



TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY (TESDA)

BID DOCUMENTS

**Supply, Delivery, Installation, Test and
Commissioning of One (1) Unit Diesel Generator
Set System Including its Ancillaries and/or
Accessories with Rehabilitation of Generator and
Switchgear Rooms of TESDA Central Office Main
Building - Rebidding**

TESDA-CO-2021-02

**Sixth Edition
July 2020**

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.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of 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 FOR SUPPLY, DELIVERY, INSTALLATION, TEST, AND COMMISSIONING OF ONE (1) UNIT DIESEL GENERATOR SET SYSTEM INCLUDING ITS ANCILLARIES AND/OR ACCESSORIES WITH REHABILITATION OF GENERATOR AND SWITCHGEAR ROOMS OF TESDA CENTRAL OFFICE MAIN BUILDING – REBIDDING

1. The Technical Education and Skills Development Authority (TESDA) through the **General Appropriations Act (GAA) CY 2020 (Continuing Appropriation)** intends to apply the sum of **Three Million Seven Hundred Eighty-Eight Thousand One Hundred Seventy-Seven Pesos and 04/100 (P3,788,177.04) inclusive of VAT** for the **Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding**. Bids received in excess of the ABC for the lot shall be automatically rejected at bid opening.
2. The **TESDA** now invites bids for the above Procurement Project. Delivery of the Goods is required within **ninety (90) calendar days** from receipt of the winning Bidder of the Notice to Proceed. Bidders should have completed, within ten (10) 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 TESDA and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m. starting **15 March 2021**.
5. A complete set of Bidding Documents may be acquired by interested Bidders beginning **15 March 2021** until **8 April 2021** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents in the amount of **Five Thousand Pesos (P5,000.00)**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

[Handwritten signatures]

6. The TESDA will hold a Pre-Bid Conference on **23 March 2021 at 2:00 p.m.** through video conferencing or webcasting via **Zoom** which shall be open to prospective bidders.

In line with the precautionary health measures being adopted by the agency, interested bidders may join the Pre-Bid Conference via video-conference (Zoom). In order to secure the zoom link password, prospective bidders are advised to send an email request to the BAC Secretariat at **bacsecretariat@tesda.gov.ph NOT LATER THAN 4:00 P.M., 22 March 2021**, together with the following details:

- a. Name of Project
- b. Bid Reference
- c. Activity
- d. Company Name
- e. Address
- f. Name of Representative [maximum of two (2)]
- g. Contact Nos.
- h. E-mail Address
- i. Scanned or Proof of Identity of the representative (pls. attach)

By submitting the abovementioned information, it would be understood that the prospective bidders are conforming to the Data Privacy Act and TESDA Privacy Rules and Regulations. TESDA will not share the personally identifiable information to any third party for marketing purposes. However, TESDA may share information with governmental agencies in cases permitted or required by law. Likewise, the personally identifiable information shall be kept secured. Only authorized staff of the abovementioned e-mail have access to this information.

For the Pre-Bid Conference, bidders are encouraged to send their authorized technical representatives or personnel who are familiar with the bidding requirements and who will prepare the documents for the bidder to minimize errors in the preparation of bids. The bidders' representative shall carefully consider all the discussions during the Pre-bid Conference and be guided by them in the preparation of bids. Only the **pre-registered representative/s or personnel** shall be allowed to attend during Zoom Video Conference.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **8 April 2021 at 2:00 p.m.** Online submission is not yet available. 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 **8 April 2021 at 2:15 p.m.**, at the Gabriela Silang Room, TESDA Women's Center, Gate 1, TESDA Complex, Building 2, East Service Road, South Luzon Expressway (SLEX), Fort Bonifacio, Taguig City 1630. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Due to community quarantine measures, only one (1) representative is allowed to attend personally in the bid opening and will be required to follow the TESDA protocol for Visitors specifically on compliance with social distancing, wearing of face masks and face shields, body temperature screening, filling up of self-screening form which must be filled-up prior to the arrival at TESDA. Visitors who show signs of COVID-19 related symptoms such as cough, flu, fever, high body temperature and sneezing are advised not to proceed to TESDA since they will not be allowed to enter the TESDA compound.

10. The **TESDA** 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:

Arcadia Creselda P. Balinas
Head, BAC Secretariat
3rd Floor, Procurement Division
TESDA Administration Building
East Service Road, South Luzon Expressway (SLEX)
Fort Bonifacio, Taguig City 1630
Telefax: (02) 8893-8296
E-mail: bacsecretariat@tesda.gov.ph
12. You may visit <https://www.tesda.gov.ph/About/TESDA/149> for downloading of Bidding Documents.

Date of Issue: 12 March 2021


DDG LINA C. SARMIENTO
BAC Chairperson
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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **TESDA** wishes to receive Bids for the **Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building - Rebidding**, with identification number **TESDA-CO-2021-02**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2020 (Continuing Appropriation)** in the amount of **Three Million Seven Hundred Eighty-Eight Thousand One Hundred Seventy-Seven Pesos and 04/100 (P3,788,177.04) inclusive of VAT**.

2.2. The source of funding is the General Appropriations Act (GAA) FY 2020 (Continuing Appropriation).

3. Bidding Requirements

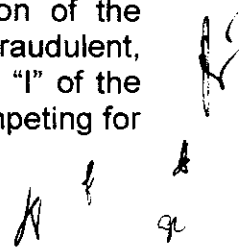
The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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 is not allowed to participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 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 **23 March 2021 at 2:00 p.m.** 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 ten (10) 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, 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 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 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 **6 August 2021**. 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 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 one (1) Project having several items that shall be awarded as one contract.

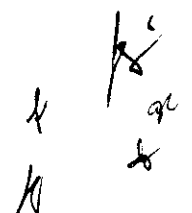
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for 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

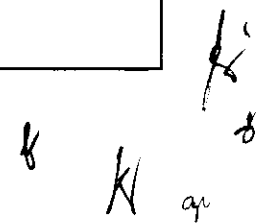
- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

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Section III. Bid Data Sheet


Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p style="margin-left: 40px;">a. any contract relevant to both (a) Supply, Delivery, Installation, Testing and Commissioning of Generator Set System including its Ancillaries and/or Accessories and (b) Rehabilitation of Generator and Switchgear Rooms. and must be at least equivalent to fifty percent (50%) of the ABC; and</p> <p style="margin-left: 40px;">b. completed within ten (10) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	The Procuring Entity has prescribed that subcontracting is not allowed.								
11.4	Not applicable.								
12.1 (b)	The price of the Goods shall be quoted DDP in the Philippines.								
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> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">Lot No.</th> <th style="text-align: center;">Title</th> <th style="text-align: center;">Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)</th> <th style="text-align: center;">Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding</td> <td style="text-align: center;">₱75,763.54</td> <td style="text-align: center;">₱189,408.85</td> </tr> </tbody> </table>	Lot No.	Title	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)	1	Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding	₱75,763.54	₱189,408.85
Lot No.	Title	Cash, Cashier's/ Manager's Check, Bank Draft/ Guarantee or Irrevocable Letter of Credit (2% of ABC)	Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission (5% of ABC)						
1	Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding	₱75,763.54	₱189,408.85						



