

**Bantayan Island Electric Cooperative, Inc.
(BANELCO)**

Balintawak, Bantigue, Cebu

Tel/Fax No.: (032) 460-9281; (032) 460-9112

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BIDDING DOCUMENTS

BANELCO

ITB # 2024 – 04

**Lot 1: Supply, Delivery Test &
Commissioning of Submarine Power Cable
(bundled 3 - core) 5600 meters, 15kv 60mm²
with 16-core optical fiber, Termination Kits
and its Accessories**

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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



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. 2024-004

BANTAYAN ISLAND ELECTRIC COOPERATIVE, INC. through its Bids and Awards Committee (BAC), hereby invites all accredited suppliers and contractors to submit their respective bids for Supply of materials, tools, equipment and labor for the installation, test and commissioning of SUBMARINE CABLE and its protections in Moamboc Sulangan, Bantayan to Hilotongan, Bantayan, Cebu to be Funded by 2024 LFP-TEP Subsidy.

Lot Number	Particulars	PCAB License Requirement	ABC (PhP)	Price of Bid Documents	Project Duration
			inclusive of VAT	(non-refundable)	
Lot 1	Supply, Delivery Test & Commissioning of Submarine Power Cable (bundled 3 - core) 5600 meters, 15kv 60mm ² with 16-core optical fiber, Termination Kits and its Accessories Made in G10 Countries	None	59,656,844.59	PhP 50,000.00	180 CD
Lot 2	Submarine Cable Laying, Support & Installation of Offshore Cable Protections	Electrical or Offshore Engineering	30,803,321.08	PhP 25,000.00	180 CD
Lot 3	Supply, Delivery and Installation of On-shore Cable Protection, Primary Metering, Line Conversion and Extension	Electrical or Offshore Engineering	5,925,075.00	PhP 10,000.00	60 CD

ACTIVITIES	SCHEDULE
Advertisement/Posting of Invitation to Bid	November 15, 2024
Issuance and Availability of Bid Documents	November 18, 2024
Pre-Bid Conference	November 22, 2024 1:30PM
Deadline of Queries	November 29, 2024
Final Issuance of Supplemental Bid Bulletin	December 3, 2024
Deadline of Submission and Opening of Bids	December 6, 2024 10:00AM

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) 9184 otherwise known as the “Government Procurement Reform Act”.

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.

Pre-Bid Conference shall be open to all interested parties; however, only those who have purchased the Bidding Documents may participate the discussion at said conference to be held at BANELCO Office, Bantigue, Bantayan, Cebu.

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

1. Scope of Bid

Supply, Delivery Test & Commissioning of Submarine Power Cable (bundled 3 - core) 5600 meters, 15kv 60mm² with 16-core optical fiber Made in G10 Countries SUBMARINE CABLE, Termination Kits and its Accessories for Moamboc, Sulangan, Bantayan to Hilotongan, Bantayan, Cebu.

2. Funding Information

The fund for this engagement shall be sourced from 2024 LFP-TEP (Locally Funded Project – Total Electrification Project) Subsidy.

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** (Invitation to Bid) 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. 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 for the last ten years. 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 Submarine Power Cable.
- 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

Unless otherwise indicated in the **BDS**, 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 **November 22, 2024, 1:30 P.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 **ITB**, at least seven (7) 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:
 - a. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - b. The cost of all customs duties and sales and other taxes already paid or payable;
 - c. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - d. 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 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 three (3) copies 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.

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.
- 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:
 - 20.2.1 To verify, validate, and ascertain all statements made and documents submitted by the bidder with the LCB, as stated in the bidding documents;
 - 20.2.2 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
- 20.3. 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.
- 20.6. Within three (3) calendar days from receipt by the bidder of the notice from the BAC that the bidder has the Lowest Calculated Bid, the bidder shall submit the following documentary requirements to the BAC;
 - a) Latest income and business tax returns;
 - b) Certificate of PhilGEPS Registration; and
 - c) Other appropriate licenses and permits required by law and stated in the Bidding Documents.

