



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

**BIDS AND AWARDS COMMITTEE**

## **BIDDING DOCUMENTS**

for the

# **Replacement of Generator Set at National Museum of Fine Arts (NMFA) Building**

***(Philgephs Reference No. 8620096)***

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***Section I. Invitation to Bid***



**PAMBANSANG MUSEO NG PILIPINAS**  
**NATIONAL MUSEUM OF THE PHILIPPINES**

**INVITATION TO BID FOR  
REPLACEMENT OF GENERATOR SET AT NATIONAL MUSEUM OF  
FINE ARTS (NMFA) BUILDING**

1. The **NATIONAL MUSEUM OF THE PHILIPPINES**, through the *General Fund FY 2022* intends to apply the sum of **Three Million Pesos (Php 3,000,000.00)** being the ABC to payments under the project mentioned above. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **NATIONAL MUSEUM OF THE PHILIPPINES** now invites bids for the above Procurement Project. Delivery of the Goods and Services is required within **Ninety (90) Calendar Days**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from the **NATIONAL MUSEUM OF THE PHILIPPINES BIDS AND AWARDS COMMITTEE** and inspect the Bidding Documents at the address given below from **Monday – Friday at 9:30 A.M.- 3:30 P.M.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **5 May 2022** from the given address and website 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 Five Thousand Pesos (Php*

**5,000.00)** The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, or through electronic means.*

6. The **NATIONAL MUSEUM OF THE PHILIPPINES** will hold a Pre-Bid Conference on **12 May 2022, 9:30 A.M.** at **Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. **LATE BIDS SHALL NOT BE ACCEPTED.**
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **26 May 2022, 9:30 A.M.** at **Old Civil Service Building, National Museum of the Philippines, Padre Burgos Street, Manila.** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **NATIONAL MUSEUM OF THE PHILIPPINES** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*Mr. Edwin J. dela Rosa  
Head-BAC Secretariat  
2<sup>nd</sup> Floor, BAC Room, North Annex of the  
National Museum of Fine Arts Building (Motorpool)  
Padre Burgos Street, Manila 1000  
Website: [www.nationalmuseum.gov.ph](http://www.nationalmuseum.gov.ph)  
Tel. No. 8298-1100 Local 1014  
Email: [nationalmuseumbac@yahoo.com](mailto:nationalmuseumbac@yahoo.com)  
[bac@nationalmuseum.gov.ph](mailto:bac@nationalmuseum.gov.ph)*

(SGD)

**ATTY. MA. ROSENNE M. FLORES-AVILA**

Chairperson

Bids and Awards Committee

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

## 1. Scope of Bid

The Procuring Entity, *National Museum of the Philippines* wishes to receive Bids for the **Replacement of Generator Set at National Museum of Fine Arts (NMFA) Building**, with identification number *NMPBAC-PB-2022-5-03*.

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for **FY 2022** in the amount of **Three Million Pesos (Php 3,000,000.00)**

2.2. The source of funding is: *NGA, the General Appropriations Act*

## 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:  
  
***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

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that: ***Subcontracting is not allowed.***

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

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

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

May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

## **12. Bid Prices**

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

## **13. Bid and Payment Currencies**

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

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

## **14. Bid Security**

- 14.1. The Bidder shall submit a Bid Securing 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 ***One Hundred Twenty (120) calendar days.*** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

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

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

## **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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- 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 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 that shall be awarded as one contract.***
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.2. 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, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant,}the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**. For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

## **21. Signing of the Contract**

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

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

# Bid Data Sheet

<b>ITB Clause</b>								
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. Supply of Generator Sets</li> <li>b. Completed within within <b><i>the period as provided in paragraph 2 of the IB</i></b> prior to the deadline for the submission and receipt of bids.</li> </ul>							
7.1	<b><i>Subcontracting is not allowed.</i></b>							
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> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</li> </ul>							
19.3	<p>The description of the lot(s) or items indicated below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Lot No.</th> <th style="width: 60%;">Procurement Project</th> <th style="width: 30%;">Approved Budget for the Contract</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td><b>Repalcement of Generator Set at National Museum of Fine Arts (NMFA) Building</b></td> <td style="text-align: right;"><b>Php 3,000,000.00</b></td> </tr> </tbody> </table>		Lot No.	Procurement Project	Approved Budget for the Contract	1	<b>Repalcement of Generator Set at National Museum of Fine Arts (NMFA) Building</b>	<b>Php 3,000,000.00</b>
Lot No.	Procurement Project	Approved Budget for the Contract						
1	<b>Repalcement of Generator Set at National Museum of Fine Arts (NMFA) Building</b>	<b>Php 3,000,000.00</b>						