ITB Clause											
15	<p>Each Bidder shall submit one copy of the first and second components of its Bid.</p> <p>The Procuring Entity requests for two (2) additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.</p>										
19.3	<p>The Project will be awarded by lot, details of which are as follows:</p> <table border="1" data-bbox="355 595 1386 1234"> <thead> <tr> <th data-bbox="355 595 435 651">Lot No.</th> <th data-bbox="435 595 671 651">Lot</th> <th data-bbox="671 595 1193 651">Items</th> <th data-bbox="1193 595 1386 651">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="355 651 435 1234">1</td> <td data-bbox="435 651 671 1234">Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding</td> <td data-bbox="671 651 1193 1234"> <p>A. Civil Works</p> <p>a.1. General Requirements</p> <p>a.2. Site Works</p> <p>a.3. Roofing Works</p> <p>a.4. Masonry Works</p> <p>a.5. Painting Works (walls Finishes - Interior)</p> <p>a.6. Doors and Windows</p> <p>a.7. Water Proofing Works</p> <p>B. Equipment</p> <p>b.1. Generator Set</p> <p>b.2. Automatic Transfer Switch</p> <p>b.3. Installation, Testing and Commissioning</p> <p>b.4. Dismantling of old generator set unit and ATS</p> <p>b.5. Installation of Generator Set including foundation</p> <p>b.6. Installation of Automatic Transfer Switch (ATS)</p> </td> <td data-bbox="1193 651 1386 1234"> <p>₱3,788,177.04 (Inclusive of VAT)</p> </td> </tr> </tbody> </table>			Lot No.	Lot	Items	ABC	1	Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding	<p>A. Civil Works</p> <p>a.1. General Requirements</p> <p>a.2. Site Works</p> <p>a.3. Roofing Works</p> <p>a.4. Masonry Works</p> <p>a.5. Painting Works (walls Finishes - Interior)</p> <p>a.6. Doors and Windows</p> <p>a.7. Water Proofing Works</p> <p>B. Equipment</p> <p>b.1. Generator Set</p> <p>b.2. Automatic Transfer Switch</p> <p>b.3. Installation, Testing and Commissioning</p> <p>b.4. Dismantling of old generator set unit and ATS</p> <p>b.5. Installation of Generator Set including foundation</p> <p>b.6. Installation of Automatic Transfer Switch (ATS)</p>	<p>₱3,788,177.04 (Inclusive of VAT)</p>
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20.1	<ul style="list-style-type: none"> • Proof of ongoing/outstanding contract/s as identified in the Statement of Ongoing Contracts Awarded but Not Yet Started Contracts, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Notice of Award; (b) Contract/s or Purchase Order/s; and (c) Notice to Proceed. • Proof of completion of the single largest contract as identified in the Statement of Single Largest Completed Contract, which shall include a copy of any verifiable document(s) such as but not limited to the following: (a) Contract/s or Purchase Order/s; (b) corresponding Sales Invoice/s; (c) Official Receipt/Cash Receipt/Collection Receipt; and (d) Certificate of Performance Evaluation (template of which is hereto attached as Annex "A"). • Submission of pieces of evidence such as but not limited to manufacturer's or distributor's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer or distributor, samples, independent test data etc., as appropriate as proof of compliance with the bidder's actual offer, if applicable. All samples to be submitted should comply with the 										

ITB Clause	
	<p>agency's technical specifications and performance levels, where applicable.</p> <ul style="list-style-type: none"> * • Latest Annual Income Tax Returns (BIR Form 1701 or 1702) as filed through the Electronic Filing and Payment System (eFPS). * • Either of the following: <ul style="list-style-type: none"> a. Value Added Tax Returns (Forms 2550M and 2550Q) covering the previous six (6) months as filed thru eFPS; or b. Percentage Tax Returns (Form 2551M) covering the previous six (6) months as filed thru eFPS <p>* Pursuant to BIR Revenue Regulations No. 03-2005 dated 16 February 2005.</p> <ul style="list-style-type: none"> • Valid and updated PhilGEPS Certificate of Registration (Platinum Membership) including the updated list of eligibility documents as stated in Annex "A" of said Certificate of Registration. <p><i>N.B. Documents submitted during post-qualification as part of post-qualification documents must be certified by the authorized representative to be true copy/ies of the original.</i></p> <ul style="list-style-type: none"> • The veracity of the subscribed Omnibus Sworn Statement submitted in accordance with Sec. 25.3 of the 2016 IRR of RA 9184 may be subject to verification. If found to be non-compliant, this shall serve as ground for post-disqualification as specified in GPPB Circular No. 01-2008 dated 7 March 2008.
21.1	No additional requirement.


 f k t
 ge

(Bidder's Client's Company Letterhead)

CERTIFICATE OF PERFORMANCE EVALUATION

This is to certify that (NAME OF BIDDER) has provided our company/ agency with **Diesel Generator Set System Including its Ancillaries and/or Accessories.** Based on our evaluation of their services using the following criteria: (i) quality of service delivered, (ii) time management, (iii) management and suitability of personnel, and (iv) contract administration and management, we give (NAME OF BIDDER) a rating of:

- EXCELLENT
- VERY SATISFACTORY
- SATISFACTORY
- POOR

This Certification shall form part of the Technical Documentary Requirements in line with (NAME OF BIDDER) *participation* for the **Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding.**

Issued this _____ day of _____ in _____, Philippines.

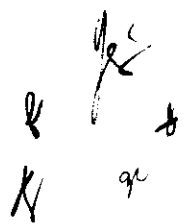
Name of Company (Bidder's Client)

Address

Tel./Fax No.

Signature over Printed Name of
Head of Procurement or Supply
Office

E-mail Address



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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

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

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

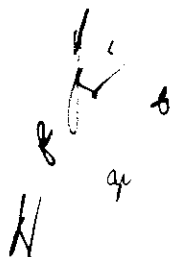
5. Warranty

- 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	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>[For Goods supplied from abroad] “The delivery terms applicable to the Contract are DDP delivered in the Philippines.</p> <p>[For Goods supplied from within the Philippines] “The delivery terms applicable to this Contract are delivered as specified in Section VI. Schedule of Requirements, specifically designated warehouses of TESDA Regional Offices. 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>Technical Education and Skills Development Authority East Service Road, South Luzon Expressway (SLEX) Fort Bonifacio, Taguig City 1630</p> <p>Contact Person:</p> <p>Ms. ARMELA B. GUTIERREZ Chief Administrative Officer General Services Division, Administrative Service (GSD, AS) Tel/Fax No. (02) 8836-8359</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> <p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

GCC Clause	
	<p>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods, as applicable.</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2	Advance payment is not allowed. Payment in favor of the supplier shall only be made upon full delivery and final acceptance of the items.
3	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	The test parameters to be used during the inspection of the goods being offered by the bidder are found in Annex "C" of the Bidding Documents.
5.1	Provision of warranty of not less than six (6) months from defective equipment, materials and/or workmanship delivered and rendered.