Failure to submit the above requirements on time or a finding against the veracity of such shall be ground for the forfeiture of the bid security and disqualify the bidder 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 SCRБ and require the posting of Performance Securities.
- 21.4. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.
- 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 13.1 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

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, Delivery Test & Commissioning of Submarine Power Cable (bundled 3 - core) 5600 meters, 15kv 60mm² with 16-core optical fiber Made in G10 Countries</p>
2	<p>The Funding Source is:</p> <p>2024 LFP-TEP Subsidy in the amount of</p> <p><i>PhP 59,656,844.59</i></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>
6.0	<p>Origin of Goods</p> <p>Submarine Cable shall be Designed and Manufactured in G10 Countries only (Belgium, Canada, France, Germany, Italy, Japan, Netherlands, Sweden, Switzerland, United Kingdom and United States)</p>
14.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of <i>PhP 1,193,136.89</i>[2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of <i>PhP 2,982,842.23</i>[5% of ABC] if bid security is in Surety Bond; or
14.2	<p>Bids will be valid until [120 CD].</p>
16.1	<p>The deadline for submission of bids December 6, 2024, 10:00 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 May 2024 – October 2024. <p>The income tax and business tax returns stated above should have been filed through the Electronic Filing and Payments System (EFPS).</p>

	<p>Proofs of payment are as follows: EFPS Confirmation receipt; or Bank issued payment confirmation receipt; or BIR payment status BIR payment status</p>
17.1	<p>The place of bid opening is BANELCO Office Bantigue, Bantayan, Cebu</p> <p>The date and time of bid opening is December 6, 2024, 10:00 a.m.</p>
17.11	<p>The ABC is [<i>PhP 59,656,844.59</i>]. Any bid with a financial component exceeding this amount shall not be accepted.</p>

Section IV. General Conditions of Contract

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a.) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - (b.) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c.) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
 - (d.) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
 - (e.) “GCC” means the General Conditions of Contract contained in this Section.
 - (f.) “SCC” means the Special Conditions of Contract.
 - (g.) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
 - (h.) “The Procuring Entity’s country” is the Philippines.
 - (i.) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
 - (j.) The “Funding Source” means the organization named in the SCC.
 - (k.) “The Project Site,” where applicable, means the place or places named in the SCC.
 - (l.) “Day” means calendar day.
 - (m.) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
 - (n.) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds

or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

2.1 Unless otherwise provided in the SCC, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

(a.) defines, for the purposes of this provision, the terms set forth below as follows:

- i. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- ii. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.
- iii. "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
- iv. "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- v. "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international

financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b.) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC** Clause 2.1(a).

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5. Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the SCC, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the SCC for GCC Clause 5.1.

6. Scope of Contract

- 6.1 The Goods and Related Services to be provided shall be as specified in “Confirming Statement on Delivery Schedule”.
- 6.2 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. Any additional requirements for the completion of this Contract shall be provided in the SCC.

7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods is not allowed.

8. Procuring Entity’s Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

9. Prices

- 9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

10. Payment

- 10.1 Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity

to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.

- 10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3 Pursuant to GCC Clause 10.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the SCC.
- 10.4 Unless otherwise provided in the SCC, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5 Unless otherwise provided in the SCC, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the SCC. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless otherwise directed by the President or in cases allowed under Annex "D" of RA 9184.
- 11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3 For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:
 - (a.) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods.
 - (b.) On Delivery: Seventy-five percent (75%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
 - (c.) On Acceptance: The remaining ten percent (10%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative and after posting of warranty security. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty-five (45) days of the

date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining ten percent (10%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

- 13.1 Within ten (10) calendar days from receipt of the Notice of Award 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 the forms;

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(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.	Five percent (5%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.
- 13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

- (a.) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;
 - (b.) The Supplier has no pending claims for labor and materials filed against it; and
 - (c.) Other terms specified in the SCC.
- 13.5 In case of a reduction of the contract value, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14. Use of Contract Documents and Information

- 14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2 Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so, required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

- 16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and 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.
- 16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

- 16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Supplier shall bear all the costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to **GCC** Clause 5.
- 16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

- 17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the SCC. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least ten percent (10%) of every progress payment, or a special bank guarantee equivalent to at least ten percent (10%) of the total Contract Price or other such amount if so, specified in the SCC. The said amounts shall only be released after the lapse of the warranty period specified in the SCC; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.
- 17.4 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, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.
- 17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.4, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

- 18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity.
- 18.2 If at any time during the performance of this Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 22, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3 Except as provided under **GCC** Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 29 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 18 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1 The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2 For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

- 23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

(a.) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;

(b.) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or

(c.) The Supplier fails to perform any other obligation under the Contract.

