

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

**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

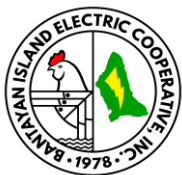
Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

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



Bantayan Island Electric Cooperative, Inc. (BANELCO)
 Balintawak, Bantigue, Bantayan, Cebu
 Tel/Fax No.: (032) 460-9281; (032) 460-9112
 Email address: banelcoonline@yahoo.com
 Website: www.banelcobantayan.com

Invitation to Bid No. 2024-001

BANTAYAN ISLAND ELECTRIC COOPERATIVE, INC. through its Bids and Awards Committee (BAC), hereby invites all accredited suppliers to submit their respective bids for Supply and Delivery of Materials for Power Quality Improvement Project for Feeder 3 Primary Distribution System Phase 3 (BCP-2021-2025-19) to be funded by BANELCO RFSC.

Lot Number	Particulars	ABC (Php) inclusive of VAT	Funding Source	Price of Bid Documents	Project Duration
				(non-refundable)	
Lot 1	Line Hardwares	PhP 832,608.00	BANELCO RFSC	Php 1,000.00	30 Calendar Days upon issuance of NTP
Lot 2	Conductor, Insulated, Tree Wire	PhP 5,084,230.00	BANELCO RFSC	Php 10,000.00	30 Calendar Days upon issuance of NTP

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	August 9, 2024
Issuance and Availability of Bid Documents	August 10, 2024
Pre-Bid Conference	August 16, 2024 (9:00 AM)
Deadline of Queries	August 19, 2024
Final Issuance of Supplemental Bid Bulletin	August 30, 2024
Deadline of Submission and Opening of Bids	September 6, 2024 (9:00 AM)

Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in NEA Memorandum No. 2017-19, Revised Procurement Guidelines and Simplified Bidding Procedures for Electric Cooperatives IRR-RA-10531 (2017)

All Bids shall be opened and read in the presence of Bidders or their duly authorized representatives. Bidders shall be required to put up a Bid Security in the amount equivalent to 2% of the ABC. The Bid Security shall be in the form of cash or manager’s check and submitted together with their Bids. Interested bidders may attend and participate the pre-bid conference raise or submit written queries or clarifications without purchasing first the bidding documents. The presence of bidders during the pre-bid conference is **NOT MANDATORY**.

Only those bidders who have bought the bidding documents shall be allowed to participate the Submission and Opening of Bids.

The Pre-Bid Conference, Submission and Opening of Bids will be held via face-to-face at BANELCO Office, Bantigue, Bantayan, Cebu.

Interested bidders may download the bid documents from BANELCO website or maybe acquired further information from BANELCO Office at Cell Numbers 09311176126/09437012696, Landline 032-4609112, 032-4609281 or call 09232641889 and look for Ms. Maria Ruby Capundag or email at banelco.bac@gmail.com during office hours.

BANELCO reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to the awarding of contract, thereby without incurring any liability to the affected bidder or bidders.

(SGD) ENGR. RONALD D. ALOYAN

Chairman, BAC

Noted by:

(SGD) ENGR. LEE D. RIVERA

General Manager

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *BANELCO* wishes to receive Bids for the Supply and Delivery of Materials for Power Quality Improvement Project for Feeder 3 Primary Distribution System Phase 3 (BCP-2021-2025-19).

2. Funding Information

The fund for this engagement shall be sourced from BANELCO Reinvestment Fund for Sustainable CAPEX (RFSC).

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. Only bidders which meet the eligibility criteria provided below shall be eligible to participate in this bidding.
- 5.3. Only Filipino Citizens/Sole Proprietorships; Partnerships or Corporations with at least Sixty Percent (60%) of the interest or outstanding capital stock belonging to citizens of the Philippines; Cooperatives duly registered with the Cooperative Development Authority (CDA); or Joint Ventures with at least

sixty percent (60%) Filipino interest/ownership shall be eligible to participate in this Bidding.

