

NEGOTIATED PROCUREMENT – TWO FAILED BIDDINGS

Procurement of Supply of
Labor, Materials, Supervision
and other consumable for the
Automation of Fire
Suppression System of
Legaspi Oil Company, Inc.

LEG-NP-2FB-2024-001

BIDDING DOCUMENTS

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BIDDING DOCUMENTS

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”
DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])
LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.



OIL MILLS GROUP
BIDDING DOCUMENTS

Section I. Request for Quotation

Notes on the Request for Quotation

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

Apart from the essential items listed in the Negotiation Documents, the RFQ should also indicate the following:

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

The RFQ should be incorporated in the Negotiation Documents. The information contained in the RQF must conform to the Negotiation Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines

Office of the President

COCONUT INDUSTRY INVESTMENT FUND OIL MILLS GROUP (CIIF-OMG)
(LEGASPI OIL COMPANY, INC., SAN PABLO MANUFACTURING CORPORATION,
SOUTHERN LUZON COCONUT OIL MILL, INC., CAGAYAN DE ORO OIL COMPANY,
INC., GRANEXPORT MANUFACTURING CORPORATION, ILIGAN COCONUT
INDUSTRIES, INC.)



4th Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila

Request for Quotation No. **LEG-NP-2FB-2024-001**

Date of Posting: October 11, 2024

REQUEST FOR QUOTATION

Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.

1. The Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL), through the 2024 Corporate Budget intends to apply the sum of **Four Million Eight Hundred Thousand Pesos (P4,800,000.00)** inclusive of all applicable government taxes being the ABC to payments under the contract for the **Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.** Quotations received in excess of the ABC shall be automatically rejected at the opening of quotations.

The Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL), through the *2024 Corporate Budget* intends to apply the sum of:

Lot	Particulars / Description	Quantity	ABC
1	Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.	1 Lot	P 4,800,000.00
Total			P 4,800,000.00

2. With the approval of BAC Resolution Number LEG-2024-001B-BAC1-01 declaring the 2nd Failure of Bidding and change of Mode of Procurement to Negotiated Procurement – Two Failed Biddings in accordance with Section 53.1 of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA9184, the *Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL)* now invites PhilGEPS registered, technically, legally, and financially capable suppliers to participate in the Negotiated Procurement for the above Procurement Project.
3. Delivery of the Goods is required by November 2024. Bidders should have completed, within *Five (5) years* from the date of submission and receipt of quotations, a contract

similar to the Project. The description of an eligible bidder is contained in the Negotiation Documents, particularly, in Section II (Instructions to Bidders).

4. The Bids and Awards Committee I (BAC 1) will engage in negotiation with a sufficient number of suppliers to ensure effective competition. The selection of the successful offer will be based on the best and final offer that will be submitted on the specified date shown below, and which would meet the minimum technical specifications required.
5. The schedule of procurement activities is herein stated below:

ACTIVITIES	SCHEDULE	VENUE/MODE
1. Issuance and availability of Request for Quotation	October 11, 2024 to October 25, 2024 (9:00am to 5:00pm)	4F Palacio del Gobernador, General Luna St., Intramuros, Manila
2. Conduct of Pre-Negotiation Conference	October 18, 2024, 1:30pm	4F Palacio del Gobernador, General Luna St., Intramuros, Manila and/or Through video conferencing via zoom application Meeting ID: 822 5169 7483 Passcode: 793682
3. Deadline for submission of quotation and documentary requirements	October 25, 2024, 1:00pm	4F Palacio del Gobernador, General Luna St., Intramuros, Manila
4. Opening of Quotations	October 25, 2024, 1:30pm	4F Palacio del Gobernador, General Luna St., Intramuros, Manila and/or Through video conferencing via zoom application Meeting ID: 851 3219 4579

6. Interested Bidders may obtain further information from the BAC Secretariat during office hours from 9:00am to 5:00pm.
7. A complete set of Negotiation Documents may be acquired by interested Bidders on *October 11, 2024* from the given address and website(s) below *and upon payment of the applicable fee for the Negotiation/Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (P5,000.00)***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees to be presented in person, by facsimile, or through electronic means. Bidder/s may get the Negotiation Documents for free upon presentation of Official Receipt and proof that the latter previously submitted its bid for this project (Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc – LEG-2024-001/LEG-2024-001B).

8. The offers/quotations must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before October 25, 2024 at 1:00PM. Late submission shall not be accepted
9. All Quotations must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
10. Opening of Quotations/Proposals shall be on *Octoberber 25, 2024*, 1:30PM through hybrid set-up. Bidders may be physically present at CIIF-OMG at the given address below and/or through video conferencing or webcasting *via Zoom Application (Meeting ID: 851 3219 4579)*. Quotations/Proposals will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. The *Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL)* reserves the right to reject any and all quotations/proposals, 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.
12. For further information, please refer to:
Angelita G. Rapada
BAC Secretariat
4th Floor, Palacio del Gobernador,
General Luna St., Intramuros, Manila
Telephone Number: (632) 8892-2927
Email Address: arapada@ciif.ph
13. You may visit the following websites:

For downloading of Negotiation Documents: www.ciif.ph

Originally Signed

AL MATTHEW P. UMALI
Chairperson, Bids and Awards Committee I

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on 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.



BIDDING DOCUMENTS

1. Scope of Quotation/Bid

The Procuring Entity, Coconut Industry Investment Fund - Legaspi Oil Company, Inc. (LEGOIL) wishes to receive Bids for the Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc with identification number LEG-NP-2FB-2024-001.

The Procurement Project (referred to herein as “Project”) is composed of:

Lot	Particulars / Description	Quantity	ABC
1	Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.	1 Lot	P 4,800,000.00
Total			P 4,800,000.00

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 2024 Corporate Budget in the amount of P4,800,000.00

2.2. The source of funding is:

- a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Negotiation Requirements

The Negotiated Procurement – Two Failed Biddings 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 **RFQ** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Quotation, 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 Negotiation 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 Quotations of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC (Non-Expendable Supplies and Services)

- 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:

- a. Subcontracting is not allowed.
- 7.2 Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Negotiation Conference

The Procuring Entity will hold a pre-negotiation conference for this Project on the specified date and time and either at its physical address at 4th floor, Palacio del Gobernador, General Luna St., Intramuros, Manila and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **RFQ**.

9. Clarification and Amendment of Negotiation Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Negotiation 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 three (3) calendar days before the deadline set for the submission and receipt of Quotations.

10. Documents comprising the Quotation: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Quotation 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 *Five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the quotations, 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 Quotation: Financial Component

- 11.1. The second envelope shall contain the financial documents for the Quotation 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 **RFQ** shall not be accepted.

- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Price Offers

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

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

- b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Price Quotation 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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until ***January 28, 2025***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Quotations

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 Quotations

- 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 **RFQ**.

17. Opening and Preliminary Examination of Quotations

- 17.1. The BAC shall open the Quotations 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 Quotations cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

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

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

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 Quotations

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Quotations rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Quotations under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial quotations, 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 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, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), the appropriate licenses and permits required by law and other documents, if any, as stated in the **BDS**.

21. Signing of the Contract

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



BIDDING DOCUMENTS

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.

BIDDING DOCUMENTS

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. <u>Supply and Installation, Rehabilitation and upgrading of Automation Fire Alarm System, Fire Detection and Alarm System, and other related projects related to Fire Protection Programs</u> b. <i>Do not include contracts from CIIF Companies (Granexport Manufacturing Corporation, Legaspi Oil Company, Inc. & San Pablo Manufacturing Corporation).</i> c. completed within Five (5) years prior to the deadline for the submission and receipt of bids.
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> <ol style="list-style-type: none"> a. The amount of not less than P96,000.00 [equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than P240,000.00 [equivalent to five percent (5%) of ABC] if bid security is in Surety Bond. <p>The bid securities must be valid until <u>February 22, 2025</u>.</p>
15	<p>Each Bidder shall submit one (1) original, one (1) duplicate and PDF file copy of the first (technical) and second (financial) components of its quotation. The PDF file copy shall be saved in two (2) USBs (USB#1 – for technical and USB#2 – for financial component). Documents to be submitted shall be properly tabbed and labeled.</p> <p>The main envelope shall be labeled with the following details:</p> <p style="text-align: center;">Project Name: Procurement of Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.</p> <p style="text-align: center;">Invitation to Bid Number : LEG-NP-2FB-2024-001</p> <p style="text-align: center;">Name of the Bidder :</p> <p style="text-align: center;">“Do not open before 1:30PM on October 25, 2024.”</p>

19.3	<p>The computation of a prospective bidder's NFCC must be at least equal to the ABC to be bid, pursuant to Section 23.4.1.4 of the Revised IRR of RA No. 9184.</p> <table border="1" data-bbox="331 315 1362 645"> <thead> <tr> <th data-bbox="331 315 475 349">Item</th> <th data-bbox="475 315 967 349">Particulars / Description</th> <th data-bbox="967 315 1362 349">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="331 349 475 533">1</td> <td data-bbox="475 349 967 533">Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.</td> <td data-bbox="967 349 1362 533">P 4,800,000.00</td> </tr> <tr> <td colspan="2" data-bbox="331 533 967 645" style="text-align: center;">Total</td> <td data-bbox="967 533 1362 645">Four Million Eight Hundred Thousand Pesos (P4,800,000.00)</td> </tr> </tbody> </table>	Item	Particulars / Description	ABC	1	Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.	P 4,800,000.00	Total		Four Million Eight Hundred Thousand Pesos (P4,800,000.00)
Item	Particulars / Description	ABC								
1	Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.	P 4,800,000.00								
Total		Four Million Eight Hundred Thousand Pesos (P4,800,000.00)								
20.2	<p>The bidder shall be required to submit the following eligibility documents during post-qualification:</p> <ol style="list-style-type: none"> a) Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and e) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. f) Photocopy of Single Largest Completed Contract or Purchase Order g) Others, if any: <p>Refer to Other Documents in the Checklist of Eligibility (Legal, Technical and Financial Documents), Financial and Other Documents to be submitted pursuant to Section 34.2 of the 2016 Revised IRR, as contained in Other Documents required from the bidder with the S/LCB.</p>									
21.1	<p>Documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 are as follows:</p> <ol style="list-style-type: none"> a) Contract Agreement; b) Bidding Documents; c) Winning bidder's quotation, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted; d) Performance Security; e) Notice of Award of Contract; and 									

	<p>f) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned:</p> <p>Refer to Section VIII. Checklist of Technical and Financial Documents for other documents to be submitted pursuant to Section 37.2 of the 2016 Revised IRR, as contained in Other Contract Documents required from the bidder with the LCRB, HRRB, SCRB or SRRB.</p>
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BIDDING DOCUMENTS

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.



BIDDING DOCUMENTS

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

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

5. Warranty

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

6. Liability of the Supplier

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

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



BIDDING DOCUMENTS

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.

Oil Mills Group
BIDDING DOCUMENTS

Special Conditions of Contract

GCC Clause	
1	<p>DURATION OF CONTRACT</p> <p>The Supplier shall undertake the <i>Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.</i> as herein mentioned, covering the period from November 2024 to June 2025</p> <p>Delivery of the Goods (<i>Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.</i>) shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements.</p> <p style="padding-left: 40px;">For purposes of this clause, the Procuring Entities representative is:</p> <p style="padding-left: 40px;">Princess Ellaine Papina Mobile Number: 0919-069-5351</p> <p>I. SCOPE OF WORKS:</p> <p>The Contractor shall undertake the work implementation of the "Supply of Labor, Materials, Supervision and other consumables for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.", all in accordance with the specifications and subject to the terms and conditions of the contract.</p> <p>A. Mobilization and Provision of Temporary Facilities</p> <ol style="list-style-type: none"> 1. The Contractor shall provide safety signage/early warning signs visible in the area. 2. Provide temporary facilities for its workers and shall be of a design and materials acceptable to LEGOIL. For purposes of this clause, acceptance of LEGOIL shall be in writing. 3. The Contractor shall make available protective equipment for its workers and shall comply with the OSH standards set by DOLE on safety and use of such equipment in the project operation including the transport to and from the establishment, project, site or place where work is being undertaken. 4. The Contractor shall provide and maintain sanitary operable conditions, all in conformity with the local regulations. 5. The Contractor shall provide other temporary working areas as may be required for use of its workers and safe storage of tools and materials. Such structures shall be located only in the place acceptable to LEGOIL. For purposes of this clause, acceptance of LEGOIL shall be in writing. 6. The Contractor shall provide conduits, wires, connections accessories and labor. 7. LEGOIL shall provide a temporary water facility that will be used during the entire automation work stages.

8. The Contractor shall install, operate, and maintain an adequate number of temporary hoists, scaffolds, runways, ladders, and the like as required for the proper execution of the work. Safety precautions shall always be observed.
9. All temporary services and facilities installed by the Contractor shall be removed by the Contractor upon completion of the contract or as directed by LEGOIL.
10. The Contractor shall repair and restore any damage caused during mobilization, demobilization, and contract implementation.