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



## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)**

shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

- 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***

# 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>"The delivery terms applicable to this Contract are delivered to the place of destination indicated in the Annex "C" Terms of Reference. 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 <b>Raymond Alexis R. Dolorota, Administrative Officer V - FMD</b></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;</li><li>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.</li></ol>

f. For additional incidental service requirements indicated in the Annex "C" Terms of Reference

The Contract price for the Goods shall include the price charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

**Transportation –**

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.

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.

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.

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.

2.2

The terms of payment.

**\*\*Note:**

	<b><i>Kindly refer to the Terms of Reference ("Annex C") of the project for the Terms of Payment</i></b>
4	The inspections,  <b><i>**Note:</i></b>  <b><i>Kindly refer to the Terms of Reference ("Annex C") of the project for the Inspections of Goods</i></b>

## ***Section VI. Schedule of Requirements***



## ***Section VI. Schedule of Requirements***

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

<b>Lot No.</b>	<b>Procurement Project</b>	<b>Delivered, Weeks/Months</b>
1	<b>Replacement of Generator Set at National Museum of Fine Arts (NMFA) Building</b>	Ninety (90) Calendar Days

\*Note: For full details of the above mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

## ***Section VII. Technical Specifications***

# Technical Specifications

Procurement Project	Statement of Compliance
<p><b>Replacement of Generator Set at National Museum of Fine Arts (NMFA) Building</b></p> <p><b>RESPONSIBILITIES</b></p> <ol style="list-style-type: none"> <li>1. The Contractor shall ensure that service technicians to be assigned at the National Museum of the Philippines (NMP) Buildings are well screened, technically and professionally trained, courteous, cooperative, efficient, reliable, trustworthy, well-groomed, physically and mentally fit. No personnel shall be assigned who has not been approved by the Facilities Management Division (FMD).</li> <li>2. The Contractor and its service technicians shall agree to abide by the safety and security requirements of the NMP. They must comply with the NMP's House Rules and Regulations, directives, instructions and other existing rules and regulations while inside the premises.</li> <li>3. The Contractor's service technicians shall subject themselves to security checks, but not limited to examination of the person and/or his/her personal belongings.</li> <li>4. The Contractor shall ensure that its service technicians wear their proper company working uniform equipped with appropriate Personal Protective Equipment (PPE) and identification cards while performing service maintenance and repair works inside the NMP's premises. Loitering inside the NMP's premises is not allowed.</li> <li>5. The Contractor shall provide/equip all its service technicians with the tools during the course of the contract without any additional cost to the NMP.</li> <li>6. The Contractor shall see to it that the area is clean and in its original condition after the servicing has been made. Any damage/s caused by the Contractor's assigned technician or personnel shall be restored by the Contractor at no additional cost to the NMP.</li> <li>7. All other items of work not specifically mentioned but are necessary to complete the works shall be provided by the Contractor at no additional cost to the NMP.</li> </ol>	

<p><b>SCOPE OF WORK</b></p> <p><b>This work shall include but not be limited to the following:</b></p> <ol style="list-style-type: none"> <li>1. Dismantling and hauling of 160kVA generator set</li> <li>2. Supply and delivery of 1 Unit 350KVA Generator Set complete with all accessories, controllers, filters and protection devices with initial supply of diesel fuel at full tank capacity</li> <li>3. Installation works (rigging, hauling, field wiring and piping) of 1 Unit 350KVA Generator Set</li> <li>4. Interfacing of all wirings to the existing Automatic Transfer Switch (ATS) with programming of genset to ATS control</li> <li>5. Testing and commissioning</li> <li>6. Preparation of as-built mechanical plans (Signed and Sealed by Professional Mechanical Engineer)</li> <li>7. Securing of Certificate of Operation for Generator Set and other prerequisite government permits and clearances</li> </ol>	
<p><b>TECHNICAL SPECIFICATIONS</b></p> <p><b>Service Rating: Standby</b>  <b>Frequency: 60 HZ</b>  <b>RPM: 1800</b>  <b>Battery: 24 VDC</b>  <b>Capacity: 350 KVA</b>  <b>3PH KW: 280</b>  <b>3PH VOLTS: 240V L-L</b>  <b>AMPS: 919</b>  <b>Fuel: Diesel</b></p>	
<p><b>WARRANTY</b></p> <p>The Supplier shall provide a <b>One (1) year</b> free service, parts and installation warranty reckoned from the date of completion. Form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.</p>	
<p><b>SUBMITTALS</b></p> <p>The Contractor shall furnish FMD with Service Report, Photo Documentation and Recommendations, if any.</p>	