- 5.4 The bidder must have completed a Single Largest Completed Contract (SLCC) that is similar to the Project. The SLCC: (a) must be equivalent to Fifty Percent (50%) of the Total ABC.
- 5.5 For the purpose of this bidding a similar contract or project shall mean contracts for Supply and Delivery of Materials for Conductor, Insulated, Tree Wire.
- 5.6 The bidder's Net Financial Contracting Capacity (NFCC) should be equal or more than the Total ABC.
- 5.7 Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - a) When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - b) Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - c) When the Goods sought to be procured are not available from local suppliers; or
 - d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.8 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 supplier or bidder shall not be allowed to sub contract the EMs subject of this Bidding

8. Pre-Bid Conference

- 8.1 Pre-bid conference shall be conducted via face-to-face on **August 16, 2024, 9:00 a.m.** at *BANELCO office, Balintawak Bantigue, Bantayan Cebu.*

- 8.2 The pre-bid conference shall: (a) discuss, among others, the eligibility requirements and the technical and financial components of the contract to be bid as stipulated in the Bidding Documents; and (b) clarify any provisions, requirements, and/or terms and conditions of the Bidding Documents and/or any other matter that the prospective bidders may raise.
- 8.3 Attendance of the bidders to the pre-bid conference is optional, except when otherwise stated in the Invitation to Bid.

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 5.4 should have been completed 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 the **IB** shall not be accepted.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1 The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2 Bids and Bid Securities shall be valid for a period of one hundred twenty (120) calendar days from the date of the opening of bids.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

- 16.1. The bidders shall submit their bids on the specified date, time, and address as indicated in the ITB.
- 16.2. Unsealed or unmarked bid envelopes shall be rejected.
- 16.3. Bids, including the eligibility requirements, submitted after the deadline shall not be accepted by the BANELCO BAC.

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 the **ITB**. The Bidders' representatives who are present shall sign a register evidencing their attendance.

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.
- 17.3. The eligibility requirements and bid proposals shall be evaluated using a non discretionary "pass/fail" criteria.

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.

- 17.4. In the opening of bids, the Two Envelope System shall be adopted.
- 17.5. Envelope 1, containing the Eligibility Requirements (Class A and B documents) and the Bid Security, shall be opened in the following order:
- | | |
|----------|---|
| Folder 1 | Legal Documents |
| Folder 2 | Technical Documents |
| Folder 3 | Financial Documents |
| Folder 4 | Class “B” Documents |
| Folder 5 | Bid Securities in the prescribed form, amount and validity period |
- 17.6. The submitted documents of each bidder shall be examined and checked to ascertain that they are all present using a nondiscretionary “pass/fail” criteria. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. Hence, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered “failed”. Otherwise, the BANELCO BAC shall rate the first envelope (Envelope 1) as “passed.”
- 17.7. The second envelope (Envelope 2) containing the Bid Proposal of bidders that were rated failed or ineligible shall no longer be opened and should be returned to the bidder.
- 17.8. After determining compliance with the requirements in the first envelope, the second envelope (Envelope 2) of each remaining eligible bidder whose first envelope was rated “passed” shall be opened in the following order:
- | | |
|----------|--------------------|
| Folder 1 | Technical Proposal |
| Folder 2 | Financial Proposal |
- 17.9. The bidder whose Technical Proposal passed the technical requirements and specifications shall be rated as “passed”, after which Folder 2 of the second envelope containing the financial proposal shall be opened.
- 17.10. Financial Proposals (Folder 2) higher than the ABC shall be outrightly disqualified.
- 17.11. In case any of the requirements in the second envelope is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC, the BANELCO BAC shall rate the bid concerned as “failed.”

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. The BANELCO BAC shall conduct a detailed evaluation of all bids using a non-discretionary criteria considering the following:
- a. Completeness of the Bid – Partial bids shall not be allowed. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free.
 - b. Arithmetical Corrections - Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications if expressly allowed in the Bidding Documents. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 19.3. The BANELCO BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. For this purpose, all bidders shall be required to include the cost of all taxes such as but not limited to Value Added Tax (VAT), income tax, local taxes, and other fiscal levies and duties, which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including taxes, shall be the bases for bid evaluation, comparison, and for determining the Lowest Calculated Bid (LCB).
- 19.4. In case of discrepancies between:
- | | |
|--|---|
| Figures against words | - Words shall prevail |
| Total price per item against unit price for the item multiplied by the quantity of that item | - Price per item multiplied by the quantity shall prevail |
| Stated total price against the actual sum of prices of component items | - Actual sum of prices of component items shall prevail |
| Unit cost in the detailed estimate against unit cost in the bill of quantities | - Unit cost in its bill of quantities shall prevail |
- 19.5. Bids shall then be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications to identify the LCB. Total calculated bid prices, as evaluated and corrected for computational errors, and other bid modifications, which exceed the ABC shall be disqualified.