B. Area Preparation

1. The Contractor shall prepare surfaces in a skillful manner to produce finished work of first-class appearance and durability.
2. The Contractor shall enforce any precautionary measures required to ensure work is safe and protected and shall comply with OSH standards.
3. For parts, equipment and others that needs replacement/removed/dismantled, such as, but not limited to, fire and jockey pumps and its pump controller and other accessories, control valves, check valves, supervisory switches, waterflow detectors, fire hose cabinets, electrical wirings, conduits, a written list with details and pictures must be submitted and approved by LEGOIL prior to its removal. Upon removal, all items must be surrendered to LEGOIL for proper recording.)
4. The Contractor shall haul and dispose debris properly and to be placed to designated areas provided by LEGOIL.

C. Installation

1. The Contractor shall perform the installation, integration, testing, commissioning of all equipment. All necessary tests, services and inspections to assure the system functions shall be checked and approved before the acceptance test. Consideration shall be given to the fact that installation or tests of other systems within the same building may be carried out during the same period.
2. The Contractor shall install all devices and equipment of the Automatic Fire Suppression System (AFSS) as per drawings and specifications in accordance with the relevant laws and regulations of the Philippines.
3. The Contractor shall include a detailed implementation schedule of the project to avoid interruptions in the operation of LEGOIL.
4. The Contractor shall provide LEGOIL's Engineering/Safety Division to have the right to observe during the installation procedures.
5. The Contractor shall provide complete schematic diagrams and operational manual for LEGOIL reference.
6. The Contractor shall ensure that all fits and finishes are precise with professional standard for quality and workmanship. All equipment shall be adjusted accordingly for proper symmetry and operation.
7. The Contractor shall install the AFSS equipment and devices without causing any alteration or damage to the work area/project site during any chipping or other construction activities. Any damage, whether

accidental or otherwise, shall be the Contractor's responsibility and must be restored to its original condition and appearance by the Contractor.

8. All outdoor cables should be properly installed inside the Electrical metallic Tubing (EMT) conduit pipe.
9. The Contractor shall interface the smoke evacuation fans and elevators to the Fire Detection and Alarm System (FDAS) and shall coordinate with the FDAS provider.
10. All roughing-ins, civil works, including supports, boxes, fittings, mounting brackets, etc., should be provided by the Contractor.

D. Manuals

1. Manuals should provide a full overview of the integration of the various sub-systems.
2. Documents and manuals should provide an outline of the complete system as delivered. It shall be adapted to the engineering and maintenance staff and described how the system is composed and how it functions.
3. It should provide a general overview of the sub-system and outline the structure of associated documentation.
4. The manual should provide a detailed description of all system operation functions, including input actions and error response.
5. The Operations Manual should provide a comprehensive description of all functions from the user's perspective.
6. The Equipment Manual should provide full details of subsystems or units on the following subjects as a minimum, general description, complete line diagrams and schematic diagrams.

E. Training Requirements

1. The Contractor shall conduct Technical Training to LEGOIL personnel for the administration, operation, maintenance and handling of the AFSS.
2. This covers the requirements for operational and technical training to enable correct and proper use, operation, and maintenance of the AFSS.
3. Training documentation requirements are included.
4. The comprehensive trainings shall be provided to ensure that operation and maintenance personnel will be capable to competently operate and maintain the system.

F. Punch List, Cleaning, Clearing and Turn-Over

1. The Contractor shall correct all noted punch lists, defects and/or needed replacements identified and observed.
2. The Contractor shall provide Service Level Agreement (SLA) including but not limited to three-level escalation support:

2.1 Unlimited communication service support

2.2. Technical support with 4-hour response time starting from the time of report and indicating all necessary contact information

2.3. Product manufacturer local technical support

3. The Contractor shall review the specifications and determine the numbers and nature of each shop drawing submittal. Five (5) sets of the duly signed and sealed 20"x30" sheets As-Built Drawings and CAD copy shall be submitted with reference made to the appropriate section of the specification.

3.1 Detailed electrical plans containing but not limited to the following:

3.1.1. Location and Site Plan

3.1.2. Legends and Abbreviations; and

3.1.3. Mechanical, Power Lay-outs and Riser Diagram

4. The Contractor shall restore to its original condition any facilities and fixtures that has been damage due to rehabilitation works and accidents arising during implementation, if any.

5. The Contractor shall clean, clearing of the area, and hauling and proper disposal of debris before turn-over

6. The Contractor shall demobilize and turn-over the entire project for acceptance of LEGOIL 1 or its authorized representative.

II. RESPONSIBILITIES OF THE CONTRACTOR

A. The principal features of the work do not in any way limit the responsibilities of the Contractor to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project.

B. The Contractor shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.

C. The Contractor shall observe the required standards of safety and procedures in accordance with OSH standards and that its workers must be insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the LEGOIL's house regulations to be issued together with the Work Permit.

D. The Contractor shall be responsible for securing LEGOIL issued work permits and compliance with other rules and regulations related to the construction works. All workers/engineers working at site are required to wear company I.D. and uniforms indicating their company name.

- E. Cooking and sleeping are not allowed. Contractor's workers are limited to the designated working area only. Loitering around and inside the LEGOIL premises is not allowed.
- F. The Contractor shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris at the site and disposal of the same outside of the LEGOIL premises. A daily inspection of the work area shall be conducted by the Contractor and LEGOIL or its authorized representative to ensure that the working area and storage area assigned to the Contractor are always clean and in order.
- G. The Contractor shall protect adjacent areas against any damage by Contractor's employees, or materials, equipment and tools during the execution of the work. Any damage done by Contractor's employees shall be repaired at Contractor's own expense, without additional compensation beyond the contract.
- H. Permits, Laws, Ordinances and Standards – the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured for the account of the Contractor. Said requirements shall be turned over to LEGOIL prior to undertaking the project.
- I. The Contractor shall assign a full-time Engineer as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be a certified licensed Mechanical Engineer designated for the project by the Contractor. Said PIC shall report the weekly/monthly status/progress of the project as agreed during the kick-off meeting and who shall be the one responsible for all coordination works with the LEGOIL or its authorized representatives.
- J. All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the Contractor at no additional cost to the LEGOIL.

III. SUBMITTALS

- A. Before commencing any work or providing any materials at the jobsite for this project, the Contractor shall submit all necessary permits and appropriate licenses, samples, project Bar Chart/S-Curve and PERT/CPM Network Diagram for the LEGOIL's approval within five (5) calendar days upon receipt of Notice to Proceed.
- B. The Contractor's All-Risk Insurance (CARI) equivalent to project cost shall be submitted to LEGOIL within ten (10) calendar days upon receipt of Notice of Award (NOA) to be issued by the BAC Secretariat.
- C. The Contractor shall submit to LEGOIL the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring five (5) calendar days after the Pre-construction/kick-off meeting.