23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a.) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
 - (b.) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

- 26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- (a.) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 2.1.a;
 - (b.) Drawing up or using forged documents;
 - (c.) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (d.) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

- 27.1 The following provisions shall govern the procedures for termination of this Contract:
- (a.) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b.) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - i. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - ii. the extent of termination, whether in whole or in part;

- iii. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
 - iv. special instructions of the Procuring Entity, if any.
- (c.) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
 - (d.) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
 - (e.) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
 - (f.) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
 - (g.) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
 - (h.) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.1(g)	<p>The Procuring Entity is Bantayan Island Electric Cooperative, Inc.</p> <p>(BANELCO), Balintawak Bantigue, Bantayan Cebu.</p>
1.1(i)	The Supplier is <i>[to be inserted at the time of contract award]</i> .
1.1(j)	<p>The Funding Source is</p> <p>2024 LFP-TEP Subsidy</p>
1.1(k)	The Project Site is Moamboc to Hilotongan Islets, <i>Bantayan, Cebu</i>
2.1	No further instructions.
5.1	<p>The Procuring Entity’s address for Notices is: (BANELCO), Balintawak Bantigue, Bantayan Cebu.</p> <p>The Supplier’s address for Notices is: <i>[Insert address including, name of contact, fax and telephone number]</i></p>
6.2	<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 “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.”</i></p> <p><i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Delivery. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p>

For Goods supplied from within the Philippines:

Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);
- (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For Goods supplied from abroad:

Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original Supplier's factory inspection report;
- (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate;
- (v) Original and four copies of the certificate of origin (for imported Goods);

- (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;
- (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and
- (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is *[insert name(s)]*.

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Schedule of Delivery:

Select appropriate requirements and delete the rest.

- (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.

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.

- (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve

	<p>the Supplier of any warranty obligations under this Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> 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. <p>The spare parts required are listed in Schedule of Delivery and the cost thereof are included in the Contract Price</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>[insert here the time period specified. If not used insert time period of three times the warranty period]</i>.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within <i>[insert appropriate time period]</i> months of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p>
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	<p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>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>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</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 <i>force majeure</i> in accordance with GCC Clause 22.</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</p>
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	<p>have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent 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>
10.4	"Payment shall be made in [<i>Philippine currency</i>].
13.4(c)	"No further instructions".
16.1	"No further instructions".
17.3	One (1) year after acceptance by the Procuring Entity of the delivered Goods.
17.4	The period for correction of defects in the warranty period is [<i>3 months</i>].
21.1	<i>Supplier is a joint venture</i> , "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity."

Section VI. Technical Specifications

Technical Specifications

15kV, 3 x 60SQ.MM XLPE INSULATED, POLYETHYLENE JACKETED, 1x16-CORE OPTICAL FIBER COMPOSITE, SINGLE WIRE ARMOURED SUBMARINE CABLE Made and Manufactured in G10 Countries.

1. SCOPE

This specification covers manufacturing and testing of 15kV 3x60mm² XLPE insulated and single wire armoured submarine cables composite with 1-unit of 16-core fiber optics generally in accordance with IEC60228, IEC60502-2, ITU-T G.652 and/or manufacturer's standard.

2. CONSTRUCTION AND MATERIALS

2.1 Power Cores

2.1.1 Conductor

Conductor shall be of compact round, stranded, annealed uncoated copper wires in accordance with IEC60228.

2.1.2 Conductor Water Barrier

Watertight sealing material shall be applied longitudinally in the interstices of the conductor strands.

A semi-conductive swelling tape shall be applied over the conductor.

2.1.3 Conductor Screen

A layer of black, semi-conducting compound compatible with the insulation and the conductor shall be extruded over the conductor to form a stress control layer.