Section VI. Schedule of Requirements

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

Lot	Description	Quantity	Delivery period
1	Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building	1 LOT	Within ninety (90) calendar days upon receipt of Notice to Proceed

REQUIREMENTS OF THE SERVICE PROVIDER

- 1) Conduct on-site inspection of Generator Room and Electrical Room to assess scope of work and technical requirements of the agency prior to submission of bid offer;
- 2) Must possess an active Philippine Construction Accreditation Board (PCAB) License, Minimum Category Small B as provided for under Republic Act 4566 or the Contractors' Law to give assurance that qualified and quality service shall be provided;
- 3) Supply, deliver, install, test, and commissioning of one (1) unit 300KVA Open Type Diesel Generator Set, engine accessories and controls, exhaust systems and fuel systems, indoor mounting, etc.;
- 4) Supply, deliver, install, test, and commissioning of one (1) unit Automatic Transfer Switch (ATS) 800amp;
- 5) The brand of the Generator Set (engine and alternator) and ATS offered must be in the Philippine market for at least ten (10) years;
- 6) Certification from the manufacturer and/or its authorized distributor with valid proof of authorization from the manufacturer, that the brand of the Generator Set and Automatic Transfer Switch being offered has been in the Philippine Market for the last ten (10) years;
- 7) Supply, deliver, and implement civil works of generator and switchgear rooms as per approved plan/design;
- 8) Ensure that the generator accessories and other equipment are properly installed and in accordance with the prescribed provisions under the National Building Code (NBC), Philippine Electrical Code (PEC) and other governing codes in carrying-out the project;
- 9) Provision of warranty of not less than six (6) months from defective equipment, materials and/or workmanship delivered and rendered;

- 10) One (1) Year Free Customer Service Agreement composed of two (2) times Visual Inspection covering detailed inspection of the entire Generator Set System and One (1) time Technical Diagnostic Testing and check-up using standard diagnostic instruments;
- 11) Provide TESDA Shop drawings, Circuit Diagram, As-built Plan, and Test Data;
- 12) Provide inspection report, testing report, service and maintenance reports;
- 13) Train TESDA personnel in the proper operational procedure of the Generator set prior to complete turnover of the project to TESDA;
- 14) Ensure cleanliness and orderliness of work area during mobilization implementation of the project, up to demobilization activities; and,
- 15) Turnover to TESDA the dismantled old Generator Set and Automatic Transfer Switch (ATS).

I hereby commit to comply and deliver all the above requirements in accordance with the above stated schedule.

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date
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Section VII. Technical Specifications

NAME OF THE PROJECT : Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories with Rehabilitation of Generator and Switchgear Rooms of TESDA Central Office Main Building – Rebidding

QUANTITY : 1 Lot

APPROVED BUDGET FOR THE CONTRACT : Php 3,788,177.04

No.	Items	Qty	Unit	Statement of Compliance *	Make Brand / Model	Reference
	Rehabilitation and Supply, Delivery, Installation, Test, and Commissioning of One (1) unit Diesel Generator Set System Including its ancillaries and/or Accessories of TESDA Central Office Main Building					
A	Civil Works					
a.1	General Requirements <ul style="list-style-type: none"> • Mobilization/Demobilization • Permits & General Requirements • Safety 	1	Lot			
a.2	Site Works <ul style="list-style-type: none"> • Formworks / Board-up • Demolition 	1	Lot			
a.3	Roofing Works <ul style="list-style-type: none"> • As per Plan in Annex B 	1	Lot			
a.4	Masonry Works <ul style="list-style-type: none"> • As per Plan in Annex B 	1	Lot			
a.5	Painting Works (Wall Finishes – Interior) <ul style="list-style-type: none"> • As per Plan in Annex B 	1	Lot			
a.6	Doors and Windows (As per Plan in Annex B) <ul style="list-style-type: none"> • Aluminum Louver Door Two Leaf, (Color as per approved) Standard outer box frame 50mm x 100mm with hinge rebate • Rehabilitation of Existing Steel Louver Door (Color as per approved) 	1	Lot			

No.	Items	Qty	Unit	Statement of Compliance *	Make Brand / Model	Reference
a.7	Water Proofing Works (As per Plan in Annex B) <ul style="list-style-type: none"> Generator Room Floor Drain Generator Room Roof Deck: Mineral Polybond 3mm including 24hours flood testing 	1	Lot			
B	Equipment: Supply, Delivery, Installation, Test, and Commissioning of One (1) Unit Diesel Generator Set System Including its Ancillaries and/or Accessories					
b.1	Generator Set	1	Unit			
	One (1) Unit Diesel Generator Set, 300KVA, Three Phase, 230V, 60hz, 0.80 Power Factor, Open Type, must be in the Philippine Market for of at least ten (10) years					
b.2	Automatic Transfer Switch	1	Unit			
	Automatic Transfer Switch 800amp, must be in the Philippine Market for of at least ten (10) years					
b.3	Installation, Testing and Commissioning	1	Lot			
	Fabrication and installation of exhaust extension, BI Pipes, Generator Set Exhaust Muffler Pipes, Fittings, Hangers and Hardware					
	Fabrication and installation of exhaust hot air ducting GI Sheet Gauge #18 with mounting bracket and canvass cloth.					
	Tapping/ Termination of existing lines from Generator Set to ATS, Mains to ATS, ATS to MDP					
	Conduct inspection, cleaning and tightening of electrical terminals and main distribution panel					
	Testing and Commissioning (Annex C)					
	Submit Shop Drawings, Circuit Diagrams, Testing Data, As-built Plan					
b.4	Dismantling of old generator set unit and ATS	1	Lot			

No.	Items	Qty	Unit	Statement of Compliance *	Make Brand / Model	Reference
b.5	Installation of Generator Set including foundation	1	Lot			
b.6	Installation of Automatic Transfer Switch (ATS)	1	Lot			

