



## Bid Notice Abstract

### Invitation to Bid (ITB)

**Reference Number** 8099871  
**Procuring Entity** CARLOS HILADO MEMORIAL STATE COLLEGE  
**Title** Procurement of Two (2) Units 167 KVA Transformer with Mounting and Complete Accessories - Binalbagan Campus  
**Area of Delivery** Negros Occidental

<b>Solicitation Number:</b>	CHMSC 21-053-1019-G	<b>Status</b>	Pending
<b>Trade Agreement:</b>	Implementing Rules and Regulations	<b>Associated Components</b>	6
<b>Procurement Mode:</b>	Public Bidding	<b>Bid Supplements</b>	0
<b>Classification:</b>	Goods	<b>Document Request List</b>	0
<b>Category:</b>	Electrical Systems and Lighting Components	<b>Date Published</b>	20/10/2021
<b>Approved Budget for the Contract:</b>	PHP 998,000.00	<b>Last Updated / Time</b>	19/10/2021 18:32 PM
<b>Delivery Period:</b>	30 Day/s	<b>Closing Date / Time</b>	27/10/2021 13:00 PM
<b>Client Agency:</b>			
<b>Contact Person:</b>	Ma. Lorena Fernandez Jugos Administrative Assistant II Mabini Street, Brgy Zone 1 Talisay City Negros Occidental Philippines 6115 63-34-7128404 63-34-7128404 chmsc_bacsec@yahoo.com		

#### Description

CARLOS HILADO MEMORIAL STATE COLLEGE  
 BIDS AND AWARDS COMMITTEE  
 Talisay City, Negros Occidental  
 Telefax Nos. (034) 712-8404

INVITATION TO BID  
 FOR THE PROCUREMENT OF TWO (2) UNITS 167 KVA TRANSFORMER WITH MOUNTING AND COMPLETE ACCESSORIES – BINALBAGAN CAMPUS  
 CHMSC 21-053-1019-G

1. The Carlos Hilado Memorial State College, through the Corporate Budget for the Contract of 2021 approved by the governing Board, intends to apply the sum of NINE HUNDRED NINETY-EIGHT THOUSAND PESOS & 00/100 (Php 998,000.00) ONLY, being the Approved Budget for the Contract (ABC) to payments under the contract for the PROCUREMENT OF TWO (2) UNITS 167 KVA TRANSFORMER WITH MOUNTING AND COMPLETE ACCESSORIES – BINALBAGAN CAMPUS. Bids received in excess of the ABC shall be automatically rejected at bid opening.

ONE (1) LOT TWO (2) UNITS 167 KVA TRANSFORMER Php 998,000.00  
 =====

2. The Carlos Hilado Memorial State College now invites bids for the above Procurement Project. Delivery of the Goods is required by Thirty (30) calendar days after receipt of Notice to Proceed. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using the non-discretionary pass/fail



criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective bidders may obtain further information from CARLOS HILADO MEMORIAL STATE COLLEGE and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M.

The BAC Secretariat  
Brgy. Zone I, Mabini St.,  
Talisay City, Negros Occidental

5. A complete set of Bidding Documents may be acquired by interested Bidders on October 20 – 27, 2021 (12:30P.M.) from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Pesos (Php 1,000.00) Only. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The CHMSC will not hold a pre-bid conference for this project.

7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental, (ii) online or electronic submission at bac.sec@chmsc.edu.ph or (iii) both on or before 1:00 P.M., October 27, 2021. Late bids shall not be accepted.

Bids may be submitted through electronic mail to bac.sec@chmsc.edu.ph provided that the bidding documents are compressed into two (2) separate archived folders (zip or rar format) and which each folder shall be labelled as "First Envelope\_Name of Company\_Project Reference Number" and "Second Envelope\_Name of Company\_Project Reference Number" and each is uniquely password-protected;

Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.

