SOCIAL SECURITY SYSTEM

PHILIPPINE BIDDING DOCUMENTS

Sixth Edition

Procurement of GOODS

SERVICING OF POWER SUBSTATION 1 AND 2

ITB-SSS-GOODS-2023-016

APRIL 2023

Government of the Republic of the Philippines

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Table of Contents

Glossary of Acronyms, Terms, and Abbreviations ……3
Section I. Invitation to Bid……..……..6
Section II. Instructions to Bidders……..……...9
1. Scope of Bid ……10
2. Funding Information……10
3. Bidding Requirements …… 10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices 10
5. Eligible Bidders…… 10
6. Origin of Goods …….. 11
7. Subcontracts …… 11
8. Pre-Bid Conference …… 11
9. Clarification and Amendment of Bidding Documents …… 11
10. Documents comprising the Bid: Eligibility and Technical Components ……11
11. Documents comprising the Bid: Financial Component ……... 12
12. Bid Prices ……12
13. Bid and Payment Currencies ……13
14. Bid Security …… 13
15. Sealing and Marking of Bids ……13
16. Deadline for Submission of Bids ……13
17. Opening and Preliminary Examination of Bids …….. 13
18. Domestic Preference …… 14
19. Detailed Evaluation and Comparison of Bids …… 14
20. Post-Qualification …… 14
21. Signing of the Contract …… 14
Section III. Bid Data Sheet ……..15
Section IV. General Conditions of Contract ……...……..18
1. Scope of Contract …… 19
2. Advance Payment and Terms of Payment …….. 19
3. Performance Security …… 19
4. Inspection and Tests …… 19
5. Warranty …… 19
6. Liability of the Supplier …….. 21
Section V. Special Conditions of Contract ……22
Section VI. Schedule of Requirements ……....29
Section VII. Technical Specifications …….……..……..……33
Section VIII. Checklist of Technical and Financial Documents ……..35

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.

SSS – Social Security System

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

UN – United Nations.

Section I. Invitation to Bid

REPUBLIC OF THE PHILIPPINES
SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City
Tel. Nos. (632)8920-6401*(632)8920-6446
E-mail: member_relations@sss.gov.ph*Website http://www.sss.gov.ph

Invitation to Bid
ITB-SSS-Goods-2023-016

SERVICING OF POWER SUBSTATION 1 AND 2

Approved Budget for the Contract (ABC) & Source of Fund	*Delivery/ Completion Period*	*Price of Bid Documents (non-refundable)*	*Schedule of Activities Date/Time*	
			Pre-bid Conference	*Deadline of submission and receipt of bids*
₱ 4,144,447.65 Approved 2023 Corporate Operating Budget-MOOE with Code PAP 2023-0171 of the 2023 Annual Procurement Plan (APP)	Thirty (30) Calendar Days from receipt of Notice to Proceed and Signed Contract	P5,000.00	*April 12, 2023 (Wednesday) 2:30 p.m.*	*April 26, 2023 (Wednesday) 2:00 p.m.*

1. The ***SOCIAL SECURITY SYSTEM*** now invites Bids for the above item. Delivery of the Goods is required within the period specified above. **Bidders should have completed within five (5) years prior to the date of submission and receipt of bids**, a contract similar to the Project. The description of an eligible Bidder is contained in the Bidding Documents, particularly, in Section II - Instruction to Bidders.

2. Bids received in excess of the ABC shall be automatically rejected at bid opening.

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary pass/fail criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act 9184 (RA) 9184, otherwise known as the "Government Procurement Reform Act".

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

4. Interested bidders may obtain further information from the *SSS* and inspect the Bidding Documents at the address in the last item of the ITB from Monday to Friday, 8:00 a.m. to 5:00 p.m.

5. A complete set of Bidding Documents may be acquired by interested bidders starting **04 April 2023 up to the scheduled submission & receipt of bids** from the address stated in the last item of the ITB and upon payment of the applicable fee for the Bidding Documents in the amount specified above.

   The mode of payment will be on a cash basis payable at the SSS Cash Department, Ground Floor, SSS Main Bldg., upon accomplishment of SSS Form R-6. The Bidding Documents shall be received personally by the prospective Bidder or his authorized representative.

   It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the SSS, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The SSS will hold a Pre-Bid Conference on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City which shall be open to prospective bidders, but attendance shall not be mandatory. To ensure completeness and compliance of bids, bidders are advised to send their authorized technical and/or administrative representatives who will prepare the bid documents.

The Pre-Bid Conference will be conducted through online conference using Microsoft Teams. Kindly e-mail us on or before 12 April 2023, through e-mail address bac@sss.gov.ph, the following:

a. Name of the representative and e-mail address; and
b. Technical and administrative queries.

7. Bids must be duly received by the BAC Secretariat at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City on the deadline specified above. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the ITB Clause 14.

   Bid opening shall be on the date and time specified above at the Bidding Room, 2nd Floor, SSS Main Building, East Avenue, Diliman, Quezon City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address above. Late bids shall not be accepted.

8. References to the dates and times shall be based on Philippine Standard time. Should any of the above dates fall on a holiday, the deadline shall be extended to the same time of the immediately succeeding business day in Quezon City.

9. The SSS reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

10. The ***SSS*** assumes no obligation to compensate or indemnify parties for any expense or loss that they may incur as a result of their participation in the procurement process, nor does SSS guarantee that an award will be made as a result of this invitation. Furthermore, the SSS reserves the right to waive any defects or formality in the responses to the eligibility requirements and to this invitation and reserves the right to accept the proposal most advantageous to the agency.