	<p>D. The Contractor shall submit samples and/or technical brochures of all materials to be used in the project within ten (10) calendar days upon receipt of Notice to Proceed which includes but not be limited to the following for LEGOIL’s approval:</p> <ol style="list-style-type: none"> 1. AFSS Materials/Brochures with technical specifications. 2. Manufacturer’s printed Product Installation Instructions. <p>E. Prior to issuance of the Certificate of Completion (COC) the documents shall be submitted to LEGOIL. The LEGOIL reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:</p> <ol style="list-style-type: none"> 1. Original Copy of “Record Drawing/Plan” complete with legend, technical specifications and measurements. 2. Final Project Report including photo documentations before, during and after implementation of work. Each photo-documentation should have the date and time stamps in jpg-format. 3. As-built Plans – Plans should be approved by LEGOIL. The Contractor shall submit shop drawings as required by LEGOIL. A complete set of As-Built Drawings in printed form (20” x 30”) and/or A3 whichever is required by LEGOIL and an electronic copy in AutoCAD. 4. Warranty Certificate of at least one (1) year against poor workmanship and defects traceable to materials. <p>F. The Contractor is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupation Safety and Health (OSH) standards, rules and issuances by the DOLE. The program shall state the following:</p> <ol style="list-style-type: none"> 1. Composition of Construction Safety and Health Committee 2. Specific safety policies which the Contractor shall observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage 3. Penalties and sanctions for violations of the program. 4. The manner of disposing waste arising from the construction. 5. The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program.
2.2	<p>Partial payment is allowed upon submission of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank in favor of the Procuring Entity. The advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from signing of the contract. The irrevocable letter of credit or bank guarantee must be for an equivalent amount and shall remain valid until the goods are delivered and installed to be accompanied by a claim for advance payment (as stated in Annex “D” of IRR 2016 of RA9184).</p> <p>A. Payments to the Contractor will be made only for the actual accomplishment and/or material utilized, certified by the LEGOIL as</p>

	<p>performed by the Contractor in accordance with the plans, specifications and program of works/construction schedule.</p> <p>B. Payments in accordance with the above paragraph shall be considered full compensation for furnishing materials, labor, tools and equipment, and for performing all works contemplated and embraced under the Contract.</p> <p>C. Payments shall be made upon complete submission of all documents required by LEGOIL as indicated in this Terms of Reference and other contract documents.</p> <p>D. It is responsibility of the Contractor to ensure that their performance bond is updated and valid until the LEGOIL issue the final Certificate of Acceptance. The Contractor shall submit the endorsement or amendments to LEGOIL on extension or revisions to its validity, as maybe necessary, not later than seven (7) days before the expiration of the originally submitted Performance Bond. No payment shall be made unless the Performance is updated.</p> <p>E. The LEGOIL shall pay the Contractor based on the following payment schedule:</p> <ol style="list-style-type: none"> 1. Fifteen Percent (15%) upon signing of the contract; 2. Thirty Percent (30%) upon turn-over of the removed/dismantled old existing components to LEGOIL's representatives and delivery and acceptance of As-Planned detailed design drawings, technical specifications, detailed bill of quantities and summary of works; 3. Forty-Five Percent (45%) upon delivery and acceptance of complete set of Signed and Sealed As-Built Drawings in printed form (20" x 30") and/or A3 whichever is required by LEGOIL and an electronic copy in AutoCAD, manuals, and conduct of technical training to LEGOIL personnel for the administration, operation, maintenance and handling of the products to be supplied; and 4. Ten Percent (10%) retention upon issuance of Certificate of Final Inspection and Acceptance. <p>F. All payments made shall be subject to the usual government accounting and auditing rules and regulations.</p>
4	<p>Inspections and tests</p> <p>The Contractor shall conduct Technical Training to LEGOIL personnel for the administration, operation, maintenance and handling of the products to be supplied.</p> <ol style="list-style-type: none"> A. This covers the requirements for operational and technical training to enable correct and proper use, operation, and maintenance of the AFSS. B. Training documentation requirements are included.

	<p>C. The comprehensive trainings shall be provided to ensure that operation and maintenance personnel will be capable to competently operate and maintain the system.</p>
5	<p>Warranty</p> <p>For the procurement of goods, a warranty shall be required from the contract awardee for a minimum period of three (3) months, in the case of Expendable Supplies, and one (1) year, in the case of Non-Expendable Supplies, after the acceptance by the Procuring Entity of the delivered supplies.</p> <p>The obligation for the warranty shall be covered by either:</p> <ul style="list-style-type: none"> a. Retention money in an amount equivalent to at least one percent (1%) of every progress payment; or b. Special bank guarantee equivalent to at least one percent (1%) of the total contract price. The special bank guarantee must be contract specific, that is, it shall be executed for the special purpose of covering the warranty for the subject procurement contract.
6	<p>Liability of the Supplier</p> <p>When the supplier fails to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier 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 one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for every day of delay until such goods are finally delivered and accepted by the procuring entity concerned. The procuring entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the supplier, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the procuring entity concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.</p> <p>(Please refer to 3.1 of IRR 2016 of RA 9184)</p>

BIDDING DOCUMENTS

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, Legaspi Oil Company, Inc. Brgy 47 Arimbay, Legaspi City.

Item No.	DESCRIPTION	QUANTITY	DELIVERED, WEEKS/MONTHS
1	Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.	1 Lot	Supply and Delivery shall commence 1month after receipt of Notice to Proceed Delivery shall be made within six (6) months (from preparation up to commissioning)

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature over Printer Name of Representative

Date

BIDDING DOCUMENTS

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

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

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

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

Sample Clause: Equivalency of Standards and Codes

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

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

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

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



BIDDING DOCUMENTS

Technical Specifications

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

Item	Specification	Statement of Compliance
1	<p style="text-align: center;"><u>Supply, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.</u></p> <p>I. MATERIALS AND EQUIPMENT</p> <p>1. Fire Pump complete with Pump Controller and other accessories – 1 unit HP : 125hp Capacity : 750 GPM UL Listed Voltage : 440V Number of Phase : 3P Hz : 60hz</p> <p>Note: Controller only for fire pump. Pump and motor are already installed.</p> <p>2. Jockey Pump complete with Pump controller and other standard accessories – 1 Unit HP : 5.5 hp Capacity : 75gpm Pressure : 226psi with controller Voltage : 440V Number of Phase : 3P Hz : 60hz</p> <p>3. Complete Wet Sprinkler System which include sprinkler heads, control valves, check valves, fittings and other accessories Sprinkler System Heads :Approximately 193 heads</p> <p>4. Supervisory Switch : (Static Pressure 250PSI) 5. Waterflow detector : (Vane Type 6” with Static Pressure rating of 250PSI)</p>	

II. SCOPE OF WORKS:

The Contractor shall undertake the work implementation of the "Supply of Labor, Materials, Supervision and other consumables for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.", all in accordance with the specifications and subject to the terms and conditions of the contract.