- 19.6. The Contract(s) shall be awarded on a per item basis.
- 19.7. The bid which is determined to be the LCB for a particular item shall be subjected to post-qualification.
- 19.8. 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.

20. Post-Qualification

- 20.1. The BANELCO BAC shall notify the Bidder which has the LCB for that item(s) that it shall undergo post-qualification. Whenever required and within the period stated in the notice, the bidder shall submit to the BANELCO BAC its latest income and business tax returns, and other appropriate licenses and permits required by law and as stated in the Checklist of Eligibility Requirements.
- 20.2. The objectives of the post-qualification include but shall not be limited to:
 - 20.7.1. To verify, validate, and ascertain all statements made and documents submitted by the bidder with the LCB, as stated in the bidding documents;
 - 20.7.2. To determine whether the Bidder with the LCB complies with and is responsive to all the requirements and conditions as specified in the Bidding Documents; and
 - 20.7.3. To declare the Lowest Calculated Responsive Bid (LCRB) for a particular item or items (as the case may be) and recommend to the HOPE the award of consignment agreement/contract for that item(s) to the said bidder at its submitted bid price or its calculated bid price, whichever is lower.
- 20.3. If the bidder with the LCB fails the criteria for post-qualification, the BANELCO BAC shall notify the said bidder in writing of its post-disqualification and the grounds for it.
- 20.4. Immediately after the BANELCO BAC has notified the first bidder of its post disqualification, and notwithstanding any pending request for reconsideration thereof, the BANELCO BAC shall initiate and complete the same post-qualification process on the bidder with the second LCB for the same item(s). If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the LCRB.
- 20.5. If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LCB for the same item(s), and so on until the LCRB for that item(s) is determined for award.

21. Notice of Award

- 21.1. Within three (3) calendar days from the issuance of the BANELCO BAC resolution recommending award of the contract for a particular item or item(s), the BANELCO BAC shall notify all other Bidders in writing, whether through physical or electronic means, of its recommendation.
- 21.2. Within a period not exceeding fifteen (15) calendar days from the determination by the BANELCO BAC of the bidder with LCRB or Single Calculated Responsive Bid (SCRB) and the recommendation to award the contract for a particular item or item(s), the HOPE or its duly authorized representative shall approve or disapprove such recommendation.
- 21.3. In case of approval, the HOPE or its duly authorized representative, shall immediately issue the Notice of Award to the bidder with the LCRB and SCRB and require the posting of Performance Securities.
- 21.4. In the event of disapproval, which shall be based only on valid, reasonable, and justifiable grounds, as provided for under Section 5.6 of **the RPH Procurement Rules**, the HOPE shall notify the BANELCO BAC and the bidder in writing of such decision and grounds for such disapproval. When applicable, the BANELCO BAC shall initiate and complete the post qualification of the bidder with the next LCB for the same item(s).
- 21.5. A request for reconsideration may be filed by the bidder with the HOPE within three (3) calendar days from receipt of the Notice of Disapproval. The HOPE shall resolve with finality the request for reconsideration within seven (7) calendar days from the filing thereof and furnish the bidder a copy of the resolution immediately from its promulgation.
- 21.6. In no case shall a request for reconsideration stay or delay the bidding process. However, the request for reconsideration must first be resolved before any award is made.
- 21.7. Within fifteen (15) calendar days from receipt of by the winning bidder of the Notice of Award, the following conditions should be complied with:
 - 21.7.1. Submission of the valid Joint Venture Agreement (JVA), if applicable;
 - 21.7.2. Posting of performance securities in accordance with Section 4.3 of the GCC.

22. Signing of the Contract

- 22.1. 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**.
- 22.2. The Procuring Entity shall enter into a Framework Agreement with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1	<p>The Procuring Entity is /Bantayan Island Electric Cooperative, Inc. (BANELCO)/.</p> <p>The name of the Contract is Supply and Delivery of Conductor, Insulated, Tree Wire.</p>
2	<p>The Funding Source is:</p> <p>BANELCO RFSC in the amount of PhP 5,084,230.00</p> <p>Power Quality Improvement Project for Feeder 3 Primary Distribution System Phase 3</p>
5.7	<p>Foreign bidders may participate in this Project in view of the following circumstance(s): When the Goods sought to be procured are not available from local suppliers.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p style="margin-left: 40px;">a. The amount of not less than <u>Php 101,684.60</u> (2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p>
14.2	<p>Bids will be valid until [120 CD].</p>
16.1	<p>The deadline for submission of bids September 6, 2024, 9:00 a.m.</p>
17.5	<p>The following income and business tax returns shall be required:</p> <ol style="list-style-type: none"> 1. 2023 Income Tax Return and proof of payment; 2. Value Added Tax Returns (Forms 2550M and 2550Q) or Percentage Tax Returns (Form 2551M) and proof of payments thereof covering the months of January to June 2024. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payments System (EFPS). Proofs of payment are as follows: EFPS Confirmation receipt; or</p>