Tape shall not be used and the maximum operating temperature of the screen shall be equal to or higher than that of the insulation.

The outer surface of the screen shall be cylindrical and shall be firmly bonded to the insulation.

2.1.4 Insulation

The insulation shall consist of cross-linked polyethylene (XLPE).

The three layers of the conductor screen, insulation and insulation screen shall be extruded simultaneously. The curing of the XLPE insulation shall be by dry curing process.

The minimum thickness at any point shall not fall below 90% of the nominal value shown in the attached table by more than 0.1mm.

The eccentricity of the insulation layer shall not exceed;

$$(t_{\max} - t_{\min}) / t_{\max} \leq 0.15$$

where,

t_{\max} is the maximum thickness.

t_{\min} is the minimum thickness.

t_{\max} and t_{\min} are measured value for the same cross section.

2.1.5 Insulation Screen

The insulation screen shall consist of extruded layer of black semi-conducting compound bonded firmly and continuously to the insulation.

2.1.6 Metallic Screen

The insulation screen shall be covered with a plain annealed uncoated copper tape applied with suitable overlap.

A semi-conducting bedding tape may be applied between the insulation screen and the metallic screen at the manufacturer's discretion.

2.1.7 Conductor Identification

Each conductor shall be identified by different colored plastic tape placed under the metallic screen.

The color code shall be “Red”, “Yellow” and “Blue”.

2.1.8 Individual Sheath

The individual sheath of black semi-conducting polyethylene shall be extruded over the metallic sheath. The minimum thickness at any point shall not be less than 80% of the nominal value shown in the attached table by more than 0.2mm.

2.2 Optical Fiber Cable (1-unit x 16-core)

The optical fibers are single mode of 16 cores and housed into the stainless-steel tube. One (1) Optical fiber cable unit shall be placed in the spaces between power cores.

2.2.1 Optical Fiber Core

The fibers are generally based on ITU-T G.652D.

a. Parameters

Mode field diameter	; 8.6 to $9.2 \pm 0.4\mu\text{m}$ at 1310 nm
Cladding diameter	; $125 \pm 0.7\mu\text{m}$
Core concentricity error	; Max. $0.6\mu\text{m}$
Cladding noncircularity	; Max. 1.0%

b. Optical Characteristics

Attenuation	; Max. 0.4 dB/km at 1310 nm ; Max. 0.3 dB/km at 1550 nm
Zero dispersion wavelength	; 1300 - 1324 nm
Zero dispersion slope	; Max. $0.092\text{ps}/\text{nm}^2\text{-km}$
Cable cut-off wave length	; Max. 1260 nm

2.2.2 Core Identification

All fibers have unique fiber color coding as shown in the table below for 16 fibers. The fiber color coding is in accordance with TIA/EIA-598-C.

Element	Marking	
Ring Marking ¹⁾	0/0	1/150
Fiber Color		
Blue	1	13
Orange	2	14
Green	3	15
Brown	4	16
Grey	5	-
White	6	-
Red	7	-
Black	8	-
Yellow	9	-
Violet	10	-
Rose	11	-
Aqua	12	-

Note:

- 1) Ring marking A/B is defined as follows:
 A = number rings for each marking points, double rings are ~ 6 mm apart
 B = approx. spacing between marking points (mm)

2.2.3 Housing

Sixteen (16) nos. of fibers shall be supported strain free within jelly filled stainless steel tube.

2.2.4 Outer Sheath

The outer sheath shall consist of semi-conducting black polyethylene.

2.3 Composite Cable Assembly

The three (3) insulated power conductors and one (1) optical fiber unit shall be laid up together with polypropylene yarn fillers and bound with a synthetic binder tape(s).

2.3.1 Cable Marking

A white narrow tape with the following items printed in black shall be applied throughout the length of the cable over the laid-up core at 1m interval.

- a) Cable rated voltage
- b) Number and size of conductor
- c) Mode and number of fiber optic core
- d) Insulation type, level, thickness
- e) Manufacturer's name or trade mark
- f) Year of manufacture

2.3.2 Armour Bedding

Single layer of polypropylene yarn shall be applied over the assembly to provide bedding for the wire armour.

