of the generator set. : Voltmeter, Ammeter, Frequency, Water temperature Gauge, Battery condition meter, Hours run meter, Mode selector (Auto, Run, Off), Set mounted MCCB, Cubicle for Genset
AREA OF DELIVERY: <ul style="list-style-type: none"> • Roxas Dr., Sto. Nino, Calapan City 	

75KVA, SINGLE PHASE GENERATOR SET FOR DBP LIPA BRANCH

ENGINE:

- Rating : 75KVA
- Engine Speed : 1800RPM
- No. of Cylinders (Bore/Stroke) : ≥ 4 (80mm / 90mm)
- Displacement : ≥ 1.2L

FUEL SYSTEM:

- Fuel Tank Capacity : ≥ 60L (Diesel)
- Lube Oil Capacity : ≥ 4L
- Coolant Capacity : ≥ 6L

BATTERY PARAMETERS:

- Battery Capacity : ≥ 12V, 65AH
- Battery Type : Lead Acid Battery with suspended Electrolyte or equivalent

ALTERNATOR:

- Output Rating : ≥ 75KVA (continuous/prime power)
- Rated Voltage Range : 208 to 240V / 330 to 440V
- Frequency : 60Hz ±5%
- No. Of Phases : 1-Phase, 2-wire + ground
- Power Factor : 0.8 (Lagging)
- Voltage regulation (%) : Within ± 1.5
- Insulation type : ≥ Class H
- Energizer (Exciter) Type : Brushless, Rotating Energizer with Automatic Voltage Regulator

CONTROL SYSTEM:

- Automatic Controller : Integrating digital, programmable, network technology for automation and monitoring
- Features : Implements an automatic starting / stopping, data measurements, & alarm protection function of the generator set.
- Accessories : Voltmeter, Ammeter, Frequency, Water temperature Gauge, Battery condition meter, Hours run meter, Mode selector (Auto, Run, Off), Set mounted MCCB, Cubicle for Genset

AREA OF DELIVERY:

- No. 2 C.M. Recto Ave. Lipa City

75KVA, SINGLE PHASE GENERATOR SET FOR DBP SAN JOSE (OCCIDENTAL MINDORO) BRANCH

ENGINE:

- Rating : 75KVA
- Engine Speed : 1800RPM
- No. of Cylinders (Bore/Stroke) : ≥ 4 (80mm / 90mm)
- Displacement : $\geq 1.2L$

FUEL SYSTEM:

- Fuel Tank Capacity : $\geq 60L$ (Diesel)
- Lube Oil Capacity : $\geq 4L$
- Coolant Capacity : $\geq 6L$

BATTERY PARAMETERS:

- Battery Capacity : $\geq 12V, 65AH$
- Battery Type : Lead Acid Battery with suspended Electrolyte or equivalent

ALTERNATOR:

- Output Rating : $\geq 75KVA$ (continuous/prime power)
- Rated Voltage Range : 208 to 240V / 330 to 440V
- Frequency : 60Hz $\pm 5\%$
- No. Of Phases : 1-Phase, 2-wire + ground
- Power Factor : 0.8 (Lagging)
- Voltage regulation (%) : Within ± 1.5
- Insulation type : \geq Class H
- Energizer (Exciter) Type : Brushless, Rotating Energizer with Automatic Voltage Regulator

CONTROL SYSTEM:

- Automatic Controller : Integrating digital, programmable, network technology for automation and monitoring
- Features : Implements an automatic starting / stopping, data measurements, & alarm protection function of the generator set.
- Accessories : Voltmeter, Ammeter, Frequency, Water temperature Gauge, Battery condition meter, Hours run meter, Mode selector (Auto, Run, Off), Set mounted MCCB, Cubicle for Genset

AREA OF DELIVERY:

- Rizal St. cor. Quirino St. San Jose, Occ. Mindoro

125KVA, THREE PHASE GENERATOR SET FOR DBP DASMARINAS BRANCH

ENGINE:

- Rating : 125KVA
- Engine Speed : 1800RPM
- No. of Cylinders (Bore/Stroke) : ≥ 4 (80mm / 90mm)
- Displacement : $\geq 1.2L$

FUEL SYSTEM:

- Fuel Tank Capacity : $\geq 60L$ (Diesel)
- Lube Oil Capacity : $\geq 4L$
- Coolant Capacity : $\geq 6L$

BATTERY PARAMETERS:

- Battery Capacity : $\geq 12V, 65AH$

<ul style="list-style-type: none"> Battery Type : Lead Acid Battery with suspended Electrolyte or equivalent
ALTERNATOR:
<ul style="list-style-type: none"> Output Rating : $\geq 125\text{KVA}$ (continuous/prime power) Rated Voltage Range : 208 to 240V / 330 to 440V Frequency : 60Hz $\pm 5\%$ No. Of Phases : 3-Phase, 3-wire + ground Power Factor : 0.8 (Lagging) Voltage regulation (%) : Within ± 1.5 Insulation type : \geq Class H Energizer (Exciter) Type : Brushless, Rotating Energizer with Automatic Voltage Regulator
CONTROL SYSTEM:
<ul style="list-style-type: none"> Automatic Controller : Integrating digital, programmable, network technology for automation and monitoring Features : Implements an automatic starting / stopping, data measurements, & alarm protection function of the generator set. Accessories : Voltmeter, Ammeter, Frequency, Water temperature Gauge, Battery condition meter, Hours run meter, Mode selector (Auto, Run, Off), Set mounted MCCB, Cubicle for Genset
AREA OF DELIVERY:
<ul style="list-style-type: none"> Km 30.7 Aguinaldo Highway, Brgy. Zone 1A, Dasmarinas City, Cavite

B. ACCESSORIES (APPLICABLE FOR EACH POWER GENERATOR SET)

Automatic Transfer Switch	<p>Contractor/supplier shall provide and install one (1) brand new unit Automatic Transfer Switch (ATS) magnetic contactor rated amperes (base on the capacity of the generator unit to be supplied); Contractor/supplier shall provide and install programmable digital controller with minimum LCD Display features: Voltage (V), Frequency (Hz), Auto/Manual, and Minimum Keypad Controls: Power on/off, operation Manual/Automatic</p> <p>Contractor/supplier shall provide and install NEMA 3R enclosure gauge #16 sheet powder coated fully bolted enclosure with twist-lock and key.</p> <p>Contractor/supplier shall install all necessary accessories; nameplate, mounting accessories; grounding terminals, and tin copper busbar with insulators.</p> <p>No installation shall be done without DBP's proper approval</p>
Wires and Cables	<p>All necessary cables and support shall be provided by the contractor/ supplier to complete all requirements to operate the Generator Set</p>

Power House Structure	<ul style="list-style-type: none"> ➤ Dismantling of existing power generator set. ➤ Replacement of existing feeder lines compatible to the newly installed generator capacity ➤ Dismantling and replacement of existing transfer switch
Permit (Local and National)	<ul style="list-style-type: none"> ➤ Contractor/ supplier shall be responsible for the preparation of document/s to be submitted to DENR and the Local Government Unit of the following: <ul style="list-style-type: none"> • Seven (7) sets Floor layout for Machinery Plan duly signed and sealed by a Professional Mechanical Engineer (PME) • Engineer's report, duly signed and sealed by PME
Provision of Standard tools	<ul style="list-style-type: none"> ➤ 1 piece - Adjustable Wrench ➤ 1 piece - Socket Wrench ➤ 1 piece - Mechanical Plier ➤ 1 piece - Long-Nose Plier ➤ 1 piece - Phillips Screwdriver ➤ 1 piece - Flat Screwdriver ➤ 2 sets - Air and Oil Filter ➤ 1-set (RMU copy), 1-set (Branch copy) - Instruction Manual/ Part List

C. OTHER REQUIREMENTS

1. Sales Invoice and Delivery Receipt/s in the name of DBP duly signed, with the date of the receipt indicated shall be delivered at the DBP BBG Southern Luzon, Office of the Head.
2. Upon receipt of check payment, winning bidder shall issue Official Receipt to acknowledge receipt of payment and shall be delivered at the DBP BBG Southern Luzon, Office of the Head.
3. All expenses to be incurred during delivery/ shipment of the Generator Set to designated areas of delivery shall be borne by the winning bidder.
4. Supplier must ensure that all items are brand new, original, in conformance to the Philippine National Standards (PNS) and in compliance with the Bureau of Philippine Standard (BPS) Mandatory Product Certification Schemes whether locally manufactured or imported.
5. DBP reserves the right to inspect or reject the Generator Sets delivered if:
 - Not in accordance with the specifications.
 - Without PS mark and/ or ICC Sticker on the box/ packaging and/ or product itself; and
 - Proven substandard.