11. For further information, please refer to:

    Bids & Awards Committee
    The Secretariat
    2nd Flr., SSS Main Bldg., East Ave., Diliman, Q.C.
    Tel # (632) 8922-1070; 8709-7198 local 5492/6382
    Email – bac@sss.gov.ph

12. Bidding Documents may be downloaded from PROCUREMENT tab at www.sss.gov.ph starting **04 April 2023**.

THE CHAIRPERSON
BIDS & AWARDS COMMITTEE

ref.: itb-sss-goods-2023-016-Servicing of Substation 1 & 2

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Social Security System* wishes to receive Bids for the **Servicing of Power Substation 1 and 2** with identification number *ITB-SSS-Goods-2023-016.*

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *CY2023* in the amount of Four Million One Hundred Forty-Four Thousand Four Hundred Forty-Seven and 65/100 Pesos (₱ 4,144,447.65).

2.2. The source of funding is: Approved 2023 Corporate Operating Budget-MOOE with Code PAP 2023-0171 of the 2023 Annual Procurement Plan (APP).

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. 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:

a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

7.1. The Procuring Entity has prescribed that Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **Bidding Room, 2nd Floor, SSS Main Bldg., East Avenue, Diliman, Quezon City and/or through online conference using Microsoft Teams** as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***the last five (5) years*** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

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

12. Bid Prices

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

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS**.

b. For Goods offered from abroad:

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

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration 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 for ***One Hundred Twenty (120) Calendar Days from the Date of the Bid Opening.*** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 7 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 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:

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

20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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) and other appropriate licenses and permits required by law and 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**.

Section III. Bid Data Sheet

Bid Data Sheet

<table>
<tr><th>ITB Clause</th><th></th></tr>
<tr><td>5.3</td><td>For this purpose, contracts similar to the Project shall be:

a. Power Substation Servicing

b. Completed within Five (5) years prior to the deadline for the submission and receipt of bids.</td></tr>
<tr><td>7.1</td><td>Not Applicable</td></tr>
<tr><td>12</td><td>The price of the Goods shall be quoted DDP.

Social Security System, Main Office Building, East Ave., Diliman, Quezon City</td></tr>
<tr><td>14.1</td><td>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

<table>
<tr><th>Form of Bid Security</th><th>Amount of Bid Security (Not less than the Percentage of the ABC)</th></tr>
<tr><td>Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td><td rowspan="2">Two percent (2%)
or
Php 82,888.95</td></tr>
<tr><td>Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</td></tr>
<tr><td>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</td><td>Five percent (5%)
or
Php 207,222.38</td></tr>
</table>

* Bank issued securities must be issued by a universal/commercial bank.

* Surety Bonds must be accompanied by a certification from Insurance Commission that issuer is authorized to issue such security.

* Bid Securing Declaration must be notarized by a duly commissioned Notary Public.</td></tr>
<tr><td>19.3</td><td>The ABC is ₱ 4,144,447.65.

Any bid with a financial component exceeding the amount indicated above shall not be accepted.</td></tr>
</table>

20.1	Not Applicable.
20.2	The Lowest Calculated Bidder shall submit the following: 1. Registration certificate from Securities and Exchange Commission (SEC) for corporation including Articles of Incorporation and General Information Sheet (GIS), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document 2. 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; 3. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR) 4. Latest Audited Financial Statements 5. Latest income tax return corresponding to the Audited Financial Statements submitted, filed electronically (EFPS); 6. Quarterly VAT (business tax returns) per Revenue Regulations 3-2005 for the last six (6) months prior to the submission & opening of bids filed electronically (EFPS);
21.1	Not Applicable.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	**SCOPE OF WORKS**

I. General Cleaning and services including Check up and Repair of Power Utility Equipment

General cleaning and servicing of the power substation equipment and facilities, whole switchgear enclosure, servicing LBS & VCB switching mechanism, check-up/servicing control circuits' wirings including Check up and Repair of tie Circuit Breaker-2 (TCB-2), and all its mechanical components, application of contact grease to the disconnecting means assembly and re-tightening of mounting bolts/ nuts of all bus-bar connections and all other connected components to it, checkup and rectification of HV terminations including re-adjustment, electrical manholes cleaning & repainting works.

Note: The disconnection of the LBS must be performed by the contractor with Personal Protective Equipment (PPE)

1.0 RECEIVING/SWITCHING STRUCTURE AREA

1.1 Two (2) sets 34.5 kV load break switches including its accessories (LBS 1&2).
1.2 Two (2) sets 34.5 kV power fuse assembly (PF No. 1&2).
1.3 Two (2) sets 34.5 kV surge arrester including its accessories (L.A No. 1&2).
1.4 Incidental services, repairs and other consumable materials needed to complete the functionality of the facility.

2.0 SUBSTATION AREA No. 1:

2.1 Two (2) sets power transformer oil immersed self-cooled 1500 kVA,

34.5kV primary, 480/277 volts secondary (LT-1 & LT-2).