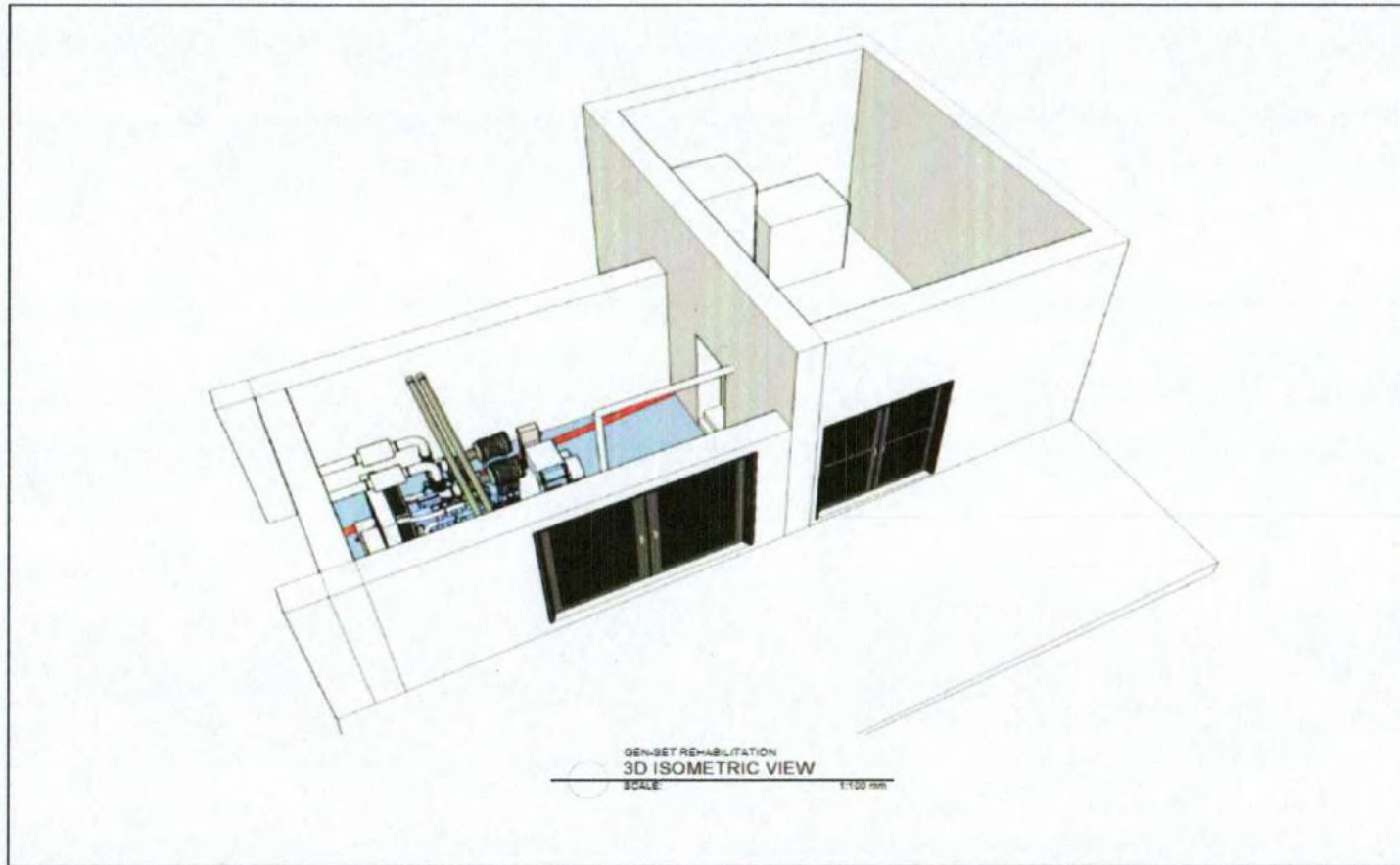
** Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced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

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

**Name of
Company/Bidder**

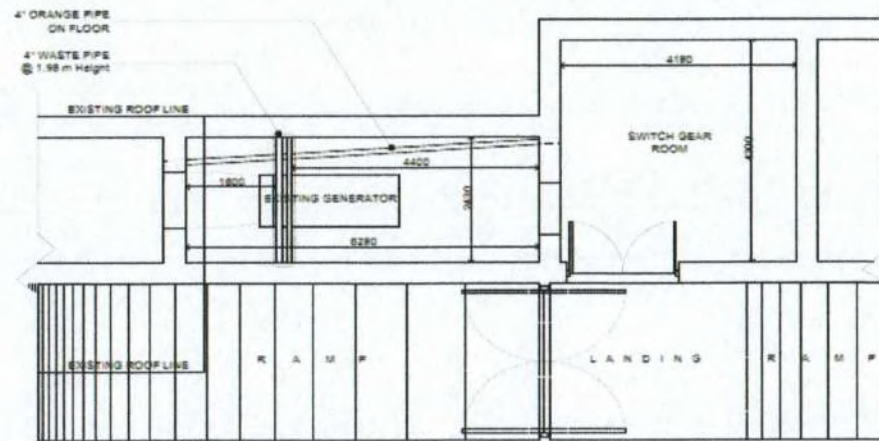
**Signature over Printed Name of
Authorized Representative**

Date



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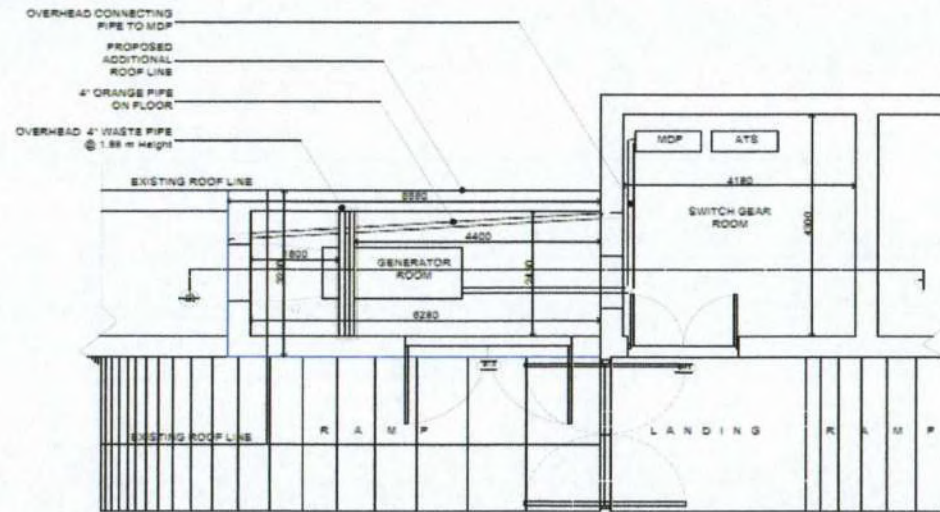
NOTE:
DIMENSIONS VARY ONLY ON ACTUAL
EXACT MEASUREMENTS VERIFIED ON
SITE.



GEN-SET REHABILITATION
EXISTING FLOOR PLAN
SCALE 1:100 mm



NOTE:
DIMENSIONS VARY ONLY ON ACTUAL
EXACT MEASUREMENTS VERIFIED ON
SITE.



