

Government of the Republic of the Philippines
City of Koronadal Water District
Block I, Casa Subdivision, Zone III, City of Koronadal

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF GOODS

For the

**Supply, Delivery, Installation, Testing
and Commissioning of Supervisory
Control and Data Acquisition (SCADA)
System for Koronadal Public Market
Water Supply System**

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
CITY OF KORONADAL WATER DISTRICT

Blk. 1, Casa Subd., Brgy. Zone III, City of Koronadal
Tel nos. (083)228-4049, 520-0674, Fax no. (083)228-8141
E-mail Address: ckwd_koronadalcity@yahoo.com
Website: www.ckwd.gov.ph



INVITATION TO BID FOR SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM FOR KORONADAL PUBLIC MARKET WATER SUPPLY SYSTEM

1. The City of Koronadal Water District, through the Corporate Fund 2024 intends to apply the sum of **Three Million Seven Hundred Thousand (Php 3,700,000.00)**, being the ABC to payments under the contract for Supply, Delivery, Installation, Testing and Commissioning of Supervisory Control and Data Acquisition (SCADA) System for Koronadal Public Market Water Supply System / CKWD-BAC-24-12-20. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The City of Koronadal Water District now invites bids for the above Procurement Project. Delivery of the Goods is required by **One Hundred Twenty (120) calendar days** from receipt of Notice to Proceed. Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.

4. Prospective Bidders may obtain further information from City of Koronadal Water District and inspect the Bidding Documents at the address given below during Office Hours from 8:00 AM – 5:00 PM weekdays only except holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on December 14, 2024 ~ January 06, 2025 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php 5,000.00. The Procuring Entity shall allow the bidder to present its proof of payment in person, by facsimile, or through electronic means.
6. The City of Koronadal Water District will hold a Pre-Bid Conference on December 23, 2024, 1:30 PM. at City of Koronadal Water District Administrative Building, Block 1,

Casa Subdivision, Brgy. Zone-III, City of Koronadal which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before January 06, 2025 at 12:00 NOON. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on January 06, 2025 at 1:30 PM at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The City of Koronadal Water District reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BAC Secretariat: Engr. Katherine Dianne A. Alinsugay/ Kristine Mae I. Babila/ Rolly D. Buendia/ Louise Mycee R. Subaldo/

Name of Office: City of Koronadal Water District

Address: City of Koronadal Water District Administration Building, Block. I, Casa Subdivision, Zone-III, City of Koronadal

Telephone (083) 228-4049

Facsimile No.: (083) 228-8141

Mobile Number: 09486540266

Email Address: ckwdbac@gmail.com
mysubaldo@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

CKWD Website: www.ckwd.gov.ph

PhilGeps: www.philgeps.gov.ph

Date of Issue: December 14, 2024

Sgd.

ENGR. JONATHAN Q. GADAYAN
CKWD-BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, City of Koronadal Water District wishes to receive Bids for the Supply, Delivery, Installation, Testing and Commissioning of Supervisory Control and Data Acquisition (SCADA) System for Koronadal Public Market Water Supply System, with identification number CKWD-BAC-24-12-20.

The Procurement Project (referred to herein as “Project”) is composed Supply, Delivery, Installation, Testing and Commissioning of Supervisory Control and Data Acquisition (SCADA) System for Koronadal Public Market Water Supply System, 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 Corporate Fund 2024 in the amount of Three Million Seven Hundred Thousand (Php 3,700,000.00).