<p><b>CONTRACT DURATION / COMPLETION TIME</b></p> <p>The contract shall be effective for Ninety (60) Calendar Days reckoned from the date stated in the Notice to Proceed (NTP) to be issued by FMD</p>	
<p><b>TERMS OF PAYMENT</b></p> <p>The Contract price shall be paid in the following manner:</p> <ul style="list-style-type: none"> <li>a. 50% upon completion of delivery of new generator set</li> <li>b. 50% upon project completion and acceptance</li> </ul>	
<p><b>CONTRACTOR'S ELIGIBILITY</b></p> <p>The Contractor is required to submit at least One (1) similar contract awarded and completed from Y2017 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).</p> <p>The Contractor shall have at least Five (5) year experience in the supply and installation of generator sets. Also, the Supplier must be an authorized dealer / supplier and / or manufacturer of the generator set being offered</p>	
<p><b>LIQUIDATED DAMAGES</b></p> <p>When the contractor fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.</p>	
<p><b>PRE-TERMINATION CLAUSE</b></p> <p>The contract is effective on the date indicated in the NTP and shall remain in full force <b>Ninety (60) Calendar Days</b> or until terminated by either party (National Museum or Contractor) upon prior written notice by either party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184.</p>	

<p>The National Museum reserves the right to pre-terminate the contract by serving written notice on the Contractor. If the Contractor does not appeal or seek reconsideration of the decision to pre-terminate within Fifteen (15) calendar days from receipt of the notice, the contract is deemed terminated. The grounds for the termination of the Contractor by the National Museum include but not limited to the following:</p> <ol style="list-style-type: none"><li>1. Violation(s) of any of the terms and conditions of the Contract; and</li><li>2. Any other act or omission by the Contractor or its service technicians which is detrimental or prejudicial to the interest of the National Museum, its employee(s), or the public.</li></ol>	
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\*Note: For full details of the above mentioned project, kindly refer to the Terms of Reference (Annex C of the Bidding Documents)

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

# Checklist of Technical and Financial Documents

## TECHNICAL COMPONENT ENVELOPE (FIRST ENVELOPE)

### *Class "A" Documents*

#### Legal Documents

- 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- 2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- 3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- 4. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- 5. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- 6. Original duly signed Omnibus Sworn Statement (OSS);  
**and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

- 7. The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); **or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

### *Class "B" Documents*

- 8. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; **or**



duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

**FINANCIAL COMPONENT ENVELOPE (SECOND ENVELOPE)**

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

**Note: Please provide us with the following:**

- **E-copy of all the Eligibility, Technical and Financial components save in any storage device;**
- **Bid Bulletin, if any; and**
- **Photocopy of the Official Receipt of the Bidding Documents**

*Annex A Packaging and Labelling  
Instructions*

## PACKAGING AND LABELLING INTRUCTIONS

### 1. Two Envelope System

The ORIGINAL - TECHNICAL COMPONENTS requirements stated below shall be enclosed into a folder, same as with the ORIGINAL - FINANCIAL COMPONENTS requirements which will also be done in a separate folder. These two (2) folders shall be placed into separate envelope forming the **Two-Envelope System**.