GEN-SET REHABILITATION
FLOOR PLAN

SCALE: 1:100 mm



NOTE:
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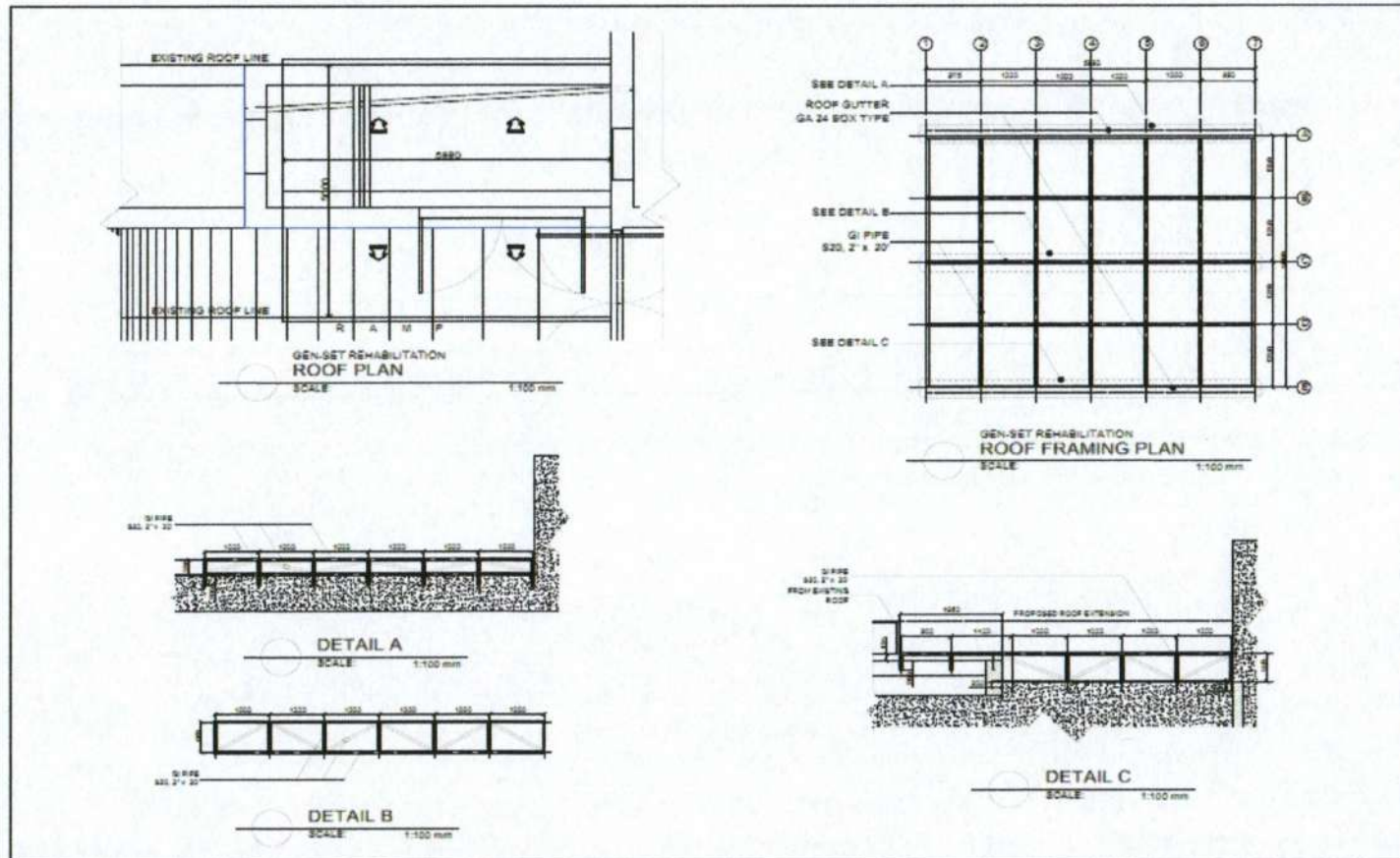


GEN-SET REHABILITATION
LONGITUDINAL SECTION
SCALE: 1:100 mm

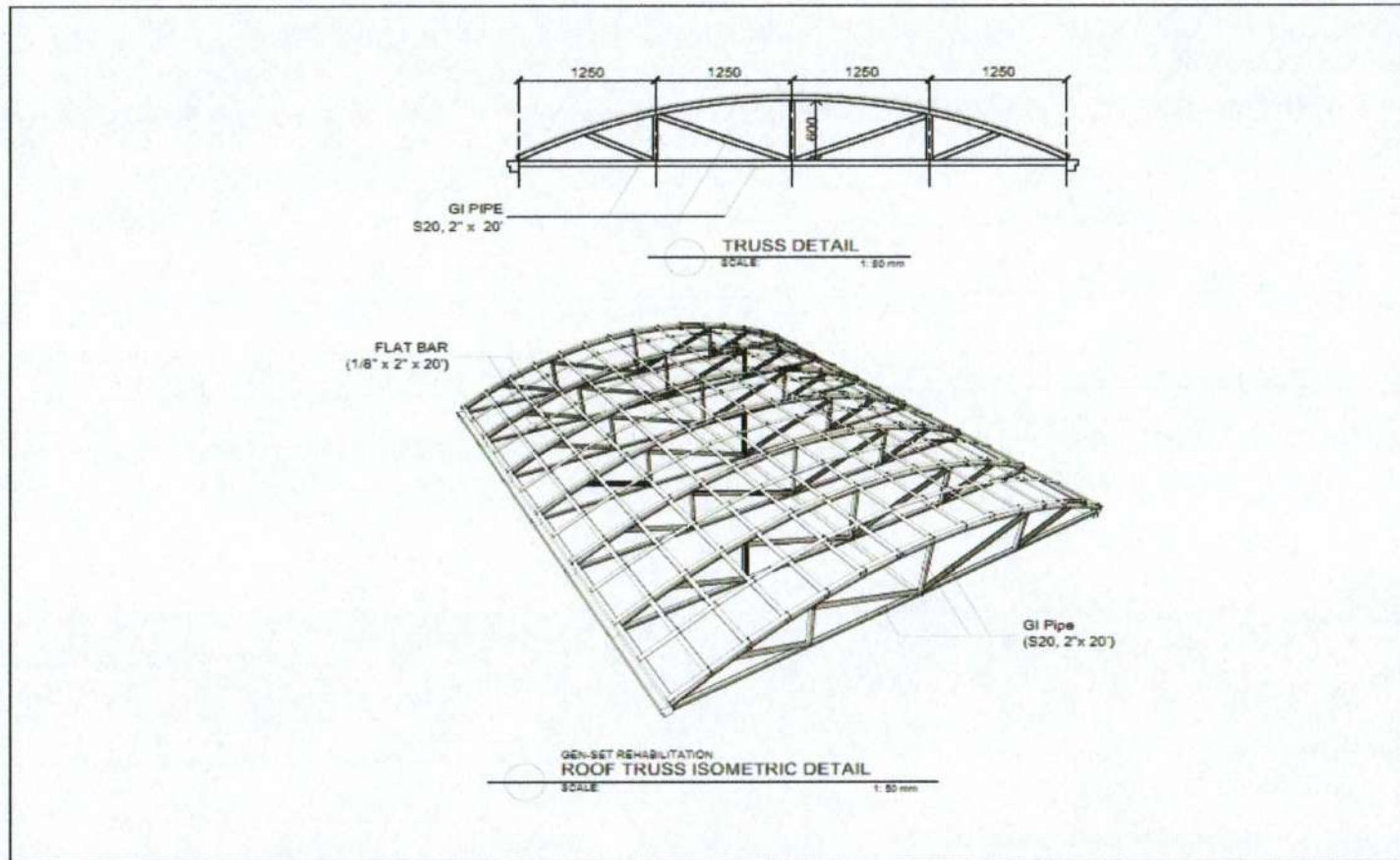
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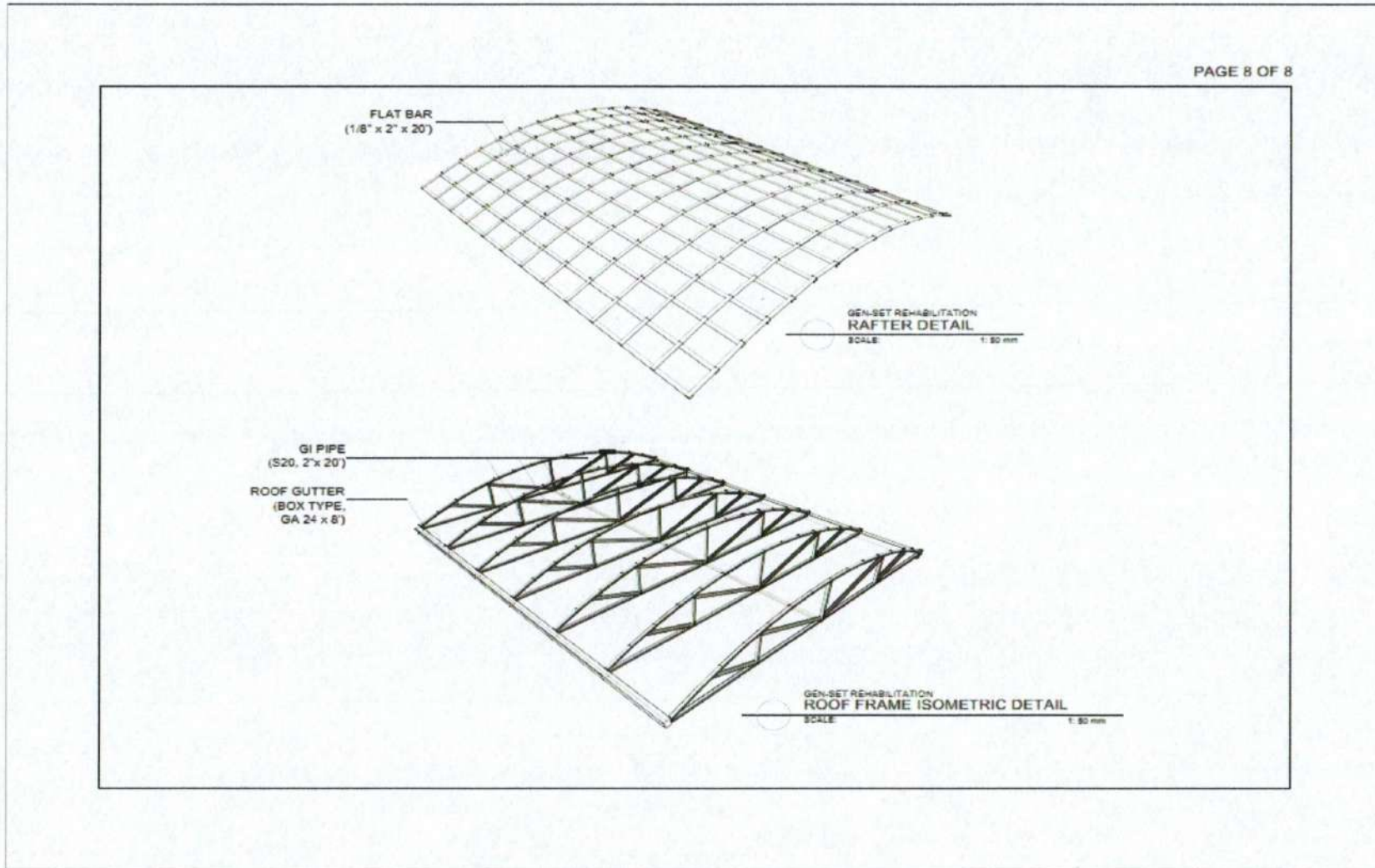
<p style="text-align: center;">D - 1</p>	<p style="text-align: center;">D - 2</p>
<p>Rehabilitation of Existing Steel Louver Door Strip to metal, Painted Finish (Color As per approval)</p>	<p>Additional Two Leaf, Aluminum Louver Door Painted Finish (Color As per Approval) Standard outer box frame dimensions: 50mm x 100mm W/ Hinge rebate</p>