9. Bid opening shall be on 1:30 P.M., October 27, 2021, at the Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental through Zoom Meeting ID No. 797 389 7583, Meeting Password 102721. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The Carlos Hilado Memorial State College reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MISS LIGAYA E. FUENTES  
Head-BAC Secretariat  
Carlos Hilado Memorial State College  
Brgy. Zone 1, Mabini St.,  
Talisay City, Negros Occidental  
Email Add.: bac.sec@chmsc.edu.ph  
Telefax No. (034) 712-8404  
Website: chmsc.edu.ph

12. You may visit the following websites:

For downloading of Bidding Documents: chmsc.edu.ph

For online bid submission: bac.sec@chmsc.edu.ph

EDWIN H. BUGNA, Ph.D.TM.  
BAC Chairperson

#### Line Items

Item No.	Product/Service Name	Description	Quantity	UOM	Budget (PHP)
1	ONE (1) LOT	Two (2) Units 167 KVA Transformer with mounting and complete accessories	1	Lot	998,000.00



**Created by** Rowena De la Vida Prado

**Date Created** 19/10/2021

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# Carlos Hilado Memorial State College

Alijis Campus | Binalbagan Campus | Fortune Towne Campus | Talisay Campus

To be a leading GREEN institution of higher learning in the global community by 2030  
(Good governance, Research-oriented, Extension-driven, Education for Sustainable Development & Nation-building)

## Bids and Awards Committee

✉ bac.sec@chmsc.edu.ph ☎ (63-34) 712-0003 local 112



### INVITATION TO BID FOR THE PROCUREMENT OF TWO (2) UNITS 167 KVA TRANSFORMER WITH MOUNTING AND COMPLETE ACCESSORIES – BINALBAGAN CAMPUS CHMSC 21-053-1019-G

- The *Carlos Hilado Memorial State College*, through the *Corporate Budget for the Contract of 2021 approved by the governing Board*, intends to apply the sum of **NINE HUNDRED NINETY-EIGHT THOUSAND PESOS & 00/100 (Php 998,000.00) ONLY**, being the Approved Budget for the Contract (ABC) to payments under the contract for the **PROCUREMENT OF TWO (2) UNITS 167 KVA TRANSFORMER WITH MOUNTING AND COMPLETE ACCESSORIES – BINALBAGAN CAMPUS**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

ONE (1) LOT	TWO (2) UNITS 167 KVA TRANSFORMER	Php 998,000.00 =====
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- The *Carlos Hilado Memorial State College* now invites bids for the above Procurement Project. Delivery of the Goods is required by **Thirty (30) calendar days after receipt of Notice to Proceed**. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
- Bidding will be conducted through open competitive bidding procedures using the non-discretionary *pass/fail* criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

- Prospective bidders may obtain further information from CARLOS HILADO MEMORIAL STATE COLLEGE and inspect the Bidding Documents at the address given below during 8:00 A.M. to 5:00 P.M.

The BAC Secretariat  
Brgy. Zone I, Mabini St.,  
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- A complete set of Bidding Documents may be acquired by interested Bidders on **October 20 – 27, 2021 (12:30P.M.)** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **One Thousand Pesos (Php 1,000.00) Only**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees.
- The CHMSC will not hold a pre-bid conference for this project.
- Bids must be duly received by the BAC Secretariat through (i) manual submission at the **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental**, (ii) online or electronic submission at [bac.sec@chmsc.edu.ph](mailto:bac.sec@chmsc.edu.ph) or (iii) both on or before **1:00 P.M., October 27, 2021**. Late bids shall not be accepted.



☎ (63-34)712-0003

🌐 [chmsc.edu.ph](http://chmsc.edu.ph)

📌 [@chmscofficialpage](https://www.facebook.com/chmscofficialpage)







# Carlos Hilado Memorial State College

Alijis Campus | Binalbagan Campus | Fortune Towne Campus | Talisay Campus

**To be a leading GREEN institution of higher learning in the global community by 2030**  
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## Bids and Awards Committee

 [bac.sec@chmsc.edu.ph](mailto:bac.sec@chmsc.edu.ph)  (63-34) 712-0003 local 142

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Bidders must submit the printed copies (Original, Copy 1 and Copy 2) of their bidding documents within 3 calendar days from bid opening.