2.2 Two (2) sets Air Circuit Breaker (ACB) @ (PCB 1 & 2) draw-out type, 2000 AT,

480 VAC. (output side of the Power transformers)

2.3 One (1) Cubicle Low Voltage Switchgear Assembly-1 (LVSG 1), composed of the following motorized draw-out type ACB units indicated in the table below:

Low Voltage Switchgear Assembly-1 (LVSG 1									
CABINET NO.	1	2	3	4	5	6	7	8	9
DESCRIPTION	FCB4-1A	ATS-M ATS-G MCB-3A	AUX-1 FCB4-1 FCB4-2	TCB-2 MCB-1A MCB-2A	FCB3-1 FCB3-2 AUX-2	ATS-M ATS-G MCB-4A	GCB-1	GCB-2	Master c/p

2.4 Check-up and Repair of Tie Circuit Breaker-2 (TCB-2)

2.5 Two (2) sets of Capacitor Bank Nos.1 & 2 inside the LVSG Room.

2.6 Incidental services and other consumable materials needed to complete the functionality of the facility and all other Feederline Circuit Breakers **(pls. validate at site).**

3.0 SUBSTATION AREA No. 2:

3.1 Two (2) sets 34.5 kV Vacuum Circuit Breaker (VCB) @ (HVSG 3 & 4), draw-out type motor operated.

3.2 Two (2) sets Power Transformer Oil Immersed Self Cooled, 1500KVA, 34.5 KV Primary, 480/ 277Volts Secondary

3.3 One (1) Cubicle Low Voltage Switchgear Assembly-2 (LVSG 2), composed of the following draw-out type ACB units indicated in the table below;

Low Voltage Swiitchgear Assembly - 2 (LVSG-2)					
Cabinet No.	1	2	3	4	5
Description	MCB3 FB-A	FB-B FB-C FB-D	SPARE TCB FB-E	FB-F FB-G FB-H	MCB-4 FB-I

3.4 Two (2) sets Automatic Transfer switch (ATS 3&4)

3.5 Two (2) sets Bus Duct at LVSG-2 (Bus D 1&2)

3.6 Two (2) sets Capacitor Banks for LVSG-2 Bank No. 3&4, (Cap Bank no. 3&4)

3.7 Incidental services and other consumable materials needed to complete the functionality of the facility and all other Feederline Circuit Breakers **(pls. validate at site).**

4.0 GENERATOR SET AREA:

4.1 Two (2) sets Caterpillar Gensets (CAT 1 & 2) including its fuel tank

II. Ground Resistance Test

1.0 Substation No. 1, Nine (9) Grounding test points (A-I) to be considered tested.

2.0 Substation No. 2, Two (2) Grounding test points (A-B) to be considered tested.

3.0 Receiving Structure, Three (3) Grounding test points (A-C)to be considered tested.

III. Protective Relay Test *(Three Phase & Ground Fault) etc.)*

1.0 Substation No. 2, Two (2) units High Voltage Switchgear (HVSG) Cubicle Nos. 3 &4

IV. Cable Insulation and High Potential Test:

1.0 Circuit No. 1 & 3 (Balintawak Grid) & Circuit No. 2 & 4 (Kamuning Grid and Marikina Grid)

1.1 Insulation Resistance Testing (Megger)

1.2 HI potential Testing (Hipot)

V. Transformer test of substation 1 & 2;

1.0 High Voltage Transformer No. 1, 2, 3 & 4

1.1 Turn Ratio Testing

1.2 Insulation Resistance Testing

1.3 Winding Resistance Testing

1.4 Oil Dielectric Tests (KV)

1.5 Comprehensive Oil Test (Dissolve Gas Analysis, Oil Insulation Power Factor, Dielectric Breakdown Voltage, Double Moisture in Oil Test, Corrosive Sulfur Test, Furan Analysis, Oil Quality Test)

1.6 Insulation Power Factor

1.7 Exciting Current Test

1.8 Short Circuit Impedance

1.9 Oil Degasification

1.10 Partial Discharge Surveillance

1.11 Incidental services, necessary repairs and other consumable materials needed to complete the functionality of the facility

2.0 The contractor shall have **the following Testing Equipments Parameters**

2.1 Transformer Turn Ratio Testing Instrument

2.2 High Voltage Insulation Tester

2.3 Digital Low Resistance Ohmmeter (DLRO)

2.4 Oil Dielectric Tester

VI. Switchgear Test: LVSG -1, LVSG-2, HVSG 3 & 4 and ATS 3 & 4 including capacitor bank

1.0 LVSG -1, LVSG-2, HVSG 3 & 4 and ATS 3 & 4

1.1 Contact Resistance Testing
1.2 Insulation Resistance Testing
1.3 Functional test of mechanical system, calibration, system operation testing and submission of test results
1.4 Incidental services, repairs and materials needed to complete for the functionality of the project.
1.5 Vacuum Circuit Breaker Contact Resistance Test
1.6 Vacuum Circuit Breaker Insulation Resistance test
1.7 Vacuum Circuit Breaker Timing test
1.8 Vacuum Bottle Integrity Test (Vanguard)

2.0 Capacitor Bank

2.1 Capacitance Resistance Test
2.2 Insulation Resistance Test

VII. Transformer Oil Services (R-Temp Insulation Oil)

1.0 Supply additional insulation Oil, 4-sets Power Transformers to maximum oil level.

2.0 Degasification of Transformer oils 4-sets 1.5MVA, 34.5KV/480VAC to pass the minimum insulation level requirement.

VIII. Documentary Requirements

The contractor shall submit a Book bind Technical Service Reports by a Registered Electrical Engineer, arranged as follows:

1.0 Summary of the report for all equipment and accessories tested including recommendations for SSS action.

2.0 Result of the following tests:

2.1 Ground Resistance Test

2.2 Protective Relay Test

2.3 Cable Insulation and High Potential Test

2.4 Transformer Test

2.5 Switchgear Test

2.6 Functionality Test

VIII. Electrical Manhole Services

1.0 Cleaning, surface preparation, repainting and servicing of the following:

1.1 Existing seventeen (17) Electrical Manholes (EMh) in different locations - application with One (1) coat epoxy primer and two (2) coats of latex paint

1.2 Cable Racks - application with One (1) coat epoxy primer and two (2) coats of enamel paint

1.3 Servicing of submersible pumps inside the EMH.

SITE INSPECTION

The Contractor is required to conduct site inspection in order for them/him to be familiar with the existing conditions and include all necessary incidental works, services and materials that will be needed in the completion of the project. The proposal / bid price shall include all necessary considerations that may affect in the execution of all works. Subsequent claim(s) on the ground of inadequate or insufficient information shall not be entertained.

After the completion of the project, the contractor shall issue a certification that all services rendered as provided in the scope of work are safe to operate. Said document must be duly signed by a Registered Electrical Engineer.

	HOUSEKEEPING Any damaged incurred during the activity shall be restored / repaired by the Contractor at his own expense and shall be done at the satisfaction of the client/SSS. Paint dropping and other stains relative to the project shall be removed from all areas. During the process of the work and on the completion of the project, the Contractor shall remove from premises all dirt, debris, rubbish and waste materials caused by him in the performance of his work. He shall remove all tools, scaffolding and surplus materials after completion and acceptance of the work. All affected areas that will be damage during the project implementation shall restore at its original state/conditions. **Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: The delivery terms applicable to this Contract are delivered Social Security System, Main Office Building, East Ave., Diliman, Quezon City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is **Francis F. Flores, Elmer D. Mescallado and George N. Carreon.**
2.2	One-time payment shall be made upon issuance of certificate of completion and final acceptance from EFMD. The payment shall be credited to the LANDBANK or DBP or any choice of bank account subject to applicable bank charges of the winning bidder. The payment shall be subject to retention of Withholding Tax and other applicable taxes in accordance with existing Laws and BIR Rules and Regulations, to be remitted directly to the BIR by the SSS. Payment using Letter of Credit is not allowed.
4	Not applicable.
5.1	Warranty: One (1) year warranty of the rendered services to take effect upon issuance of certificate of completion and final acceptance from EFMD.
5.2	The period for correction of defects in the warranty period is within 24-hours from the time defect was first communicated by EFMD to the vendor through any of the following means of communications: 1. Email 2. Phone Call Note: The Contractor shall dispatch technician(s) to the facility within twenty-four (24) hours from the time the problem has been reported.

6	**Liability of the Supplier** 1. CONFIDENTIALITY. Neither party shall, without the prior written consent of the other, disclose or make available to any person, make public, or use directly or indirectly, except for the performance and implementation of the works, any confidential information, acquired from an information holder in connection with the performance of this Contract, unless: (i) the information is known to the disclosing party, as evidenced by its written records, prior to obtaining the same from the information holder and is not otherwise subject to disclosure restrictions on the disclosing party, (ii) the information is disclosed to the disclosing party by a third party who did not receive the same, directly or indirectly, from an information holder, and who has no obligation of secrecy with respect thereto, or (iii) required to be disclosed by law. The obligation of confidentiality by both parties, as provided herein, shall survive the termination of the Agreement. 2. MERGER AND CONSOLIDATION. In case of merger, consolidation or change of ownership of the SUPPLIER with other company, it is the responsibility of the surviving company/consolidated company/acquiring entity to inform SSS of the change in corporate structure/ownership. Failure to do so shall translate in such company assuming all liabilities of the acquired/merged company under the Agreement. 3. FORCE MAJEURE. SUPPLIER shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that SUPPLIER's delay in performance or other failure to perform its obligations under this Agreement is the result of a force majeure. For purposes of this Agreement the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which SUPPLIER could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by SUPPLIER. Such events may include, but not limited to, acts of SSS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. If a force majeure situation arises, SUPPLIER shall promptly notify SSS in writing of such condition and the cause thereof. Unless otherwise directed by SSS in writing, SUPPLIER shall continue to perform its obligations under this Agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure. 4. NON-ASSIGNMENT. SUPPLIER shall not assign its rights or obligations under this Agreement, in whole or in part, except with SSS's prior written consent. SUPPLIER shall not subcontract in whole or in part the PROJECT and deliverables subject of this Agreement without the written consent of SSS. 5. WAIVER. Failure by either party to insist upon the other strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions hereof, which can only be deemed made if expressed in writing and signed by its duly authorized representative. No such waiver shall be construed as modification of any of the provisions of the Agreement or as a waiver of any past or future default or breach hereof, except as expressly stated in such waiver.

6. CUMULATIVE REMEDIES. Any and all remedies granted to the parties under the applicable laws and the Contract shall be deemed cumulative and may therefore, at the sole option and discretion, be availed of by the aggrieved party simultaneously, successively, or independently.

7. NO EMPLOYER-EMPLOYEE RELATIONSHIP. It is expressly and manifestly understood and agreed upon that the employees of SUPPLIER assigned to perform the PROJECT are not employees of SSS. Neither is there an employer-employee relationship between SSS and SUPPLIER.