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Handwritten initials

**TESTING AND COMMISSIONING PARAMETERS FOR THE SUPPLY, DELIVERY
AND INSTALLATION OF TESDA CENTRAL OFFICE ADMINISTRATION
BUILDING GENERATOR SET**

Particulars	Inspected by Contractor	Checked by TESDA
1. Visual Inspection		
<ul style="list-style-type: none"> • The Generating Set has been properly fixed on a common steel section base frame. 		
<ul style="list-style-type: none"> • Protection screen / barrier have been provided on all moving parts. 		
<ul style="list-style-type: none"> • Protection guard has been provided on hot exhaust. 		
<ul style="list-style-type: none"> • The fresh-water-cooled radiator has been properly fixed and there is no water leakage 		
<ul style="list-style-type: none"> • The radiator cooling fins and water tank are in good condition and properly fixed 		
<ul style="list-style-type: none"> • The water circulation pump with thermostatically controlled temperature regulator has been properly fixed. 		
<ul style="list-style-type: none"> • The engine mounted instrument panel has been fixed properly and c/w lubrication oil temp., cooling temp. gauges, tachometer and hour meter. 		
<ul style="list-style-type: none"> • The lubrication oil system with replaceable element type filter has been properly fixed. 		
<ul style="list-style-type: none"> • The fuel oil system c/w filter, fuel transfer pumps has been properly installed. 		
<ul style="list-style-type: none"> • The fuel control solenoid c/w emergency shut off valve has been provided and properly installed. 		
<ul style="list-style-type: none"> • The tubular exhaust silencer has been properly installed. 		
<ul style="list-style-type: none"> • The enclosure to the alternator satisfy IP21 or as specified. 		
<ul style="list-style-type: none"> • Starting batteries have been provided and properly installed. 		
<ul style="list-style-type: none"> • Mains properly terminated to ATS, Genset to ATS, and ATS to MDP 		
<ul style="list-style-type: none"> • Waterproofing of generator set room roof deck flood tested prior to installation of secondary roofing. 		
<ul style="list-style-type: none"> • Generator Room Secondary Roofing properly installed as per plan. 		

Particulars	Inspected by Contractor	Checked by TESDA
<ul style="list-style-type: none"> Two (2) Leaf Louver Door of generator room properly installed 		
<ul style="list-style-type: none"> Generator Room main entrance door properly repaired 		
<ul style="list-style-type: none"> As-built Plan submitted reviewed per actual installation. 		
2. Pre-Commissioning Inspection		
<ul style="list-style-type: none"> ✓ Diesel Engine 		
<ul style="list-style-type: none"> • Radiator water is at right level. 		
<ul style="list-style-type: none"> • Lubrication oil is at right level and with replaceable filter 		
<ul style="list-style-type: none"> • The engine exhaust has been properly fixed and covered with asbestos-free insulation 		
<ul style="list-style-type: none"> • The engine anti-vibration mounting is effective 		
<ul style="list-style-type: none"> • Proper replaceable air filter has been installed 		
<ul style="list-style-type: none"> • Effective and adequate earth bonding have been provided for the engine and alternator. 		
<ul style="list-style-type: none"> ✓ Alternator 		
<ul style="list-style-type: none"> • Batteries electrolyte is at right level. 		
<ul style="list-style-type: none"> • Batteries output voltage is as specified. 		
<ul style="list-style-type: none"> • The alternator output terminal is at correct phase sequence. 		
<ul style="list-style-type: none"> ✓ Control Panel 		
<ul style="list-style-type: none"> • Permanent English labels have been provided for all accessories 		
<ul style="list-style-type: none"> • All control wirings are fitted with ferrules 		
<ul style="list-style-type: none"> • The following devices are provided in the control cubicle: 		
<ul style="list-style-type: none"> ○ Voltmeter and selector switch 		
<ul style="list-style-type: none"> ○ Ammeter and selector switch 		
<ul style="list-style-type: none"> ○ Frequency Meter 		
<ul style="list-style-type: none"> ○ Wattmeter 		
<ul style="list-style-type: none"> ○ Auto/Off/Manual Selector Switch 		
<ul style="list-style-type: none"> ○ Start / Stop Push Button 		
<ul style="list-style-type: none"> ○ "Simulate main failure" key switch 		
<ul style="list-style-type: none"> ○ Exerciser Timer 		
<ul style="list-style-type: none"> ✓ Indicating Lamp and Reset Button 		
<ul style="list-style-type: none"> • Engine Fault 		
<ul style="list-style-type: none"> • Failure to Start 		
<ul style="list-style-type: none"> • Generator Supply Available 		
<ul style="list-style-type: none"> ✓ Indication Lamp for: 		
<ul style="list-style-type: none"> • Generator on Load 		
<ul style="list-style-type: none"> • Mains available 		
<ul style="list-style-type: none"> • Load supplied from Mains 		