Envelope 1: Technical Components (see attached listing)

Envelope 2: Financial Components (see attached listing)

2. The First Envelope, ORIGINAL - TECHNICAL COMPONENTS and the Second Envelope, ORIGINAL - FINANCIAL COMPONENTS should be sealed in an outer envelope marked as ORIGINAL BID. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_ – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_", respectively. The First and Second envelope should be produced into three (3) copies marked as Copy No. 1 , Copy No. 2 and Copy No. 3.
3. All four (4) envelopes, Original, Copy No. 1, Copy No. 2 and Copy No. 3, shall be enclosed in a single envelope referred to as the **Mother Envelope**.
4. All documents must be marked with **Ear tabs**. There must be a Table of Contents indicating all the documents to be submitted per folder.
5. All envelopes should properly be **sealed, signed and labelled**. The folders should be labelled properly.
6. All copies must be **Certified True Copy** and signed.

**TO:** ATTY. MA. ROSENNE M. FLORES-AVILA  
 Chairperson  
 Bids and Awards Committee  
 National Museum of the Philippines  
 Padre Burgos Avenue, ermita Manila

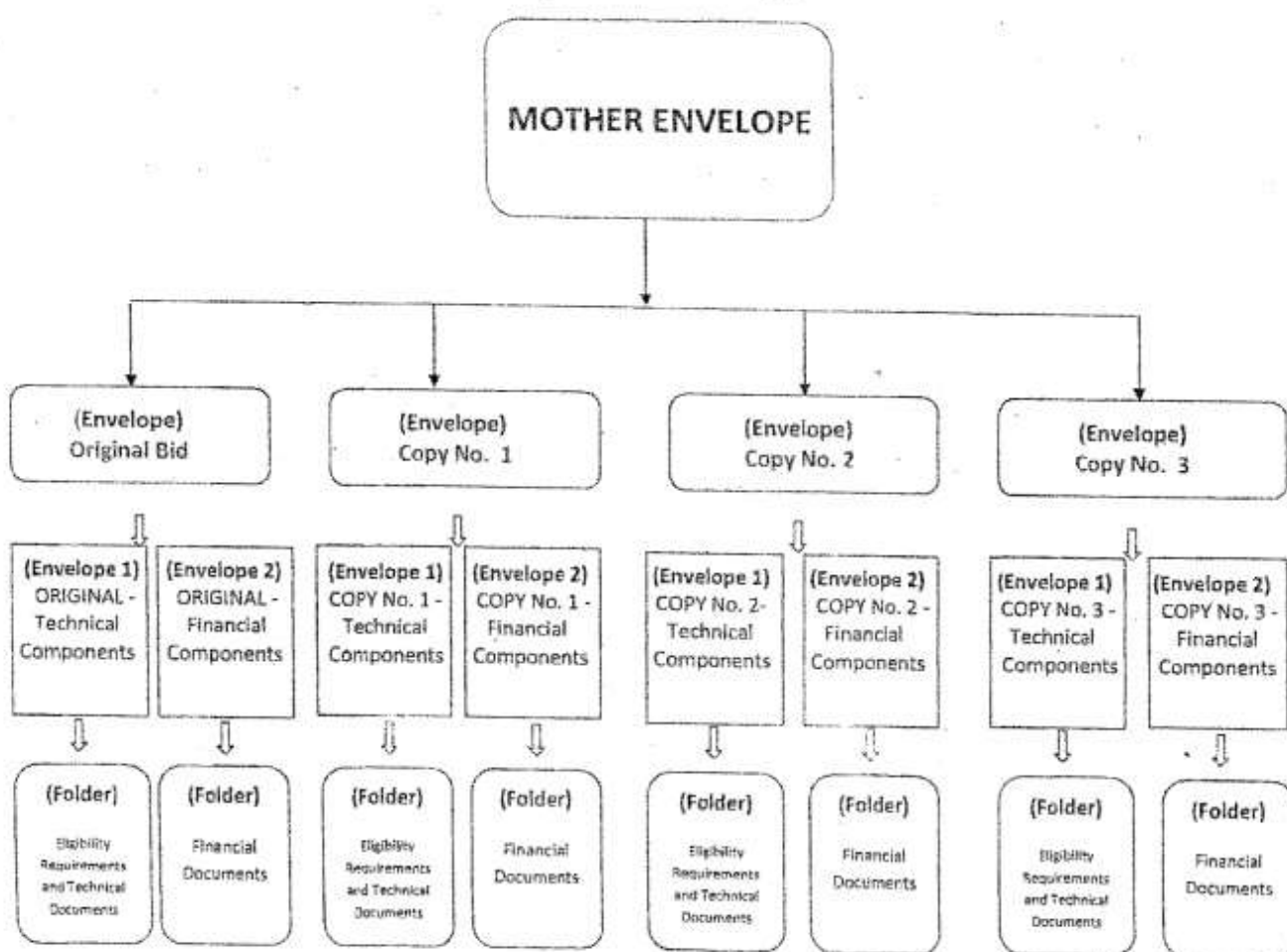
**FROM:** Name of Company  
 Address & Telephone Number