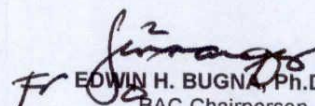
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on **1:30 P.M., October 27, 2021**, at the **Bidding Room, 2/F Supply and Property Management Bldg., Brgy. Zone 1, Mabini St., Talisay City, Negros Occidental through Zoom Meeting ID No. 797 389 7583, Meeting Password 102721**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
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MISS LIGAYA E. FUENTES  
Head-BAC Secretariat  
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Email Add.: [bac.sec@chmsc.edu.ph](mailto:bac.sec@chmsc.edu.ph)  
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EDWIN H. BUGNA, Ph.D.TM.  
BAC Chairperson



(63-34) 712-0003  
 [chmsc.edu.ph](http://chmsc.edu.ph)  
 [@chmscofficialpage](https://www.facebook.com/chmscofficialpage)



## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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



## 1. Scope of Bid

The Procuring Entity, CARLOS HILADO MEMORIAL STATE COLLEGE wishes to receive Bids for the **PROCUREMENT OF TWO (2) UNITS 167 KVA TRANSFORMER WITH MOUNTING AND COMPLETE ACCESSORIES-BINALBAGAN CAMPUS** with identification number **CHMSC 21-053-1019-G**.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of **NINE HUNDRED NINETY-EIGHT THOUSAND PESOS & 00/100 (Php998,000.00)**.

2.2. The source of funding is:

NGA, the General Appropriations Act or Special Appropriations.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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



## 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
  - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

## 7. Subcontracts

The Procuring Entity has prescribed that:

Subcontracting is not allowed.



## **8. Pre-Bid Conference**

The Procuring Entity will not hold a pre-bid conference for this Project.

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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



- 11.5. Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

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

## 13. Bid and Payment Currencies

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



- a. Philippine Pesos.

#### **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **February 24, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### **15. Sealing and Marking of Bids**

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

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

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

#### **16. Deadline for Submission of Bids**

- 16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

#### **17. Opening and Preliminary Examination of Bids**

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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



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

## 18. Domestic Preference

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

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid. The Bidder shall submit its latest income and business tax returns filed and paid through the BIR



## ***Section III. Bid Data Sheet***

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

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

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

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

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



## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <b>PROCUREMENT OF TWO (2) UNITS 167 KVA TRANSFORMER WITH MOUNTING AND COMPLETE ACCESSORIES-BINALBAGAN CAMPUS</b></p> <p>b. completed within two (2) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than 19,960.00 (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than 49,900.00 (5%) of ABC, if bid security is in Surety Bond.</p>
19.3	ONE (1) LOT 2 UNITS 167 KVA TRANSFORMER          PHP 998,000.00
20.2	Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS).
21.2	No further instructions.



## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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



## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

*[Include the following clauses if Framework Agreement will be used:]*

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*



#### **4. Inspection and Tests**

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

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

#### **5. Warranty**

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

#### **6. Liability of the Supplier**

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

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



## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered Carlos Hilado Memorial State College, Talisay City, Negros Occidental . In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered at Carlos Hilado Memorial State College, Talisay City, Negros Occidental Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is Mr. Philip C. Estacion, Supply Officer.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> </ol>



- 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:

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

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of one (1) year.

Spare parts or components shall be supplied as promptly as possible, but in any case, within fifteen (15) days of placing the order.



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



	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows:</p> <p>The terms of payment : 30 days</p>
4	<p>The inspections and tests that will be conducted are:</p> <p>Inspection as to the Quality, Quantity, and Specifications of the items delivered.</p>



# Section VI. Schedules of Requirements

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

Item	Description	Quantity	Total	Delivered,
<b>ONE (1) LOT</b>				
<b>TWO (2) UNITS</b>	<b>167 KVA TRANSFORMER WITH</b>			
	<b>MOUNTING AND COMPLETE ACCESSORIES</b>			
	-x-x-x-x-x-x-x-x-x-x-nothing follows-x-x-x-x-x-x-x-x-x-x-x-x			
	<b>TOTAL ABC = Php 998,000.00</b>			
	PR # 21-262-0812                      08-12-2021/J. Vergara			
	MDS 171-101-21-08                      08-10-2021			
	<b>Note: All items should be delivered within Thirty (30) calendar days after receipt of</b>			
	<b>notice to proceed.</b>			