	Bank issued payment confirmation receipt; or BIR payment status BIR payment status
17.1	The place of bid opening is BANELCO Office Bantigue, Bantayan, Cebu The date and time of bid opening is September 6, 2024, 9:00 a.m.
17.11	The ABC is [<i>Php</i> 5,084,230]. Any bid with a financial component exceeding this amount shall not be accepted.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

3.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
1. Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)

<p>2. Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
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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 or Framework Agreement/ specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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 <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

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

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

	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</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>
	<p>Regular and Recurring Services –</p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
3.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of <i>Php 254,211.50</i> <i>[Insert 5% of BID Price]</i>, Cash, Cashier’s, Manager’s check, issued by a Universal or Commercial Bank. <p>The amount of <i>Php 254,211.50</i> <i>[Insert 5% of BID Price]</i> Bank draft/Guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank.</p>
5.1	<p>One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
6	<p><i>Supplier is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i></p>

Section VI. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

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

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

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

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

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

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

In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation.

Technical Specifications

SCOPE

Cable description	Cable type
Conductor, 23-25 kv Insulated, 168.2 mm ² , AWG 336.4 (MCM)	XLPE/HDPE ACSR/AWG TREE WIRE (Non-Shielded)

REFERENCE STANDARDS

-ASTM B-230, B232, B-498/ICEA S66-524/PEC/USA technology

TYPE AND STANDARD

The type and standard of wire shall be in accordance with Table 1

<Table 1.>

Voltage Rating KV	Size AWG/MCM	Conductor		Overall diameter (approx) mmØ	Conductor shield mm	Insulation thickness (XLPE) mm	Jacket thickness (HDPE) mm	Cable diameter (approx.) mmØ	Ampacity Ambient Temp. @40°C (Approx.) A
		No. of strands	Nom. Singles diameter mmØ						
23	336.4	26/7	2.89/2.25	18.3	0.8	4	1.5	30.90	414

INSPECTION

Inspection shall be made in accordance with Table 1.

PACKING

The cable shall be wound on reel with wooden drum (or Plastic drum) such as to prevent damage during transportation. The batten shall be tightly fixed to the drum.

The following description shall be marked on a flange of the reel.

- Direction of rotation of the reel
- Position of the winding finish end of cable

- Type of the cable
- Number of conductors and size
- Cable length
- Net and Gross weight
- Manufacturer's name
- Year of manufacture
- Reel No.(if required)

MARKING

-Cable marking

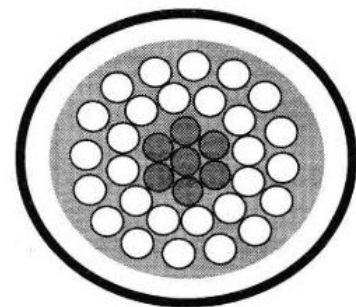
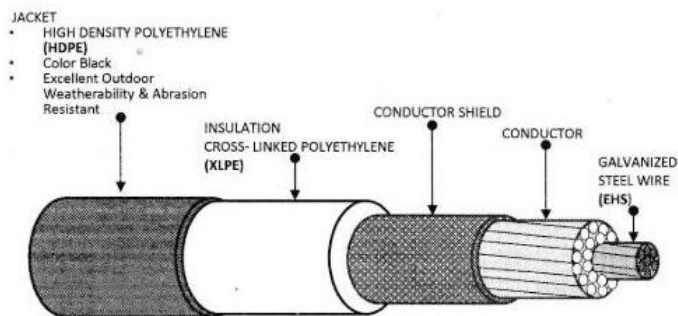
The following information shall be repeatedly indenting on the surface of the cable at regular intervals over the entire length.

Tree Wire 336.4 (MCM)	Conductor, 23-25KV, Insulated, Tree Wire ACSR/AW, AWG
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LENGTH MARKING

The serial length marking shall be printed or indented on the surface of outer sheath per 1 meter interval throughout the length of cable. If the cable diameter is less than 8mm, the length marking may be omitted.