Reference No.

Project Title  
Location

Do not Open Before: date and time of the Submission and Opening of Bids

## PACKAGING AND LABELING INSTRUCTIONS (DIAGRAM)



*Annex B Bidding Form*

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

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**BID FORM**

Date : \_\_\_\_\_

Project Identification No. : \_\_\_\_\_

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

_____	
_____	
_____	

(if none, state "None") ]

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

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

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

Date: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

---

**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_ day of \_\_, 20\_\_ at \_\_\_\_\_, Philippines.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED  
REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**Jurat**

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

## **Bid Securing Declaration Form**

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

---

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

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

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

I/We, the undersigned, declare that:

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

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

## Performance Securing Declaration (Revised)

*[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]*

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

### PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

***[Jurat]***

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

**Contract Agreement Form for the Procurement of Goods (Revised)**  
*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

---

**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:

- i. Philippine Bidding Documents (PBDs);
  - i. Schedule of Requirements;
  - ii. Technical Specifications;
  - iii. General and Special Conditions of Contract; and
  - iv. Supplemental or Bid Bulletins, if any
- ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and**

**Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

## *Annex C Terms of Reference*





PAMBANSANG MUSEO NG PILIPINAS  
NATIONAL MUSEUM OF THE PHILIPPINES

Facilities Management Division

## TERMS OF REFERENCE

### “Replacement of Generator Set at National Museum of Fine Arts (NMFA) Building”

#### I. BACKGROUND

One of the buildings of the National Museum Complex is the National Museum of Fine Arts (NMFA) Building. This building is equipped with Two (2) units Generator Sets for its emergency power. One of which has a 350 kVA capacity while the other one has 160 kVA capacity.

The 350 kVA is currently functional and in best condition while the 160 kVA is already beyond repair condition. The 160 kVA generator set will be replaced with a higher capacity which is 350 kVA and will serve as backup generator for the other.

#### II. OBJECTIVE

To maintain the effective performance and operations of emergency power thru generator sets at NMFA Building and to provide a satisfactory and safe physical environment for the public and the National Museum collection.

#### III. RESPONSIBILITIES

1. The Contractor shall ensure that service technicians to be assigned at the National Museum Buildings have been well screened, technically and professionally trained, courteous, cooperative, efficient, reliable, trustworthy, well-groomed, physically and mentally fit. No personnel shall be assigned who has not been approved by the Facilities Management Division (FMD).
2. The Contractor and its service technicians shall agree to abide by the safety and security requirements of the National Museum. They must comply with the National Museum House Rules and Regulations, directives, instructions and other existing rules and regulations of the National Museum while inside the National Museum.
3. The Contractor's service technicians shall subject themselves to security checks, but not limited to examination of the person and/or his/her personal belongings.
4. The Contractor shall ensure that its service technicians wear their proper company working uniform equipped with appropriate Personal Protective Equipment (PPE) and identification cards while performing service maintenance and repair works inside the National Museum's premises. Loitering inside the National Museum's premises is not allowed.
5. The Contractor shall provide/equip all its service technicians with the tools during the course of the contract without any additional cost to the National Museum.
6. The Contractor shall see to it that the area is clean and in its original condition after the servicing has been made. Any damage/s caused by the Contractor's assigned technician shall be restored by the Contractor at no additional cost to the National Museum.
7. All other items of work not specifically mentioned but are necessary to complete the works shall be provided by the Contractor at no additional cost to the National Museum.