A. Mobilization and Provision of Temporary Facilities

1. The Contractor shall provide safety signage/early warning signs visible in the area.
2. Provide temporary facilities for its workers and shall be of a design and materials acceptable to LEGOIL. For purposes of this clause, acceptance of LEGOIL shall be in writing.
3. The Contractor shall make available protective equipment for its workers and shall comply with the OSH standards set by DOLE on safety and use of such equipment in the project operation including the transport to and from the establishment, project, site or place where work is being undertaken.
4. The Contractor shall provide and maintain sanitary operable conditions, all in conformity with the local regulations.
5. The Contractor shall provide other temporary working areas as may be required for use of its workers and safe storage of tools and materials. Such structures shall be located only in the place acceptable to LEGOIL. For purposes of this clause, acceptance of LEGOIL shall be in writing.
6. The Contractor shall provide conduits, wires, connections accessories and labor.
7. LEGOIL shall provide a temporary water facility that will be used during the entire automation work stages.
8. The Contractor shall install, operate, and maintain an adequate number of temporary hoists, scaffolds, runways, ladders, and the like as required for the proper execution of the work. Safety precautions shall always be observed.
9. All temporary services and facilities installed by the Contractor shall be removed by the Contractor upon completion of the contract or as directed by LEGOIL.
10. The Contractor shall repair and restore any damage caused during mobilization, demobilization, and contract implementation.

B. Area Preparation

1. The Contractor shall prepare surfaces in a skillful manner to produce finished work of first-class appearance and durability.
2. The Contractor shall enforce any precautionary measures required to ensure work is safe and protected and shall comply with OSH standards.
3. For parts, equipment and others that needs replacement/removed/dismantled, such as, but not limited to, fire and jockey pumps and its pump controller and other accessories, control valves, check valves, supervisory switches, waterflow detectors, fire hose cabinets, electrical wirings, conduits, a written list with details and

	<p>pictures must be submitted and approved by LEGOIL prior to its removal. Upon removal, all items must be surrendered to LEGOIL for proper recording.)</p> <ol style="list-style-type: none"> 4. The Contractor shall haul and dispose debris properly and to be placed to designated areas provided by LEGOIL. <p>C. Installation</p> <ol style="list-style-type: none"> 1. The Contractor shall perform the installation, integration, testing, commissioning of all equipment. All necessary tests, services and inspections to assure the system functions shall be checked and approved before the acceptance test. Consideration shall be given to the fact that installation or tests of other systems within the same building may be carried out during the same period. 2. The Contractor shall install all devices and equipment of the Automatic Fire Suppression System (AFSS) as per drawings and specifications in accordance with the relevant laws and regulations of the Philippines. 3. The Contractor shall include a detailed implementation schedule of the project to avoid interruptions in the operation of LEGOIL. 4. The Contractor shall provide LEGOIL's Engineering/Safety Division to have the right to observe during the installation procedures. 5. The Contractor shall provide complete schematic diagrams and operational manual for LEGOIL reference. 6. The Contractor shall ensure that all fits and finishes are precise with professional standard for quality and workmanship. All equipment shall be adjusted accordingly for proper symmetry and operation. 7. The Contractor shall install the AFSS equipment and devices without causing any alteration or damage to the work area/project site during any chipping or other construction activities. Any damage, whether accidental or otherwise, shall be the Contractor's responsibility and must be restored to its original condition and appearance by the Contractor. 8. All outdoor cables should be properly installed inside the Electrical metallic Tubing (EMT) conduit pipe. 9. The Contractor shall interface the smoke evacuation fans and elevators to the Fire Detection and Alarm System (FDAS) and shall coordinate with the FDAS provider. 10. All roughing-ins, civil works, including supports, boxes, fittings, mounting brackets, etc., should be provided by the Contractor. <p>D. Manuals</p> <ol style="list-style-type: none"> 1. Manuals should provide a full overview of the integration of the various sub-systems. 2. Documents and manuals should provide an outline of the complete system as delivered. It shall be adapted to the engineering and maintenance staff and described how the system is composed and how it functions. 3. It should provide a general overview of the sub-system and outline the structure of associated documentation. 4. The manual should provide a detailed description of all system operation functions, including input actions and error response. 	
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	<p>5. The Operations Manual should provide a comprehensive description of all functions from the user's perspective.</p> <p>6. The Equipment Manual should provide full details of subsystems or units on the following subjects as a minimum, general description, complete line diagrams and schematic diagrams.</p> <p>E. Training Requirements</p> <ol style="list-style-type: none"> 1. The Contractor shall conduct Technical Training to LEGOIL personnel for the administration, operation, maintenance and handling of the AFSS. 2. This covers the requirements for operational and technical training to enable correct and proper use, operation, and maintenance of the AFSS. 3. Training documentation requirements are included. 4. The comprehensive trainings shall be provided to ensure that operation and maintenance personnel will be capable to competently operate and maintain the system. <p>F. Punch List, Cleaning, Clearing and Turn-Over</p> <ol style="list-style-type: none"> 1. The Contractor shall correct all noted punch lists, defects and/or needed replacements identified and observed. 2. The Contractor shall provide Service Level Agreement (SLA) including but not limited to three-level escalation support: <ol style="list-style-type: none"> 2.1 Unlimited communication service support 2.2. Technical support with 4-hour response time starting from the time of report and indicating all necessary contact information 2.3. Product manufacturer local technical support 3. The Contractor shall review the specifications and determine the numbers and nature of each shop drawing submittal. Five (5) sets of the duly signed and sealed 20"x30" sheets As-Built Drawings and CAD copy shall be submitted with reference made to the appropriate section of the specification. <ol style="list-style-type: none"> 3.1 Detailed electrical plans containing but not limited to the following: <ol style="list-style-type: none"> 3.1.1. Location and Site Plan 3.1.2. Legends and Abbreviations; and 3.1.3. Mechanical, Power Lay-outs and Riser Diagram 4. The Contractor shall restore to its original condition any facilities and fixtures that has been damage due to rehabilitation works and accidents arising during implementation, if any. 5. The Contractor shall clean, clearing of the area, and hauling and proper disposal of debris before turn-over 6. The Contractor shall demobilize and turn-over the entire project for acceptance of LEGOIL 1 or its authorized representative. <p>III. MATERIAL REQUIREMENTS AND SPECIFICATIONS</p> <p>A. The product and system's design shall be in accordance with the following Codes and Standards:</p> <ol style="list-style-type: none"> 1. Codes <ol style="list-style-type: none"> 1.1. National Building Code of the Philippines and its new IRR; 	
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	<p>1.2. Fire Code of the Philippines 1.3. Mechanical Engineering Code of the Philippines 1.4. Philippine Electrical Code 1.5. National Electrical Code; and 1.6. Existing Local Codes and Ordinances</p> <p>2. Standards</p> <p>2.1. National Fire Protection Association 2.2. British Standards Institution 2.3. European Committee for Standardization 2.4. Underwriters laboratory 2.5. Loss prevention certification Board Approved 2.6. CE marking 2.7. Factory Mutual Approvals 2.8. National Electrical Manufacturer's Association (NEMA)</p> <p>B. The Automatic Fire Suppression System and its components shall be manufactured by an ISO 9001:2015 certified company and meet the requirements of BS EN 12845:2004 with the appropriate PCAB license (Category A – SP-FP Fire Protection Work).</p> <p>C. The system shall be certified for seismic application in accordance with the International Building Code (IBC). The basis for qualification of seismic approval shall be via shake table testing.</p> <p>D. The Contractor shall submit certificates confirming that the system or components being installed in compliance with the codes and standards mentioned above.</p> <p>E. All components should be brand new. The Contractor is required to submit a manufacturer’s letter certifying that the components being supplied are brand new.</p> <p>F. The existing fire detection and alarm system shall be able to monitor the status of flow switches and supervisory switches installed at the sprinkler system risers. These monitoring points are also addressable in the same way as the detectors are making them easily recognizable at the control panel.</p> <p>G. Delivery of the materials must be supported by an official receipt duly signed by the authorized representative of the manufacturer attesting that the system component was sourced from the manufacturer which will be subject to inspection and documents validation by the LEGOIL or its authorized representative.</p> <p>IV. WARRANTY</p> <p>A. The Contractor shall guarantee the “work done” to be free from defects for a period of one (1) year reckoned from acceptance of the project. Form of warranty shall be in accordance with the provisions in Section 62 of the Revised Implementing Rules and Regulations (IRR) of R.A. 9184.</p> <p>B. The Contractor shall provide for quarterly maintenance check-up within the one-year warranty period which starts after the 9-months completion date for the AFSS starting from completion until final acceptance of the project.</p>	
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- C. All costs for all the spare parts and other maintenance materials and consumables which will be used in the maintenance shall be shouldered by the Contractor.