Handwritten signature and initials in the bottom right corner of the page.

Particulars	Inspected by Contractor	Checked by TESDA
• Fuel Hour Capacity		
• Low Battery Voltage		
✓ Generator output under voltage & over voltage protection devices		
✓ Manufacturer approved MCCB with Overload Protection and Short Circuit Protection		
✓ A full testing has been carried out and results of the following test has been recorded and documented		
• Insulation Test		
• Control Function Test		
• Earthing Protection Test		
• Battery Charger Output Test		
• Step-load Acceptance Test		

Inspected by Company Representative:	Signature:	Date:
Witnessed by:	Signature:	Date:

TEST RECORD

EQUIPMENT DETAILS:

A. Generating Set	Particular
1. Manufacturer	
2. Model	
3. Net Prime Rating (MCR) (KW)	

B. Diesel Engine	Particular
1. Make	
2. Model	
3. Serial Number	
4. Rated Power (KW)	
5. Speed	
6. Fuel Tank Capacity (Liter)	
7. Governor	
8. Turbocharger (type/model) if any	

C. Alternator	Particular
1. Make	
2. Model	
3. Serial Number	
4. Rated KVA	
5. Voltage (V) / Full Load Current (A)	
6. Phase / Rated p.f.	
7. Insulation Class	

D. Starting Battery	Particular
1. Manufacturer	
2. Make / Model No.	
3. No. of Battery / Voltage (V)	
4. Ampere hour	
5. Starting Time (sec)	

E. Other Accessories	Particular
1. Nameplate of manual by-pass switch	
2. Nameplate of auto-changeover switch	

TEST DATA:

Type of Control	Automatic	Manual
• Starting		
• Loading Transfer to Generating Set		
• Stopping		
• Loading Transfer to Main/Utility		

Insulation Resistance Test	Megaohm Reading	Remarks
• Line 1 to Earth		
• Line 2 to Earth		
• Line 3 to Earth		
• Line 1 to Line 2		
• Line 2 to Line 3		
• Line 3 to Line 1		

Control Function Test		Function Test	Settings	Remarks
1. Starting	Manual			
	Simulate Mains Failure	Test 1 *		
		Test 2 **		
	Delay Start Timer			
Delay Repeat Start				
2. Stopping	Manual			
	Resumption of Mains ***			
	Delay Stop Timer ****			
3. Engine Protection	Overload Trip (MCCB)			
	Engine Over Speed	High Load		
		Light Load		
	Low Lube-Oil Pressure (kPa)	High Load		
		Light Load		
	High Water Temperature C°	High Load		
		Light Load		
Under Voltage Trip				
Overvoltage Trip				
Under Frequency (Hz)				
4. Others	Response Time to Mains Failure to Changeover (Sec)			
	Battery 3 Attempt Start			
	Quick Closing Mechanism			

Control Function Test		Function Test	Settings	Remarks
	Governor Function			
	Voltage Regulator (200V-240V)			
	Manual Override Facilities			
	Phase Sequence of Alternator Output			
	Frequency Setting			
	Step-load Acceptance Test			

* Refer to function test on capability to start and transfer load to Generating Set automatically

** Refer to function test on capability to start but without load transfer if mains resume during engine starting

*** Refer to function test on capability to automatic transfer load back to mains automatically after a preset time delay and immediately back to generator if mains fails within the above time delay period

**** Refer to function test on capability to cool engine for a preset period after load is transferred to mains.

Earthing Protection Test

Measured Earthing Resistance			Particular
Earthing Relay			
Make		Current Setting	
Model		Time Setting	
Serial No.		Function Test	
Rated Current			

Tested by Representative:	Company	Signature:	Date:
Witnessed by:		Signature:	Date:



**LIST OF CALIBRATED INSTRUMENTS NECESSARY FOR
THE TESTING AND COMMISSIONING WORKS**

Performance Specifications	Accuracy	Maximum Period Between Calibrations
Tachometer 30-5000 RPM	+ 1%	1 Year
Multi-tester (AVO) 0 – 1000V 0 – 10A 0 – W	+ 1%	1 Year
Clamp Ammeter 0 – 1000A	+ 1%	1 Year
Insulation Tester 500V – 1000V	+ 1%	1 Year
Pressure Gauge 0 – 100kPa 0 – 1000kPa	+ 2%	1 Year
Other Testing Equipment	+ 2%	1 Year

All testing equipment shall be calibrated by laboratories accredited by the Philippine Accreditation Bureau – Department of Trade and Industry (PAB-DTI).

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found to be false either during bid evaluation or post-qualification, the same shall give rise to automatic disqualification of our bid.

Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date
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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);
or
- (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,
and
- (c) 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).

Technical 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; (Annex E) **and**
- (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; (Annex F) **and**
- (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; (Annex G) **and**
- (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS) (Annex H); **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; **and**
- (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 (Annex I);
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.