#### IV. SCOPE OF WORKS

The work shall include but not be limited to the following:

1. Dismantling and hauling of 160kVA generator set
2. Supply and delivery of 1 Unit 350KVA Generator Set complete with all accessories, controllers, filters and protection devices with initial supply of diesel fuel at full tank capacity
3. Installation works (rigging, hauling, field wiring and piping) of 1 Unit 350KVA Generator Set
4. Interfacing of all wirings to the existing Automatic Transfer Switch (ATS) with programming of genset to ATS control
5. Testing and commissioning
6. Preparation of as-built mechanical plans (Signed and Sealed by Professional Mechanical Engineer)
7. Securing of Certificate of Operation for Generator Set and other prerequisite government permits and clearances.

#### V. TECHNICAL SPECIFICATIONS

CRITERIA	SPECIFICATIONS
Service Rating:	Standby
Frequency:	60 HZ
RPM:	1800
Battery:	24 VDC
Capacity:	350 KVA
3PH KW:	280
3PH VOLTS:	240V L-L
AMPS:	919
Fuel:	Diesel

#### VII. WARRANTY

The Contractor shall provide One (1) year free service, parts and installation warranty reckoned from the date of completion. Form of warranty shall be as specified in Section 62.1 of the IRR of R.A. 9184, the Government Procurement Reform Act and its Implementing Rules and Regulations.

#### VIII. SUBMITTALS

The Contractor shall furnish FMD with Service Report, Photo Documentation and Recommendations, if any.

#### IX. SOURCE OF FUND

Budget is available and should be chargeable against General Fund under MOOE Repairs and Maintenance – Other Machinery and Equipment for Fiscal Year 2022.

**X. APPROVED BUDGET FOR CONTRACT**

Three Million Pesos (**Php 3,000,000.00**), inclusive of all applicable taxes.

**XI. CONTRACT DURATION/COMPLETION TIME**

The contract shall be effective for **Ninety (90) Calendar Days** reckoned from the date stated in the Notice to Proceed (NTP) to be issued by **FMD**.

**XII. TERMS OF PAYMENT**

The contract price shall be paid in the following manner:

- a. 50% upon completion of delivery of new generator set
- b. 50% upon project completion and acceptance.

**XIII. CONTRACTOR'S ELIGIBILITY**

The Contractor is required to submit at least One (1) similar contract awarded and completed from Y2017 up to present with an amount of at least Fifty Percent (50%) of the Approved Budget for the Contract (ABC).

The Contractor shall have at least Five (5) years experience in the supply and installation of generator sets. Also, the Supplier must be an authorized dealer/supplier and/or manufacturer of the generator set being offered.

**XIV. PRE-TERMINATION CLAUSE**

The contract is effective on the date indicated in the NTP and shall remain in full force for Ninety (90) calendar days or until terminated by either party (National Museum or Contractor) upon prior written notice by either party. Termination process shall follow the prescribed procedure under IRR-A R.A. 9184.

The National Museum reserves the right to pre-terminate the contract after Fifteen (15) calendar days via written notice to the Contractor, if in National Museum's opinion, after due verification of facts, the Contractor is not providing satisfactory services or is not complying with the Terms and Conditions of the Contract. The grounds for the termination of the Contractor by the National Museum include but not limited to the following:

- 1. Violation(s) of any of the terms and conditions of the Contract; and
- 2. Any other act or omission by the Contractor or its service technicians which is detrimental or prejudicial to the interest of the National Museum, its employee(s), or the public.

**XV. LIQUIDATED DAMAGES**

When the contractor fails to satisfactorily deliver goods/services under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the contractor shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, an amount equal to 1/10 of 1% of the cost of the delayed contract scheduled for every day of delay until such goods/services are finally delivered and accepted by the procuring entity concerned. In no case shall the sum of the liquidated damages exceed 10% of the total contract price, in which the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages.

Prepared by:



**RAYMOND ALEXIS R. DOLOROTA**  
Administrative Officer V - FMD

Checked & Reviewed by:



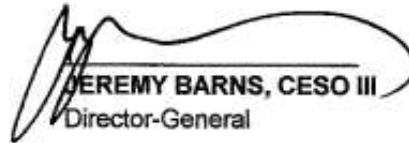
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Recommending Approval:



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Deputy Director-General for Administration

Approved by:



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Director-General