CROSS-SECTIONAL DRAWING and PHOTO



Bidder shall provide one stripper and cable pulling net as freebie during the delivery of materials.

- It will not damage the conductor part at any circumstance.
- It can be usable on number 336.4 MCM Tree Wire.



➤ **Required Cutting Length:**

- ❖ SUPPLIER MUST STRICTLY FOLLOW THE CUTTING LENGTH REQUIRED BY THE COOP, FAILURE TO FOLLOW WILL NOT BE ACCEPTED.

ITEM NO.	PARTICULAR - REFERENCES	CONDUCTOR CUTTING LENGTH (Mtrs.)
1	Conductor, 23-25 kv Insulated, Tree Wire, Non-Shielded HDPE/XLPE ACSR/AWG 168.2 mm ² , AWG 336.4 (MCM)	9 x 1,300 Mtrs. / Reel 1 x 1,370 Mtrs. / Reel

➤ **Packaging and Shipping:**

- ❖ All conductors reeling cutting length must meet the standard compliance requirement set:
- ❖ Conductor shall be shipped on non-returnable reels constructed from new treated lumber which shall be square sawn, be of smooth surface, with no splits , warps, crooks, loose fibers, decay or insect infestation.

Section VII. Bidding Forms

Form#1: Confirming Statement on Delivery Schedule

(Letterhead of the Bidder)

Date: _____, 2024

The BAC Chairman
BANELCO
Bantigue, Bantayan, Cebu

Attention: Engr. Ronald D. Aloyan
BANELCO BAC Chairman

Subject: Confirming Statement on Delivery Schedule

[Name of Bidder] hereby unconditionally declares that:

1. It shall deliver the Equipment and Materials and perform its obligations for the Consignment Supply and Delivery of Conductor, Insulated, Tree Wire (Lot No. 2) in accordance with the Biddings Documents;
2. It shall perform the Contract in accordance with the Bidding Documents.
3. The Schedule of Requirements (Section IV of the Bidding Documents) as signed and accomplished by the [Name of Bidder's] authorized representative is attached as Annex "A" hereof;
4. Conductor, Insulated, Tree Wire to be consigned, supplied and delivered under the Contract are brand new and a proof origin shall be provided to the BANELCO BAC.
5. It understands and shall abide by the provisions of Liquidated Damages in the Bidding Documents in cases wherein it has breach the Contract.

[Name of Bidder]
By: [Signature]

[Name of Authorized Representative]
[Position/Designation]

Form#2: Confirming Statement on Warranty

(Letterhead of the Bidder)

Date: _____, 2024

The BAC Chairman
BANELCO
Bantigue, Bantayan, Cebu

Attention: Engr. Ronald D. Aloyan
BANELCO BAC Chairman

Subject: Confirming Statement on Warranty

[Name of Bidder] hereby unconditionally declares that:

1. It shall deliver the Equipment and Materials (EMs) and perform its obligations for the Consignment Supply and Delivery of Conductor, Insulated, Tree Wire (Lot No. 2) in accordance with the Biddings Documents;
2. It shall cover the warranty for the Conductor, Insulated, Tree Wire under Lot No. 2, for a minimum of **One (1) Year** counted from the time that the Conductor, Insulated, Tree Wire purchased and accepted by the Member ECs are installed.
3. The warranty in favor of BANELCO shall survive even after the expiration of the Contract.
4. It understands and shall abide by the Warranty provisions as provided in the Bidding Documents.

(Name of Bidder)

By:

[Signature]
[Name of Authorized Representative]
[Position/Designation]

Form#3: Details of Technical Specification

Item	Specification	Statement of Compliance
		<p><i>[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]</i></p>
1	<p>Conductor, 23-25 kv Insulated, Tree Wire, Non-Shielded HDPE/XLPE ACSR/AWG 168.2 mm², AWG 336.4 (MCM)</p>	

Conforms to the following specifications

I hereby certify that the statement of compliance to the foregoing technical specifications are true and correct, otherwise, if found 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

Form#4: Bid Prices in Bill of Quantities

Bid Form

Date: _____

Public Bidding No.: 2024-001

The BAC Chairman
BANELCO
Bantigue, Bantayan, Cebu

Gentlemen and Ladies:

Having examined the Bidding Documents including Bid Bulletin Number [____], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Supply and Deliver at BANELCO Warehouse of Conductor, Insulated, Tree Wire Supply of Materials for Power Quality Improvement Project for Feeder 3 Primary Distribution System Phase 3 (BCP-2021-2025-19) in conformity with the said Bidding Documents for the sums stated hereunder:

No.	DESCRIPTION	Qty	Unit	Amount
1	Conductor, 23-25 kv Insulated, Tree Wire, Non-Shielded HDPE/XLPE ACSR/AWG 168.2 mm ² , AWG 336.4 (MCM)	13,070	meters	

UNIT IN WORDS: _____

TOTAL BID PRICE IN WORDS: _____

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Form#5: Sworn Statement

Omnibus Sworn Statement

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

AFFIDAVIT

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

1. *Select one, delete the other:*

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

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

2. *Select one, delete the other:*

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

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

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

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 _____

* This form will not apply for WB funded project

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Folder 1 Legal Documents

- (a) Registration Certificate issued by the Securities and Exchange Commission (SEC) for Partnerships and Corporations; by the Department of Trade and Industry (DTI) for sole proprietorships; or by the Cooperative Development Authority (CDA) for cooperatives;
- (b) Valid and current Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located or equivalent document;

A recently expired Mayor’s/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit, shall be accepted. However, the valid and current Mayor’s/Business permit must be provided during the post qualification stage.

- (c) Tax Clearance from the Bureau of Internal Revenue (BIR) to prove bidder’s full and timely payment of taxes to the Government;
- (d) BIR Value Added Tax Registration;
- (e) Proofs of VAT payment for the last six (6) months preceding the bid opening date;
- (f) A certification under oath from the bidder’s responsible officers that the bidder is free and clear of all liabilities from the government;
- (g) Omnibus Sworn Statement-Affidavit with attached proof of authority;

Folder 2 Technical Documents

- (h) Statement in matrix form of all on-going and completed government and private contracts (service contracts, maintenance contracts, purchase orders, job orders, etc.) within the relevant period (where applicable), including contracts awarded but not yet started (if any), whether similar or not similar in nature and complexity the contract subject of the bidding. The statement shall include the following information for each contract:

- (1) Whether the contract is on-going, completed, or awarded but not yet started; within the relevant period, where applicable
- (2) The name of the contract;
- (3) Date of contract;
- (4) kind of goods sold;
- (5) Amount of contract and value of outstanding contracts;

- (i) Statement identifying the bidder's SLCC similar to the contract to be bid within the relevant period and with a value as provided in ITB Clause 5.4.

Folder 3 *Financial Documents*

- (j) Complete set of audited financial statements, 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;

Complete set of financial statement includes the following:

1. Balance Sheet;
2. Income Statement;
3. Statement of Changes in Equity;
4. Cash Flow Statement;
5. Notes to Financial Statement; and
6. Statement of Management Responsibility for Financial Statement.

- (k) The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

NFCC = [(Current assets minus current liabilities) (15)] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements (AFS) submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

Folder 4 *Class "B" Documents*

In case of a Joint venture:

- (l) Valid Joint Venture Agreement (JVA), in case the Joint Venture is in existence. The JVA should contain provisions which clearly reflect the following matters: (a) the respective contributions of the JV Partners; (b) the respective responsibilities/roles of the JV Partners; and (c) the valuation of each of the JV Partners' respective contributions; or
- (m) In the absence of a JVA, duly notarized statements from all the potential joint venture partners which shall include statements that: (a) they will enter into and abide by the provisions of the JVA in the event that the bid is successful; and (b) failure to enter into a JVA in the event of a contract award shall be a ground for bid disqualification and subsequent forfeiture of the bid security.

Each partner of the joint venture shall submit their respective legal eligibility requirements. The submission of the technical and financial eligibility requirement by any of the joint venture partners constitutes compliance. Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements

Folder 5 Bid Securities in the prescribed form, amount and validity period

- (n) Bid securities (valid for 120 calendar days from the date of the opening of bids) payable to BANELCO in the following forms and amounts:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	

II. FINANCIAL COMPONENT ENVELOPE

Folder 1 Technical Proposal

- (o) Confirming Statement on Delivery Schedule;
- (p) Confirming Statement on warranty being offered; and
- (q) Details of Technical Specification.

Folder 2 Financial Proposal

- (r) Bid Prices in Bill of Quantities in the prescribed bid form