2.3.3 Wire Armour

Single layer of close wound galvanized steel wire armour shall be spirally applied over the bedding and anti-corrosive compound shall be applied over the wire armour.

2.3.4 Servicing

Two layers of polypropylene yarn shall be applied over the armour with black/yellow barber pole pattern. Asphaltic compound suitable for polypropylene yarn shall be applied over the inner layer.

2.3.5 Length Marking

The outside of the cable shall be marked by highly visible colored band of PVC tape along its length at 500 m intervals with the first and last 100 m marked at 10 m intervals.

3. TESTING

3.1 Factory Test

Following tests shall be carried out prior to shipment at manufacturer's works in accordance with IEC60502-2, ITU-T G.652 and/or manufacturer's standard.

3.1.1 Factory Test for Power Cable

- a) Partial Discharge test (on a sample of core before laid-up); Max. 10 pC at 15kV
- b) High Voltage test; A.C. 30.5 kV for 5 min.
- c) D.C. conductor resistance test (on a sample); Max. Value Specified in attached Table
- d) Measurement of insulation capacitance; Max. Value Specified in attached Table
- e) Measurement of insulation resistance; Min. Value Specified in attached Table
- f) Hot set test for XLPE (on a sample)
- g) Construction test including visual checks, check for correct marking and dimensions.

3.1.2 Factory Test for Fiber Optic Cable

- a) OTDR test at 1310nm and 1550nm for all fibers from one end
Max. 0.4 dB/km at 1310nm
Max. 0.3 dB/km at 1550nm
- b) Construction test for F.O. and identification code check (on a unit sample)

3.2 Site Test

Following tests shall be carried out after installation in accordance with IEC60502-2, ITU-T G.652 and/or manufacturer's standard.

a) AC. soak test (on the cables after installation); AC 7.62kV for 24 hours.

The commissioning test for this project will be 24-hours trial test on actual distribution line. Therefore, energizing of cable system (distribution) is Lot 3 Contractor and BANELCO's scope. Lot 1 Contractor engineer/s will be at site for witness and supervision on such testing work only. Actual procedure is as follows;

- 1) Wire connection of O/H line to cable termination by Lot 3 Contractor.
- 2) Switch-on by BANELCO.

b) Attenuation test by Lot 3 Contractor (on the cables after installation); Max. 0.4 dB/km at 1310nm (*If possible*) Max. 0.3 dB/km at 1550nm.

4. PACKING

Both ends of cable shall be capped in order to avoid ingress of water and provided with cable pulling grip for cable handling. Completed cable shall be wound in a non-returnable steel drum or container with suitable covers.

5. DELIVERY OF GOODS AND INSPECTION

5.1) BANELCO Inspection team will inspect at the manufacturing plant and witness in the conduct of testing before the delivery of goods to confirm its conformity to the technical specification at no extra cost to BANELCO.

5.2) During Post Qualification, BANELCO TWG/BAC will also visit any finished or on-going submarine cable projects of the winning bidder.

5.3) Delivery of goods shall be directly at the Manila Port; caretaker of goods likewise shall be provided by the winning bidder until the conduct submarine cable laying.