   The Agreement does not create an employer-employee relationship between SSS and the SUPPLIER including its personnel; that the services rendered by the personnel assigned by SUPPLIER to SSS in the performance of its obligation under the contract do not represent government service and will not be credited as such; that its personnel assigned to SSS are not entitled to benefits enjoyed by SSS' officials and employees such as Personal Economic Relief Allowance (PERA), Representation and Transportation Allowance (RATA), ACA, etc.; that these personnel are not related within the third degree of consanguinity or affinity to the contracting officer and appointing authority of SSS; that they have not been previously dismissed from the government service by reason of an administrative case; that they have not reached the compulsory retirement age of sixty-five (65); and that they possess the education, experience and skills required to perform the job. The SUPPLIER hereby acknowledges that no authority has been given by SSS to hire any person as an employee of the latter. Any instruction given by SSS or any of its personnel to SUPPLIER's employees are to be construed merely as a measure taken by the former to ensure and enhance the quality of project performed hereunder. The SUPPLIER shall, at all times, exercise supervision and control over its employees in the performance of its obligations under the contract.

8. PARTNERSHIP. Nothing in the contract shall constitute a partnership between the parties. No party or its agents or employees shall be deemed to be the agent, employee or representative of any other party.

9. COMPLIANCE WITH SS LAW. SUPPLIER shall report all its employees to SSS for coverage and their contributions, as well as, all amortizations for salary/education/calamity and other SSS loans shall be updated. Should SUPPLIER fail to comply with its obligations under the provisions of the SS Law and Employees' Compensation Act, SSS shall have the authority to deduct any unpaid SS and EC contributions, salary, educational, emergency and/or calamity loan amortizations, employer's liability for damages, including interests and penalties from SUPPLIER's receivables under this Agreement.

   Further, prescription does not run against SSS for its failure to demand SS contributions or payments from SUPPLIER. Moreover, SUPPLIER shall forever hold in trust SS contributions or payments of its employees until the same is fully remitted to SSS.

10. COMPLIANCE WITH LABOR LAWS. SUPPLIER, as employer of the personnel assigned to undertake the PROJECT, shall comply with all its obligations under existing laws and their implementing rules and regulations on the payment of minimum wage, overtime pay, and other labor-related benefits as well as remittances or payment of the appropriate amount or contributions/payment (SSS, EC, Pag-IBIG, PhilHealth and taxes) with concerned government agencies/offices.

    It is agreed further, that prior to the release of any payment by SSS to SUPPLIER, its President or its duly authorized representative, shall submit a sworn statement that all monies due to all its employees assigned to the PROJECT as well as benefits by law and other related labor legislation have been paid by SUPPLIER and that he/she assumed full responsibility thereof.

11. COMPLIANCE WITH TAX LAWS. SUPPLIER shall, in compliance with tax laws, pay the applicable taxes in full and on time and shall regularly present to SSS within the duration of the Contract, tax clearance from the Bureau of Internal Revenue (BIR) as well as copy of its income and business tax returns duly stamped by the BIR and duly validated with the tax payments made thereon. Failure by SUPPLIER to comply with the foregoing shall entitle SSS to suspend payment of the Contract Price.

    As required under Executive Order (EO) 398, s. 2005, SUPPLIER shall submit income and business tax returns duly stamped and received by the BIR, before entering and during the duration of this Agreement. SUPPLIER, through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. SUPPLIER shall pay taxes in full and on time and that failure to do so will entitle SSS to suspend or terminate this Agreement.

12. LIQUIDATED DAMAGES. If SUPPLIER fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in the PBD inclusive of duly granted time extensions if any, SSS shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), SSS may rescind or terminate this Agreement, without prejudice to other courses of action and remedies open to it.

13. HOLD FREE and HARMLESS. SUPPLIER agrees to defend, indemnify, and hold SSS free and harmless from any and all claims, damages, expenses, fines, penalties and/or liabilities of whatever nature and kind, whether in law or equity, that may arise by reason of the implementation of the Agreement. In addition, SUPPLIER agrees to indemnify SSS for any damage as a result of said implementation.

    SUPPLIER hereby assumes full responsibility for any injury, including death, loss or damage which may be caused to SSS' employees or property or third person due to SUPPLIER's employees' fault or negligence, and further binds itself to hold SSS free and harmless from any of such injury or damage. SSS shall not be responsible for any injury, loss or damage which SUPPLIER or any of its employees may sustain in the performance of SUPPLIER's obligations under this Agreement.

14. SETTLEMENT OF DISPUTES. If any dispute or difference of any kind whatsoever shall arise between SSS and SUPPLIER in connection with or arising out of this Agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

    If after thirty (30) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either SSS or SUPPLIER may give notice to the other Party of its intention to commence arbitration, in accordance with RA No. 876, otherwise known as the "Arbitration Law" and RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004," in order to settle their disputes.

    No arbitration in respect of this matter may be commenced unless such notice is given.

    Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under this Agreement unless they otherwise agree.

15. VENUE OF ACTIONS. In the event court action is necessary in order to promote Arbitration, such action shall be filed only before the proper courts of Quezon City, to the exclusion of all other venues.

	16. GOVERNING LAW. The Agreement shall be governed by and interpreted according to the laws of the Republic of the Philippines. 17. AMENDMENTS. This Agreement may be amended only in writing and executed by the parties or their duly authorized representatives. 18. SEPARABILITY. If any one or more of the provisions contained in the contract or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, then: (i) the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired and shall remain in full force and effect; and (ii) the invalid, illegal or unenforceable provision shall be replaced by the parties immediately with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of such invalid illegal or unenforceable term of provision. 19. BINDING EFFECT. The Agreement shall be binding upon the Parties hereto, their assignee/s and successor/s-in-interest.