V. RESPONSIBILITIES OF THE CONTRACTOR

- A. The principal features of the work do not in any way limit the responsibilities of the Contractor to the general description of his/her scope of work. He/she shall perform all the work fully and make operational to the intent of the project.
- B. The Contractor shall be responsible for the proper execution and coordination of his/her work. He/she shall schedule and program all necessary work activities according to the specified completion period.
- C. The Contractor shall observe the required standards of safety and procedures in accordance with OSH standards and that its workers must be insured against all risks. He/she shall provide/equip its workers with Personal Protective Equipment (PPE) during the course of construction/installation. He/she shall observe the LEGOIL's house regulations to be issued together with the Work Permit.
- D. The Contractor shall be responsible for securing LEGOIL issued work permits and compliance with other rules and regulations related to the construction works. All workers/engineers working at site are required to wear company I.D. and uniforms indicating their company name.
- E. Cooking and sleeping are not allowed. Contractor's workers are limited to the designated working area only. Loitering around and inside the LEGOIL premises is not allowed.
- F. The Contractor shall be responsible for clearing and cleaning of the designated project site of unused materials, left over and other debris at the site and disposal of the same outside of the LEGOIL premises. A daily inspection of the work area shall be conducted by the Contractor and LEGOIL or its authorized representative to ensure that the working area and storage area assigned to the Contractor are always clean and in order.
- G. The Contractor shall protect adjacent areas against any damage by Contractor's employees, or materials, equipment and tools during the execution of the work. Any damage done by Contractor's employees shall be repaired at Contractor's own expense, without additional compensation beyond the contract.
- H. Permits, Laws, Ordinances and Standards – the installation provided for and specified herein shall comply with laws and regulations of the local government unit and any government agency having jurisdiction. All necessary permits and other requirements shall be secured for the account of the Contractor. Said requirements shall be turned over to LEGOIL prior to undertaking the project.
- I. The Contractor shall assign a full-time Engineer as Project-In-Charge (PIC) for the project to supervise the works mentioned herein. The PIC shall be a certified licensed Mechanical Engineer designated for the

project by the Contractor. Said PIC shall report the weekly/monthly status/progress of the project as agreed during the kick-off meeting and who shall be the one responsible for all coordination works with the LEGOIL or its authorized representatives.

- J. All other items of work not specifically mentioned but are necessary to complete the works in accordance with the plans and specifications and other related documents shall be provided by the Contractor at no additional cost to the LEGOIL.

VI. SUBMITTALS

- A. Before commencing any work or providing any materials at the jobsite for this project, the Contractor shall submit all necessary permits and appropriate licenses, samples, project Bar Chart/S-Curve and PERT/CPM Network Diagram for the LEGOIL's approval within five (5) calendar days upon receipt of Notice to Proceed.
- B. The Contractor's All-Risk Insurance (CARI) equivalent to project cost shall be submitted to LEGOIL within ten (10) calendar days upon receipt of Notice of Award (NOA) to be issued by the BAC Secretariat.
- C. The Contractor shall submit to LEGOIL the proposed delivery of materials, tools and equipment, and manpower schedules for proper monitoring five (5) calendar days after the Pre-construction/kick-off meeting.
- D. The Contractor shall submit samples and/or technical brochures of all materials to be used in the project within ten (10) calendar days upon receipt of Notice to Proceed which includes but not be limited to the following for LEGOIL's approval:
 - 1. AFSS Materials/Brochures with technical specifications.
 - 2. Manufacturer's printed Product Installation Instructions.
- E. Prior to issuance of the Certificate of Completion (COC) the documents shall be submitted to LEGOIL. The LEGOIL reserves the right not to issue a Certificate of Satisfactory Performance on the basis of the non-submission of any of the items below:
 - 1. Original Copy of "Record Drawing/Plan" complete with legend, technical specifications and measurements.
 - 2. Final Project Report including photo documentations before, during and after implementation of work. Each photo-documentation should have the date and time stamps in jpg-format.
 - 3. As-built Plans – Plans should be approved by LEGOIL. The Contractor shall submit shop drawings as required by LEGOIL. A complete set of As-Built Drawings in printed form (20" x 30") and/or A3 whichever is required by LEGOIL and an electronic copy in AutoCAD.
 - 4. Warranty Certificate of at least one (1) year against poor workmanship and defects traceable to materials.
- F. The Contractor is required to have a suitable Construction Safety and Health Program, which must be in accordance with Occupation Safety