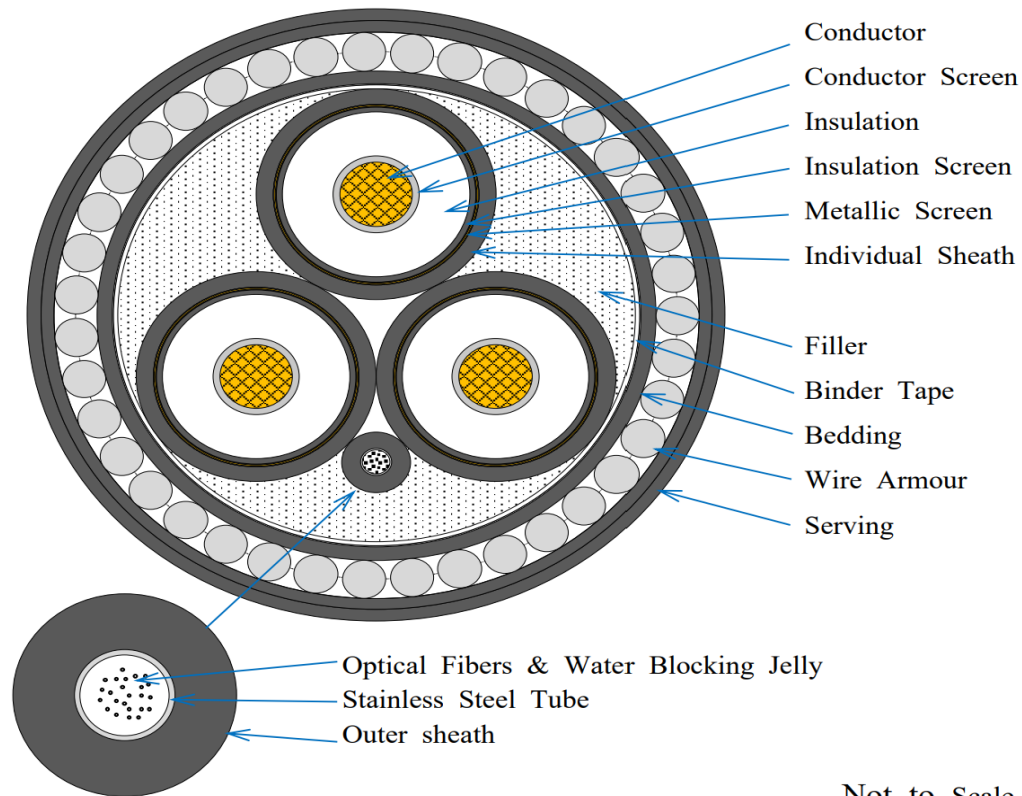
5.4) BANELCO has no responsibility on any lost or damages incurred while on the site.

Note: The BANELCO has no responsibility on any damages or losses during the conduct of testing and commissioning duly witnessed by BANELCO & NEA Representative on Site Test.

Table : Dimension & Particular of Cable

Description	Unit	Dimension & Particular	
Rated Voltage	kV	15	
Capacity	A/MW	197Amp /4.8MW	
Power Conductor			
a. No. of core	-	3	
b. Size	mm ²	60	
c. Diameter	mm	Approx. 9.3	
Thickness of Conductor screen	mm	Approx. 0.8	
Thickness of Insulation	mm	Nom. 4.5	
Thickness of Insulation screen	mm	Approx. 0.7	
Number and Thickness of Copper Tape Screen	mm	1 x Nom. 0.127	
Thickness of Individual Sheath	mm	Nom. 1.8	
Diameter of Power Core	mm	Approx. 29	
Optical Fiber Unit (1-unit x 16-core)			
a. No. of Optical Fiber per unit	-	16	
b. Type of Optical Fiber	-	Single-mode	
c. Outer diameter of stainless steel tube	mm	Nom. 3.6	
d. Thickness of Outer Sheath	mm	Approx. 2.2	
e. Outer diameter of unit	mm	Approx. 8.0	
Thickness of Polypropylene yarn bedding	mm	Approx. 1.5	
Diameter of Galvanized Steel Wire	mm	Nom. 5.0	
Thickness of Polypropylene yarn serving	mm	Approx. 3.0	
Diameter of completed cable	mm	Approx. 83	
Weight of completed cable	- In Air	kg/m	Approx. 12
	- In Water	kg/m	Approx. 6
Max. D.C. Conductor Resistance at 20deg.C	ohm/km	0.316	
Min. Insulation Resistance	Mohm-km	2,600	
Max. Capacitance of Cable Core	μF/km	0.216	
Min. Bending Radius of completed cable			
- During installation	mm	1,700	
- During storage with cable torsion (coiling)	mm	2,250	
- Final setting without cable movement	mm	850	
Max. Cable Pulling Tension			
- Conductor	kN	4.1/core	
- Steel wire armour	kN	71	
- Pulling grip	kN	14	