D. MANNER OF DELIVERY

1. Winning Bidder shall handle freight shipments from its Sales Office to designated areas of delivery.

2. Authorized DBP representatives will inspect and receive the Generator Set.

E. DELIVERY PERIOD

Complete delivery of the Generator Set shall be within **forty-five (45) calendar days** upon receipt of Purchase Order or Notice to Proceed.

III. WARRANTY

The winning bidder shall warrant that the Generator Set and Automatic Transfer Switch subject of the Purchase Order is free from latent defects which are not apparent during the inspection and testing periods.

In case of any defects within one (1) year period from delivery and acceptance, winning bidder shall be required to replace the defective material/s with new material/s with the same branch and model.

The obligation for the one (1) year warranty (reckoned from the date of acceptance) shall be covered by either retention money or a special bank-guarantee equivalent to five percent (5%) of the total contract amount.

IV. PAYMENT

Payment shall be processed only upon issuance of Certificate of Acceptance by DBP, which will be based on completion of all deliverables, i.e. the Generator Set and the documents

The winning bidder must open an account with DBP after the receipt of Notice of Award.

V. PERFORMANCE SECURITY

To guarantee the faithful performance of obligations, the winning bidder is required to post within ten (10) calendar days from receipt of Notice of Award, a performance security in any of the following forms and percentages:

Forms of Performance Security	Minimum % of Contract Price
Cash, cashier's/ manager's check issued by a Universal or Commercial Bank	Five Percent (5%)
Bank draft/ guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security	Thirty Percent (30%)

VI. LIQUIDATED DAMAGES

If the supplier/ bidder fails to satisfactorily deliver any or all of the Goods and/ or to perform the Services within the period(s) specified in the Contract inclusive of duly

granted time extensions if any, DBP shall, without prejudice to its other remedies under the Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one percent (1%) of the **cost of the unperformed portion** for every day of delay until actual delivery of performance. The maximum deduction shall be ten percent (10%) on the amount of contract. Once the maximum amount of liquidated damages is reached, DBP may rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

VII. DOCUMENTARY REQUIREMENTS FOR THE BID OPENING

1. Bidders must have completed a single contract of similar nature within the last five (5) years, equivalent to at least fifty percent (50%) of the ABC of this project. "Similar Contract" shall mean supply and delivery of various electrical materials.
2. Technical data sheet/ brochure of the branch/ model of the Generator Set being offered.
3. Certificate of dealership from the manufacturer for the branch being offered stating the following:
 - The supplier/ bidder is a direct partner or reseller or distributor.
 - The supplier/ bidder is an authorized service provider and has the capability to provide after sales services and/ or technical support of the brand being offered or of the manufacturing company.

Note: If the supplier/ bidder is not a direct partner/ reseller/ distributor of the manufacturer, supplier/ bidder must submit a corresponding certificate linking the bidder to the manufacturer of the brand being offered.

VIII. OGCC REVIEW

All agreements to be executed by the parties in relation to the project/transaction shall be subject to prior review/clearance of the Office of the Government Corporate Counsel (OGCC).

***Section VIII. Checklist of Technical and
Financial Documents***

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR;**
- (b) Proof of appointment/authority of bidder’s representative:
 - a. if bidder is a sole proprietorship (if applicable) – duly notarized Special Power of Attorney
 - b. if bidder is a corporation, partnership, cooperative or joint venture – duly notarized Secretary’s Certificate

Technical Documents

- (c) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (d) 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; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or**
- (f) Original copy of Notarized Bid Securing Declaration; **and**
- (g) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (h) 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

- (i) 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

- (j) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (k) Original of duly signed and accomplished Financial Bid Form; **and**
- (l) Original of duly signed and accomplished Price Schedule(s).