	<p>and Health (OSH) standards, rules and issuances by the DOLE. The program shall state the following:</p> <ol style="list-style-type: none"> 1. Composition of Construction Safety and Health Committee 2. Specific safety policies which the Contractor shall observe at the area of construction which include but not limited to Fall Protection, Chemical Hazards, and Materials Handling and Storage 3. Penalties and sanctions for violations of the program. 4. The manner of disposing waste arising from the construction. 5. The safety program shall also include the appointment of a full-time safety officer-in-charge of the implementation of the said program. 	
<p>DOCUMENTARY REQUIREMENTS</p> <p><i>Please submit the following documents as part of the submission under this Section VII (Technical Specifications), which shall be checked using a non-discretionary "pass/fail" criteria</i></p>		
	<ol style="list-style-type: none"> 1) Affidavit of Compliance with Technical Specifications (See Annex "I") 2) Updated PCAB License (Category C and D – SP-FP Fire Protection Work). 3) Company Profile signed by the official/authorized representative of the bidder on all pages 4) Company Table of Organization signed by the official/authorized representative of the bidder on all pages 5) The Project-in-charge who will administer the Works must be well trained and experienced licensed Mechanical Engineer with at least five (5) years' relevant experience 6) List of Competent personnel to be assigned to the contract to be bid with complete qualification and experience signed by the official/authorized representative of the bidder on all pages 7) List of present and previous clientele 8) Notarized Certificate of Satisfactory Performance from at least three (3) previous clients for the last Three (3) years signed by the client's authorized representative 9) Certificates for Environmental, Health and Safety regulations (as applicable) 10) Site Inspection Certificate issued by the Procuring Entity's Authorized Representative 	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature over Printer Name of Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the bidder “passed” in relation to the eligibility and technical documents in the first envelope.

BIDDING DOCUMENTS

Checklist of Technical and Financial Documents

INSTRUCTIONS: The following required documents shall be accomplished, satisfied and submitted in chronological order to the BAC Secretariat, 4th Floor Palacio del Gobernador, General Luna City, Intramuros, Manila, on October 25, 2024, not later than 1:00PM. Prospective Bidders are required to submit in three (3) copies (1 original, 1 duplicate copy and 1PDF File) each of the required documents. The PDF file copy shall be saved in two (2) USBs (USB#1 – for technical and USB#2 – for financial component). All pages of the Bid, including attachments thereto shall be initialed by the person signing the Bid.

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

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

Technical Documents

- (b) 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; (See Annex “G”) **and**
- (c) 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; (See Annex “H”) **and**
- (d) 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; (See Annex “E”) **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable (please accomplish Sections VI & VII); **and**
- (f) 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.
- (See Annex “F”)

Financial Documents

- (g) 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 (See Annex “J”).

Class “B” Documents

- (h) 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.

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Request for Quotation Form (SEE Annex “A”); **and**
- (j) Original of duly signed and accomplished Price Schedule(s) (SEE Annex “B”);

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

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



BIDDING DOCUMENTS

Section IX. Forms



BIDDING DOCUMENTS

PRICE QUOTATION FORM

Date: _____
Request for Quotation No: _____

To: (name and address of Procuring Entity)

After having carefully read, examined and accepted the terms and conditions in the Negotiation Documents for the **“Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.”** including the Supplemental or Bid Bulletin Numbers [insert numbers], hereunder is our price proposal for the lot identified below:

Item No.	Particulars/ Description	Price Offer (in Php) (VAT inclusive)
1	Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.	

AMOUNT IN WORDS:

(VAT Inclusive)

The above-quoted price is inclusive of all costs and applicable taxes.

Very truly yours,

AUTHORIZED REPRESENTATIVE:

Signature: _____
Printed Name: _____
Company Name: _____
Legal Capacity: _____
Date: _____

ANNEX “B”

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: _____

AUTHORITY OF SIGNATORY
(For Corporation)

I, (Name of Corporate Secretary), legal age, Filipino, with business address at _____, after being duly sworn to in accordance with law do hereby depose and state:

That I am the duly elected Corporate Secretary of (Name of Corporation), a corporation duly organized and existing under and by virtue of applicable Philippine laws:

That at the special meeting of the Board of Directors of the said corporation, duly called and held at the principal office on (Date of Meeting) at which a quorum was presented and voting throughout the following resolution was unanimously approved to wit:

“RESOLVED, any of the following whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as attachment, is/are authorized to sign in behalf of the Corporation, to submit documents and represent solely for the purpose of complying with the **Negotiated Procurement-Two Failed Biddings for the Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.**

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day _____ of _____ at _____.

PRINTED NAME/SIGNATURE
CORPORATE SECRETARY

SUBSCRIBED AND SWORN TO before me in the City of _____ this ____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

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

AUTHORITY OF SIGNATORY
(For Sole Proprietor/Partnership)

I, (Name of Owner/managing Partner), legal age, [Civil Status], Filipino, and residing at [address of affiant], after having been duly sworn to in accordance with law do hereby depose and state that:

1. I am the Sole Proprietor/Managing Partner of [Name of Supplier], with office address at [Address of Supplier];
2. As the Sole Proprietor/managing Partner of [Name of Supplier], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the **Negotiated Procurement-Two Failed Biddings for the Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc;**
3. As the Sole Proprietor/Managing Partner of [Name of Supplier], I authorized [Name of Representative] whose specimen signature/initials and copy of acceptable government issued identification cards with signatures as clearly shown attachment, is authorized to sign in behalf of the [Name of Bidder], to submit documents and represent solely for the purpose of complying with the **Negotiated Procurement-Two Failed Biddings for the Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.**

NAME	ID WITH SIGNATURE PRESENTED	SPECIMEN SIGNATURE	SPECIMEN INITIAL

IN WITNESS WHEREOF, I have hereunto affix my signature this ____ day _____ of _____ at _____.

PRINTED NAME/SIGNATURE

SUBSCRIBED AND SWORN TO before me in the City of _____ this _____ day of _____ by (Name of Corporate Secretary) who has satisfactorily proven to me his/her identity through his/her (Identification Card presented), that he/she is the same person who personally signed before me the foregoing Affiant and acknowledged that he/she executed the same.