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.

Description	Quantity	Delivered, Weeks/Months
Servicing of Power Substation 1 and 2	1 lot	Thirty (30) Calendar Days from receipt of Notice to Proceed and Signed Contract

Note:
The shutdown of power substation shall be implemented during weekends and/or long holidays.

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance	Annex
[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.]			
SERVICING OF POWER SUBSTATION 1 AND 2			
I	***Testing Equipment Certificate*** The bidder must submit updated calibration certificate valid within one (1) year prior to the submission and opening of bids for the following: 1) Ground Resistance Test Equipment 2) Protective Relay Test Equipment 3) Cable Insulation and High Potential Test Equipment 4) Transformer Test Equipment 5) Switchgear Test Equipment		

Section VIII. Checklist of Technical and Financial Documents

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Certificate of Platinum Registration and Membership (Platinum Membership) (all pages);

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; **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 five (5) years period prior to the submission and opening of Bids; **and**

☐ (d) Original copy of Bid Security (Cash, Letter of Credit, Surety Bond). If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **Or** Original copy of Notarized Bid Securing Declaration; **and**

☐ (e) Conformity with the Schedule of Requirements (Section VI) and Technical Specifications (Section VII), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **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 and copy Authority to Notarize issued to the Notary Public by the Regional Trial Court.

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

For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos:

☐ (g) Copy of Treaty, International or Executive Agreement; **or**

☐ (h) 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.

☐ (i) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Class "B" Documents

☐ (j) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

Financial Documents

☐ (k) 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; **and**

☐ (l) 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.

II. FINANCIAL COMPONENT ENVELOPE

☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (n) Original of duly signed and accomplished Price Schedule(s)/Bid Breakdown.

IMPORTANT REMINDERS

A) Each and every page of the **Bid Forms/Price Schedule(s)/Bid Breakdown**, under Section VIII: Checklist of Technical and Financial Documents hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

B) Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

C) Bid documents shall be compiled in a folder/binder with the Annexes properly labeled with tabs/separators.

D) Bidders shall submit their bids through their duly authorized representative enclosed in separate sealed envelopes, which shall be submitted simultaneously:

a) The first three individually sealed envelopes shall contain the folder/binder of the Eligibility Requirements and Technical Component of the bid; prepared in three copies labeled as follows:

Envelop (1): ORIGINAL – Eligibility Requirements and Technical Component
Envelop (2): COPY1 – Eligibility Requirements and Technical Component
Envelop (3): COPY2 – Eligibility Requirements and Technical Component

b) The next three individually sealed envelopes shall contain the folder/binder of the Financial Component of the bid; prepared in three copies labeled as follows:

Envelop (4): ORIGINAL – Financial Component
Envelop (5): COPY1 – Financial Component
Envelop (6): COPY2 – Financial Component

c) Bidders shall enclose, seal and mark the following:

Envelop (7): Envelope (1) and Envelope (4) enclosed in one sealed envelope marked "ORIGINAL–BID"

Envelop (8): Envelope (2) and Envelope (5) enclosed in one sealed envelope marked "COPY1–BID"

Envelop (9): Envelope (3) and Envelope (6) enclosed in one sealed envelope marked "COPY2–BID"

d) Envelopes (7) to (9) shall then be enclosed in a single sealed, signed final/outer envelope/package/box

e) All envelopes (Envelopes (1) to (9) and the final/outer envelope/package/box) shall indicate the following:

- addressed to the Procuring Entity's BAC
- name and address of the Bidder in capital letters
- name of the contract/project to be bid in capital letters
- bear the specific identification/reference code of this bidding process
- bear a warning "DO NOT OPEN BEFORE…" the date and time for the opening of bids

THE CHAIRPERSON
BIDS AND AWARDS COMMITTEE
2ND FLOOR, SSS MAIN BUILDING
EAST AVENUE, DILIMAN, QUEZON CITY

NAME OF BIDDER : _____
ADDRESS : _____

NAME OF PROJECT: _____
ITB REFERENCE NUMBER: _____

DO NOT OPEN BEFORE
(the date and time for the opening of bids)

E) Bids submitted after the deadline shall only be marked for recording purpose, shall not be included in the opening of bids, and shall be returned to the bidder unopened.

F) Bidders shall submit a copy of the Authority to Notarize issued by the Regional Trial Court to the Notarial Public.

FORMS

FORM-01

Bid Form for the Procurement of Goods

BID FORM

SERVICING OF POWER SUBSTATION 1 AND 2

Date:_____
Project Identification No.: _____

To: SOCIAL SECURITY SYSTEM
East Avenue, Diliman, Quezon City

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

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;