**Cross Section of 15kV XLPE Insulated, 1x16-Core Optical Fiber Composite,
Single Wire Armoured Submarine Cable**



-Not to Scale-

<i>Description</i>	<i>Material</i>
<Power Core>	
Conductor	Annealed uncoated copper, compacted round concentric lay, filled with sealing material.
Conductor Screen	Extruded Semi-conducting Compound
Insulation	Extruded Cross-linked Polyethylene (XLPE)
Insulation Screen	Extruded Semi-conducting Compound
Metallic Screen	Plain annealed Copper Tape
Individual Sheath	Extruded Semi-conducting Polyethylene
<Fiber Optic Core (16C)>	
Optical fibers	ITU-T Rec.G.652D
Tube	Stainless Steel
Outer sheath	Extruded Semi-conducting Polyethylene
<Cable Assembly>	
Filler	Polypropylene yarn
Binder Tape	Synthetic Binder Tape
Bedding	Single layer of Polypropylene yarn
Wire Armour	Single layer of Galvanized Steel Wires with anti-corrosive compound
Serving	Two layers of Polypropylene Yarn with black/yellow barber pole pattern

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 Submarine Cable, Termination Kits and its Accessories within 180 Calendar Days at Manila Port;
2. It shall perform the Contract in accordance with the Bidding Documents.
3. Submarine Cable 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 Submarine Cable, Termination Kits and its Accessories in accordance with the “**Confirming Statement on Delivery Schedule**”;
2. It shall cover the warranty for the Submarine Cable, Termination Kits and its Accessories under, for a minimum of **One (1) Year** counted from the issuance of Certificate of Final Inspection and Acceptance/Certificate of Full Delivery and Project Completion by BANELCO.
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: Confirming the Details of Technical Specification

(Letterhead of the Bidder)

Date: _____, 2024

The BAC Chairman
 BANELCO
 Bantigue, Bantayan, Cebu

Attention: Engr. Ronald D. Aloyan
 BANELCO BAC Chairman

Subject: Confirming the Details of Specifications

[Name of Bidder] hereby unconditionally Conforms to the following specifications;

Item	Item Description	Specifications/Parameters	Unit	Dimension & Particular (BANELCO's Minimum Requirement)	*Bidder's Offer
1	Submarine Cable	Country of Origin	-	G10 Countries	
		Rated Voltage	kV	15	
		Capacity	A/MW	197Amp /4.8MW	
		Power Conductor			
		a. No. of core	-	3	
		b. Size	mm ²	60	
		c. Diameter	mm	Approx. 9.3	
		Thickness of Conductor screen	mm	Approx. 0.8	
		Thickness of Insulation	mm	Nom. 4.5	
		Thickness of Insulation screen	mm	Approx. 0.7	
		Number and Thickness of Copper Tape Screen	mm	1 x Nom. 0.127	
		Thickness of Individual Sheath	mm	Nom. 1.8	
		Diameter of Power Core	mm	Approx. 29	
		Optical Fiber Unit (1-unit x 16-core)			
		a. No. of Optical Fiber per unit	-	16	
		b. Type of Optical Fiber	-	Single-mode	
		c. Outer diameter of stainless-steel tube	mm	Nom. 3.6	

		d. Thickness of Outer Sheath	mm	Approx. 2.2	
		e. Outer diameter of unit	mm	Approx. 8.0	
		Thickness of Polypropylene yarn bedding	mm	Approx. 1.5	
		Diameter of Galvanized Steel Wire	mm	Nom. 5.0	
		Thickness of Polypropylene yarn serving	mm	Approx. 3.0	
		Diameter of completed cable	mm	Approx. 83	
		Weight of completed cable	- In Air	kg/m	Approx. 12
			- In Water	kg/m	Approx. 6
		Max. D.C. Conductor Resistance at 20deg.C	ohm/km	0.316	
		Min. Insulation Resistance	Mohm-km	2,600	
		Max. Capacitance of Cable Core	µF/km	0.216	
		Min. Bending Radius of completed cable			
		- During installation	mm	1,700	
		- During storage with cable torsion (coiling)	mm	2,250	
		- Final setting without cable movement	mm	850	
		Max. Cable Pulling Tension			
		- Conductor	kN	4.1/core	
		- Steel wire armour	kN	71	
		- Pulling grip	kN	14	
2	Termination Kits and Accessories		sets	9	