NOTARY PUBLIC

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

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/MUNICIPALITY 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

SUBSCRIBED AND SWORN to before me this __ day of _____ 2024 in _____, affiant, who is personally known to me, exhibiting to me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,		

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2024.

BIDDING DOCUMENTS

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the

Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person

or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this __ day of _____ 2024 in _____, affiant, who is personally known to me, exhibiting to me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,		

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2024.

STATEMENT OF ALL ONGOING GOVERNMENT AND PRIVATE CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

NAME OF CONTRACT TO BE BID: SUPPLY OF LABOR, MATERIALS, SUPERVISION AND OTHER CONSUMABLE FOR THE AUTOMATION OF FIRE SUPPRESSION SYSTEM OF LEGASPI OIL COMPANY, INC

This is to certify that _____ has the following ongoing government and private contracts including contracts awarded but not yet started:

Name of the Contract	Date of the Contract	Contract of Duration	Owner’s Name & Address	Kind of Goods	Amount of Contract	Value of Outstanding Contract	Date of Delivery
I. GOVERNMENT							
II. PRIVATE							

INSTRUCTIONS:

- a. State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar to the project called for bidding) as of the day before the deadline of submission and opening of bids.
- b. If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c. The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder:

1. Notice of Award or any equivalent documents;
2. Notice to Proceed or any equivalent documents; and
3. Other supporting documents

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

ANNEX “H”

**STATEMENT OF THE BIDDER’S SINGLE LARGEST COMPLETED CONTRACT
(SLCC)**

NAME OF CONTRACT TO BE BID: **SUPPLY OF LABOR, MATERIALS, SUPERVISION AND OTHER CONSUMABLE FOR THE AUTOMATION OF FIRE SUPPRESSION SYSTEM OF LEGASPI OIL COMPANY, INC**

This is to certify that _____ has the following Single Largest Completed Contract (SLCC) similar to the contract to be bid equivalent to at least Fifty Percent (50%) of the Approved Budget to the Contract (ABC) within the last five (5) years:

Name of Contract	Date of Contract	Duration of Contract	Owner’s Name and Address	Kinds of Goods	Amount of Completed Contract	Date of Delivery	End User’s Acceptance or Official Receipt(s) or Sales Invoice (If completed)

Instructions:

- a. Cut-off date: The day before the deadline of submission and opening of bids.
- b. In the column for “End-user’s Acceptance”, indicate the date of acceptance or Official Receipt(s)
- c. or Sales Invoice.

Note: The supporting documents stated below shall be presented during the post-qualification. Failure to comply shall be grounds for the disqualification of the bidder.

1. Contract or Purchase Order;
2. Sales Invoice; and
3. Certificate of Performance/Acceptance

CERTIFIED CORRECT:

Name & Signature of Authorized Representative

Position

Date

ANNEX “I”

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]

BIDDING DOCUMENTS

ANNEX “J”

COMPUTATION OF NET FINANCIAL CONTRACTING CAPACITY

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

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

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

	Amount
Current Assets	
Minus: Current Liabilities	
Sub-Total	
Multiplied by 15	
Sub-Total	
Minus: Value of Outstanding Contracts	
NFCC	

Submitted By:

Name of the Supplier / Distributor / Manufacturer

Signature of Authorized Representative

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

**SWORN CERTIFICATION / AFFIDAVIT OF COMPLIANCE WITH
THE TECHNICAL SPECIFICATIONS
RE: SUPPLY OF LABOR, MATERIALS, SUPERVISION AND
OTHER CONSUMABLE FOR THE AUTOMATION OF FIRE
SUPPRESSION SYSTEM OF LEGASPI OIL COMPANY, INC.**

I, [NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE], Filipino, of legal age, with address at [BIDDER’S ADDRESS], after having been duly sworn in accordance with law, depose and state:

1. I am the President/Chief Executive Officer of [NAME OF BIDDER]. I have been duly authorized by the [NAME OF BIDDER]’s Board of Directors to execute this *Sworn Certification* on behalf of [NAME OF BIDDER], as shown by the secretary’s certificate attesting to the board resolution that is attached hereto as **Annex “K”**.
2. In connection with the [NAME OF BIDDER]’s bid for the “2nd Public Bidding for the Procurement of Supply of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc. (LEG-NP-2FB-2024-001)” (“Project”), I hereby attest on behalf of [NAME OF BIDDER] that:
 - 2.1. [NAME OF BIDDER] represents and warrants that the *Supply, of Labor, Materials, Supervision and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc.* to be supplied by [NAME OF BIDDER] complies with the specifications under the Philippine Bidding Documents;
 - 2.2. [NAME OF BIDDER] recognizes and accepts that compliance with the representation and/or warranty expressed in Clause 2.1 of this *Sworn Certification* is a continuing requirement. Should it be awarded the Contract for the Project, [NAME OF BIDDER] binds itself that it shall continue to comply with the said representation and/or warranty until the [NAME OF BIDDER] has completely delivered to **Legaspi Oil Company, Inc.** the *Supply, of Labor, Materials, Supervision*

and other consumable for the Automation of Fire Suppression System of Legaspi Oil Company, Inc. being contemplated by the Philippine Bidding Documents;

- 2.3. [NAME OF BIDDER] shall strictly comply with terms of the Philippine Bidding Documents and the corresponding Bid Bulletins that may be issued in connection therewith;
- 2.4. Without prejudice to the other remedies that are available to **LEGASPI OIL COMPANY, INC.**, [NAME OF BIDDER] unconditionally accepts that its failure to comply with any of the undertakings mentioned herein, or the falsity of the information provided above, will result in the forfeiture of its bid security/performance bond in favor of **LEGASPI OIL COMPANY, INC.**; and
- 2.5. [NAME OF BIDDER] represents and warrants that all the foregoing information are true and correct. Any falsity, error, or misrepresentation shall automatically disqualify [NAME OF BIDDER] from being awarded the Contract for the Project.

3. I am executing this *Sworn Certification/Affidavit of Compliance with the Technical Specifications* to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____ 2024 in _____.

**[NAME OF BIDDER'S
AUTHORIZED REPRESENTATIVE],**
Affiant

SUBSCRIBED AND SWORN to before me this ___ day of _____ 2024 in _____, affiant, who is personally known to me, exhibiting to me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,		

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.

Section X. Appendix



BIDDING DOCUMENTS

Appendix “L”

Sealing of Quotations as defined in Section 15 of the ITB (Illustration of quotations with 1 original, 1 duplicate and PDF File copy, each box in the diagram represents a sealed