c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

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

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

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

_____
_____
_____
(if none, state "None")

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

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

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

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

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

Name: _____

Legal capacity:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

FORM-02

Price Schedule(s)/Bid Breakdown

Name of Bidder _____ Invitation to Bid Number _____

Item No.	Cost Component	Total Cost
1	**General Cleaning and Services including Check-up and Repair of Power Utility Equipment:** ➢ Receiving Structure Area ➢ Substation No. 1 including check-up and repair of Tie Circuit Breaker-2 (TCB-2) of LVSG-1 ➢ Substation No. 2 ➢ Generator Area	₱
2	**Ground Resistance Test of the Following:** ➢ Substation No. 1 (Point A to Point I) ➢ Substation No. 2 (Point A to Point B) ➢ Receiving Structure (Point A to Point C)	₱
3	**Protective Relay Test and Calibration (Three Phase & Ground Fault) etc. of Substation 2 (HVSG – 3 & 4)**	₱
4	**Cable Insulation Resistance Test and High Potential Test:** ➢ Circuit No. 1 & 3 (Balintawak Grid) ➢ Circuit No. 2 & 4 (Kamuning/Marikina Grid)	₱
5	**Transformer Test of the following:** ➢ Substation No. 1 (T-1), (T-2) ➢ Substation No. 2 (T-3), (T-4)	₱
6	**Switchgear Test** ➢ Substation No. 1, (LVSG-1) withdrawable Air Circuit Breaker (ACB) ➢ Capacitor Banks ➢ HVSG 3 & 4 ➢ Automatic Transfer Switch (ATS 3 & 4) at Substation 2	₱
7	**Transformer Oil Services (R-Temp Insulation Oil)** ➢ Supply Additional Insulation Oil, 4-sets Power Transformers to Maximum Oil Level ➢ Degasification of Transformer Oils 4-sets 1.5MVA, 34.5KV/480VAC to Pass the minimum insulation level requirement	₱
8	**Other Related Works and Activities** ➢ Cleaning, Surface Preparation, Repainting and Servicing of the existing seventeen (17) Electrical Manholes (EMh) in different locations – application with one (1) coat epoxy primer and two (2) coats of latex paint ➢ Cable Racks – application with one (1) coat epoxy primer and two (2) coats of enamel paint ➢ Servicing of submersible pumps inside EMh	₱
	TOTAL COST	₱

Note:

1. Any bid exceeding the **ABC of ₱ 4,144,447.65** shall not be accepted.
2. Fill up all required items/field in the bid breakdown. Failure to indicate any of the following shall mean outright disqualification since bid is considered Non-Responsive.
   - If the item is given for free, indicate dash (-), zero (0) or free
   - If the item is not applicable, indicate N/A
3. All documents shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
4. Bid proposal must be inclusive of labor and all applicable taxes.
5. Warranty requirement is at no cost to SSS.

Name: _____

Legal capacity:_____

Signature:_____

Duly authorized to sign the Bid for and behalf of: _____

FORM-03

Formula in the Computation of NFCC

_____
NAME OF PROJECT

_____
NAME OF COMPANY

NFCC = 15 (Current Assets – Current Liabilities) – Value of All Outstanding Works under On-going Contracts including Awarded Contracts yet to be started)

YEAR	CURRENT ASSETS	CURRENT LIABILITIES
TOTAL		

Value of Outstanding Works under On-going Contracts:

CONTRACT DESCRIPTION	TOTAL CONTRACT AMOUNT AT AWARD	PERCENTAGE OF PLANNED AND ACTUAL ACCOMPLISHMENT	ESTIMATED COMPLETION TIME
TOTAL			

Use additional sheet/s, if necessary

FORMULA:

15 (_____ – _____) – _____ = _____

Current Assets minus Current Liabilities minus Total Outstanding Works **NFCC**

P_____
NFCC

Prepared and Submitted by:

_____
Signature over Printed Name

FORM-04

(Name of Bank)

COMMITTED LINE OF CREDIT CERTIFICATE

Date: _____

Social Security System (SSS)
SSS Main Building, East Avenue
Diliman, Quezon City

CONTRACT PROJECT	:	_____
COMPANY/FIRM	:	_____
ADDRESS	:	_____
BANK/FINANCING INSTITUTION	:	_____
ADDRESS	:	_____
AMOUNT	:	_____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the (Supplier/Distributor/Manufacturer/Contractor), if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned contract subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the (Supplier/Distributor/Manufacturer/Contractor) of the Notice of Award and such line of credit shall be maintained until issuance of Certificate of Acceptance by the Social Security System.

This Certification is being issued in favor of said (Supplier/Distributor/Manufacturer/Contractor) in connection with the bidding requirement of (Name of Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

The committed line of credit cannot be terminated or cancelled without the prior written approval of Social Security System.

Name and Signature of Authorized Financing Institution Office

Office Designation

Concurred by:

Name & Signature of (Supplier/Distributor/Manufacturer/Contractor) Authorized Representative

Official Designation

SUBSCRIBED AND SWORN TO BEFORE ME this _____ day of _____ at _____ Philippines, Affiant exhibited to me his/her competent Evidence of Identity (as defines by the 2004 Rules on Notarial Practice _____issued on _____ at _____, Philippines.

NOTARY PUBLIC

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

(Note: The amount committed should be machine validated in the Certificate itself)

FORM-05

STATEMENT OF ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

NAME OF CONTRACT	DATE OF CONTRACT	CONTRACT DURATION	OWNER'S NAME, ADDRESS, CONTACT NUMBERS AND E-MAIL ADDRESS	KINDS OF GOODS	AMOUNT OF CONTRACT	VALUE OF OUTSTANDING CONTRACT	REMARKS (Indicate "With NDA" or "Without NDA")

NOTE: INCLUDING PROJECTS WITH NON-DISCLOSURE AGREEMENT (NDA)

FORM-06

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE PROJECT TO BE BID EQUIVALENT TO AT LEAST 50% OF THE ABC WITH ATTACHED SUPPORTING DOCUMENTS (i.e. P.O/CONTRACTS)

NAME OF CONTRACT	KINDS OF GOODS	AMOUNT OF CONTRACT	CONTACT PERSON, CONTACT NO., ADDRESS, AND EMAIL ADDRESS

FORM-07

Bid Securing Declaration Form

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

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

    a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
    b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
    c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity] Affiant