*Bidders must fill up against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. "Filled-up parameters" 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 hereby certify that the statement of compliance to the 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: _____

BANELCO ITB No.: 2024-004

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 Manila Port of Submarine Cable, Termination Kits and Accessories in conformity with the said Bidding Documents for the sums stated hereunder:

No.	Description	Quantity	Unit	Amount
1	15kV 3x60mm ² XLPE Insulated, single wire armored Submarine Cables composed with 16-core optic fibers	5600	meters	
2	Termination Kits and Accessories	1	lot	
Total Bid Price				

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 “Confirming Statement on Delivery Schedule”.

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 _____ 2024.

[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 _____

Form#6: The Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

(Letterhead of the Bidder)

Date: _____, 2024

The BAC Chairman
 BANELCO
 Bantigue, Bantayan, Cebu

Attention: Engr. Ronald D. Aloyan
 BANELCO BAC Chairman

Subject: The Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

[Name of Bidder] hereby unconditionally declares that:

Business Name:

Business Address:

Name of Contract (s)	a. Owner's Name	Nature of Work	Contract Role		a. Amount at Award	a. Date Awarded
	b. Address		Description	%	b. Amount at Completion	b. Contract Effectivity
	c. Telephone No.s				c. Duration	c. Date Completed

Submitted by: _____

Signature: _____

Designation: _____

Date: _____

Form#7: Statement of All Completed and On-going Government and Private Contracts Including Awarded but Not Yet Started

(Letterhead of the Bidder)

Date: _____, 2024

The BAC Chairman
 BANELCO
 Bantigue, Bantayan, Cebu

Attention: Engr. Ronald D. Aloyan
 BANELCO BAC Chairman

Subject: Statement of All Completed and On-going Government and Private Contracts Including Awarded but Not Yet Started

[Name of Bidder] hereby unconditionally declares that:

Business Name:
 Business Address:

Name of Contract/Location/ Project Cost	a. Owner's Name b. Address c. Telephone No.s	Nature of Work	Contract Role		a. Date Awarded	Value of Outstanding Works
			Description	%	b. Date Started	
					c. Date Completed	
					d. Estimated Completion Time	
					Total Cost	

Submitted by: _____
 Signature: _____
 Designation: _____
 Date: _____

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Folder 1 Legal Documents / Class “A” 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 (May 2024 – October 2024) preceding the bid opening date;
- (f) Omnibus Sworn Statement-Affidavit with attached proof of authority (Form#5);

Folder 2 Technical Documents

- (a) 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. **See Bidding Form #7**. 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;

- (b) Bidder's Statement of Single Largest Completed Contract (SLCC) that is similar to the Project (*Supply and Delivery of Submarine Power Cable*) completed for the last ten years. The SLCC: (a) must be equivalent to Fifty Percent (50%) of the Total ABC. **See Bidding Form #6.** This is also supported by The Owner's Certificate of Final Acceptance; or the Constructors Performance Evaluation Summary (CPES) Final Rating and/or the Certificate of Completion, must be **Satisfactory**.

Folder 3 Financial Documents

- (a) 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:

- i. Balance Sheet;
- ii. Income Statement;
- iii. Statement of Changes in Equity;
- iv. Cash Flow Statement;
- v. Notes to Financial Statement; and
- vi. Statement of Management Responsibility for Financial Statement.

- (b) 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:

- (a) 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
- (b) 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

- (a) Bid securities (valid for 120 calendar days from the date of the opening of bids) payable to BANELCO in the ff. 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.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

II. FINANCIAL COMPONENT ENVELOPE

Folder 1 Technical Proposal

- (a) Confirming Statement on Delivery Schedule (See Bidding Form#1);
- (b) Confirming Statement on Warranty being offered (See Bidding Form#2); and
- (c) Confirming the Details Technical Specification (See Bidding Form#3).

Folder 2 Financial Proposal

- (a) Bid Prices in Bill of Quantities in prescribed bid form (See Bidding Form#4)

(END)