Other documentary requirements under RA No. 9184 (as applicable)

- (n) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form (Annex J) **and;**
- (b) Original of duly signed and accomplished Price Schedules. (Annexes K and L)

STATEMENT OF (i) ONGOING CONTRACTS (ii) AWARDED BUT NOT YET STARTED CONTRACTS

This is to certify that _____ (company) has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Value of Outstanding Contracts	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

- *Instructions:*
- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of:
 - i. The day before the deadline of submission of bids.
 - b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
 - c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
 - d) "Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ (company) has the following completed contracts within ten (10) years prior to the date of submission and receipt of bids, a contract similar to the Project

Date of the Contract	Contracting Party	Name of Contract	Kind of Goods Sold	Amount of Contract	Date of Delivery/ End-user's Acceptance	Date of Official Receipt	Bidder is A) Manufacturer B) Supplier C) Distributor

Name and Signature of
Authorized Representative

Date

- * Instructions:
- a) Cut-off date as of:
 - (i) Up to the day before the deadline of submission of bids.
 - b) In the column under "Dates" indicate the dates of Delivery/ End-user's Acceptance and Official Receipt.
 - c) "Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION
Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant*

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT (hereinafter referred to as the "Agreement"), entered into this _____ day _____ of 20__ at _____ City, Philippines by and among:

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as " _____ ",

- and -

_____, a domestic corporation duly organized, registered and existing under and by virtue of the laws of the Republic of the Philippines, with office address at _____, represented by its _____, _____, hereinafter referred to as " _____ ",

- and -

_____ a foreign corporation organized and existing under and by virtue of the laws of _____, represented by its _____, _____, hereinafter referred to as " _____ ",

(Henceforth collectively referred to as the "**Parties**")

WITNESSETH: That

WHEREAS, the Technical Education and Skills Development Authority (TESDA) has recently published an Invitation to Apply for Eligibility and to Bid for the Supply and Delivery of _____ for the _____;

WHEREAS, the parties have agreed to pool their resources together to form the " _____ Joint Venture", hereinafter referred to as the Joint Venture, under the laws of the Philippines, for the purpose of participating in the abovementioned procurement of TESDA-CO;

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants hereto set forth, the Parties have agreed as follows:

**ARTICLE I
ORGANIZATION OF THE JOINT VENTURE**

SECTION 1. Formation — The Parties do hereby agree and bind themselves to establish, form and organize a Joint Venture pursuant to the laws of the Republic of the Philippines, in order for the JV to carry on the purposes and objectives for which it is created;

SECTION 2. Name — The name and style under which the JV shall be conducted is “ _____ ”;

SECTION 3. Principal Place of Business — The JV shall maintain its principal place of business at _____;

SECTION 4. Preparation and Documentation — The Parties shall secure and/or execute such certifications, documents, deeds and instruments as may be required by the laws of the Republic of the Philippines for the realization of the JV and in compliance with the Project. Further, they shall do all other acts and things requisite for the continuation of the JV pursuant to applicable laws;

SECTION 5. The Joint Venture shall be represented by the _____ in all biddings, related procurement transactions and other official dealings that it shall enter into with the TESDA-CO and third parties, such transactions to include, among others, the submission of eligibility documents, bids, registration documents obtaining bonds, performing the principal contract in the event that the contract is awarded in favor of the Joint Venture, receipt of payment for goods delivered, and similar and related activities.

SECTION 6. The period of the Joint Venture shall begin upon execution of this Agreement and shall continue until the complete performance of its contractual obligations to TESDA-CO, as described in Article II hereof, or upon its termination for material breach of any term or condition of this Agreement, by service of a written statement in English on the other Party, not less than 90 days prior to the intended date termination

**ARTICLE II
PURPOSE**

SECTION 1. The primary purpose of the Joint Venture is to participate in the public bidding to be conducted by the TESDA-CO Bids and Awards Committee for the supply and delivery of _____ for the _____.

SECTION 2. If the above-described contract/s is/are awarded to the Joint Venture, the Joint Venture shall undertake the performance thereof to TESDA-CO, and such other incidental activities necessary for the completion of its contractual obligations.

**ARTICLE III
SOLIDARY LIABILITY OF THE PARTIES**

SECTION 1. In the performance of the contract/s that may be awarded to the Joint Venture by the TESDA-CO, and all other related activities/obligations, as described in Article II hereof, - the Parties bind themselves jointly and solidarily, in the concept of solidarily debtors, subject to the right of reimbursement, as provided in the relevant provisions of the Civil Code of the Philippines.

**ARTICLE IV
CONTRIBUTION AND OTHER ARRANGEMENTS**

SECTION I. Contribution — The Parties shall contribute the amount of _____ (Php _____) to support the financial requirements of the Joint Venture, in the following proportion:

A.	-	P .00
B.	-	<u>P .00</u>
TOTAL		P .00

Additional contributions to the Joint Venture shall be made as may be required for contract implementation. In addition, shall contribute any labor and contract management requirements.

SECTION 2. Profit Sharing — The share of the Parties to the JV from any profit derived or obtained from the implementation and execution of the Project shall be distributed pro rata to each, in accordance with the contribution and resources each has provided to the JV;

SECTION 3. Liquidation and Distributions — Any sum remaining after deducting from the total of all moneys or benefits received for the performance of the contract, all costs incurred by the JV after award of the contract for the Project pursuant to the accounting practices established for the JV, shall be distributed in accordance with the relative balances in the accounts of each Party pursuant to Sec.1 of this Article upon completion, final accounting, termination and liquidation of the JV. In the event of liquidation and termination of JV, and after taking into account the shares of the Parties in all income, gain, deductions, expenses, and losses, should the account of a Party contain a negative balance, such Party shall contribute cash to the JV sufficient to restore the said balance to zero;

SECTION 4. Sharing of Burden of a Net Loss — In case a net loss is incurred, additional contributions shall be made by the Parties in accordance with their respective shares.

**ARTICLE V
MISCELLANEOUS PROVISIONS**

SECTION 1. The provisions of the Instructions to Bidders, Supplemental Bid Bulletin, and other bidding documents issued by the TESDA-CO in relation to the contract described in Article II hereof, shall be deemed incorporated in this Agreement and made an integral part thereof.

SECTION 2. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective-successors and assigns.

SECTION 3. The Parties herein are duly represented by their authorized officers.

SECTION 4. Governing Law - This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. Venue of any court action arising from this Agreement shall be exclusively laid before the proper court of the Philippines.

IN WITNESS WHEREOF, the parties have set their hands and affixed their signatures on the date and place first above-stated.

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.
PROVINCE OF (in the case of Municipality)

BEFORE ME, a Notary Public for and in the City/Municipality of _____ (indicate also the Province in the case of Municipality), this _____ day of _____ month & year) personally appeared the following:

Name ID Name, Number and Validity Date

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free and voluntary act and deed and that of the corporation(s) they represent.

This instrument refers to a Joint Venture Agreement consisting of _____ pages, including the page on which this Acknowledgement is written, and signed by the parties and their instrumental witnesses.

WITNESS MY HAND AND NOTARIAL SEAL on the place and on the date first above written.

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ [date issued], [place issued]
IBP No. _____, [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Note:

"Sec. 12. Competent Evidence of Identity — The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the individual such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, seaman's book, alien certificate of registration/immigrant certificate of registration, government office ID, certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) certification.

Bid Form for the Procurement of Goods
[shall be submitted with the Bid]

BID FORM

Date : _____
Project Identification No. : _____

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

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 *[supply/deliver/perform]* *[description of the Goods]* 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.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Currency Commission or gratuity
_____	_____
_____	_____
_____	_____

(if none, state "None")

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: _____

FOR GOODS OFFERED FROM ABROAD

Name of Bidder _____, Invitation to Bid² Number _____, Page _____ of _____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIF named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

² If ADB, JICA and WB funded projects, use IFB.

FOR GOODS OFFERED FROM WITHIN THE PHILIPPINES

Name of Bidder _____, Invitation to Bid³ Number _____, Page _____
 _____ of _____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and Insurance 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

Republic of the Philippines



Government Procurement Policy Board