[Jurat]

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

GPPB Resolution No. 16-2020, dated 16 September 2020

FORM-08

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

SERVICING OF POWER SUBSTATION 1 AND 2

ITB-SSS-Goods-2023-___

THIS AGREEMENT made between:

SOCIAL SECURITY SYSTEM, a government-owned and controlled corporation created pursuant to Republic Act No. 11199, with principal office address at SSS Building, East Avenue, Diliman, Quezon City, represented herein by its Approving Authority and (Position of Approving Authority), (Name of Approving Authority) and (Position of Signatory), (Name of signatory), duly authorized pursuant to Administrative Order _____, _____ (pertaining to Approving Authority) (Annex "A") and Office Order _____ , _____ (Annex "B") (pertaining to signatories), hereinafter referred to as the "SSS";

- a n d –

(NAME OF SUPPLIER), of legal age, Filipino, single/married, with principal address at _____, hereinafter referred to as the "Supplier".

If corporation

(NAME OF SUPPLIER), a corporation duly created and existing pursuant to the laws of the Republic of the Philippines, with principal office address at _____, represented herein by its (Position of Signatory), (Name of Signatory), duly authorized pursuant to _____, _____, hereinafter referred to as the "Supplier".

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] (PROJECT) 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.*:

a. 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

b. Supplier'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;

c. Performance Security;

d. Notice of Award of Contract; and the Bidder's conforme thereto; and

e. 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. SSS 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 date and place indicated in their respective acknowledgments.

[Insert Name and Signature]	*[Insert Name and Signature]*
[Insert Position of Signatory]	*[Insert Position of Signatory]*
for:	*for:*
SSS	*[Insert Name of Supplier]*

(In case of double acknowledgment which is usually used by the SSS)

SIGNED IN THE PRESENCE OF:

_____ _____

(Name of Certifying officer as to availability of funds)

(Position of Certifying Officer)

(Department/Office of Certifying Officer)

FUNDS AVAILABLE:

APP No.: _____

FIRST ACKNOWLEDGMENT

Republic of the Philippines)
_____…….) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (___) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed as well as the free and voluntary act and deed of the principal he/she /they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

SIGNED IN THE PRESENCE OF:

_____ _____

SECOND ACKNOWLEDGMENT

Republic of the Philippines)
_____…….) S.S.

BEFORE ME, a Notary Public for and in _____, Philippines, on this _____ day of _____ personally appeared:

Name	Competent Evidence of Identity	Date/Place of Issue

known to me to be the same person who executed the foregoing Agreement, consisting of _____ (__) pages, including this page and excluding annexes, and he/she/they acknowledged to me that the same is his/her/their free and voluntary act and deed (if corporation to include succeeding phrase) as well as the free and voluntary act and deed of the principal he/she/they represent/s in this instance.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20__.

GPPB Resolution No. 16-2020, dated 16 September 2020

FORM-09

Omnibus Sworn Statement (Revised)

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 documents 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. *[Consultant]* 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 duly to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s.1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

[Jurat]

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

GPPB Resolution No. 16-2020, dated 16 September 2020

REPUBLIC OF THE PHILIPPINES]
NAME OF CITY] S.S

SECRETARY'S CERTIFICATE

I, **<NAME OF CORPORATE SECRETARY>**, of legal age, **<Civil Status>**, Filipino citizen and with business at **<Company Address>,** after being duly sworn, hereby depose and state that:

1. I am the Corporate Secretary of **<COMPANY NAME>,** a Corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at <**Office Address>.**

2. As the Corporate Secretary, I have custody and access to the records of the Corporation.

3. I am familiar with the facts herein certified and duly authorized to certify the same.

4. I hereby certify that during a regular meeting of the Board of Directors of the Corporation held on **<Date of Meeting>,** at which meeting a quorum was present, the following Resolution/**s was/were** unanimously passed, approved and adopted:

   a) RESOLVED that **<COMPANY NAME>**, authorized and empowered the following to participate in the bidding for the **SERVICING OF POWER SUBSTATION 1 AND 2** of the **SOCIAL SECURITY SYSTEM:**

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

   b) **RESOLVED FURTHER that**, if awarded the Contract, the following **is/are** granted full power and authority to enter into contract with the S**OCIAL SECURITY SYSTEM:**

NAME	POSITION/DESIGNATION	SIGNATURE
1.		
2.		

   c) **RESOLVED FURTHERMORE** that, the designated representative/**s** of the Corporation has/have the full power to perform any and all acts necessary and/or to represent the Corporation as fully and effectively as the Corporation might do if personally present, and hereby satisfying and confirming all the said representative/**s** shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of ____ at **<CITY>.**

_____
NAME & SIGNATURE of Corporate Secretary

SUBSCRIBE AND SWORN to before me this ___ day of _____ at **<CITY>**, affiant having exhibited to me his/her <Government Issued ID and details [issued by, date and place issued if applicable]).

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

FORM-10

Performance Securing Declaration (Revised)

[As alternative performance security to be submitted by the winning bidder within ten (10) days from receipt of Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.

2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;

3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

    a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
        i. Procuring Entity has no claims filed against the contract awardee;
        ii. It has no claims for labor and materials filed against the contractor; and
        iii. Other terms of the contract; or

    b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

[Insert NAME OF BIDDER OR ITS

AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

Republic of the Philippines

gpb

Government Procurement Policy Board