2.2. The source of funding is the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

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

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address City of Koronadal Water District Administration Building, Block. I, Casa Subdivision, Zone-III, City of Koronadal 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 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 until 120 calendar days from 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 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

- 19.2. 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 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

- 20.1. 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

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: Completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
10	
12	The price of the Goods shall be quoted DDP City of Koronadal Water District Administration Building, Block. I, Casa Subdivision, Zone-III, City of Koronadal or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than Php 74,000.00 [(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 Php 185,000.00 [(5%) of ABC] if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original copy and two (2) duplicate copies of the first and second components of its bid.
19.3	No further instructions.
20.1	Registration Certificate (CDA) Valid Business/Mayor's Permit Tax Clearance (BIR)
21.2	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	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>For Goods supplied from abroad, “The delivery terms applicable to the Contract are DDP delivered to the Project Site location:</p> <p style="padding-left: 40px;">Koronadal Public Market, Purok Kaunlaran, Brgy. Zone I, City of Koronadal</p> <p>In accordance with INCOTERMS.”</p> <p>For Goods supplied from within the Philippines, “The delivery terms applicable to this Contract are delivered to the Project Site location:</p> <p style="padding-left: 40px;">Koronadal Public Market, Purok Kaunlaran, Brgy. Zone I, City of Koronadal</p> <p>Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Ryele B. Barro / Mr. Randy L. Benedito / End-User or its Representative.</i></p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>

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

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Not allowed.
4	<p>The inspections and tests that will be conducted are: Physical Inspection of unit to be delivered and actual testing (Dryrun) of the units. In the presence of CKWD representative, field testing of the units will be conducted by a qualified technician of the supplier prior to its acceptance.</p>
5.1	The obligation for the warranty shall be covered by either retention money in an amount equivalent to five percent (5%) or a special bank guarantee equivalent to five percent (5%) of the contract price.

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.

Item No.	Description	Qty	Unit	Total	Delivered, Weeks/Months
1	Programmable Logic Controller	1	set		120 Calendar days upon receipt of Notice to Proceed
2	Human Machine Interface (HMI)	1	set		
3	SCADA software	1	set		
4	Workstation PC	1	set		
5	Ethernet Switch	2	set		
6	Un-interruptible Power Supply	1	set		
7	Monitor 55"	1	set		
8	Wireless Antena (Tx/Rx) with Pole	2	set		
9	Variable Frequency Drive	2	set		
10	Pumps & Motors	2	set		
11	Water Level Monitoring Transmitter	4	set		
12	Electromagnetic Flowmeter	1	set		
13	Power Meter	1	set		
14	Fabricated Coated Panels w/ complete assembly	1	set		
15	Surge Protection Device	1	set		
16	Butterfly Valve with actuators	2	set		
17	Pressure Transmitter	2	set		

Note: *Do not submit this form. Instead, submit the form "Compliance with Section VI. Schedule of Requirements" under Bidding Forms after Section VIII herein.*

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance ("Comply" or "Not Comply")
1	Supply, Delivery, Installation, Testing and Commissioning of Supervisory Control and Data Acquisition (SCADA) System for Koronadal Public Market Water Supply System	
	A. General	
	<p>1. Scope</p> <ul style="list-style-type: none"> a. The scope of work shall be to supply, install, test and commission the Supervisory Control and Data Acquisition (SCADA) System for Koronadal Public Market. All the required parameters shall be transmitted to City of Koronadal Water District Main office as the Central Command Center. b. The SCADA system, in general, performs the following tasks but not limited for specified parameters: <ul style="list-style-type: none"> i. Monitoring functions ii. Controlling functions iii. Graphical displaying functions iv. Reporting functions v. Alarming functions vi. Trending functions vii. Data storage viii. Other related functions that may be required by the CKWD not stated herein. 	
	<p>2. Conditions</p> <ul style="list-style-type: none"> a. The system and instruments should be brand-new specifically the programmable automation controllers, sensors, variable frequency drives (VFD), pumps, motors, electromagnetic flowmeters, and SCADA software. b. The supplier shall furnish all labor, materials, tools, equipment, transport, supplies and other services to complete the SCADA System and shall be responsible for the proper installation of the supplied equipment and software. c. The supplier shall install the equipment and system within one hundred twenty days (120) days after signing of Notice to Proceed (NTP). The 15-day time frame shall be allotted in order to check the proper alignment of the pump/ motor assembly and make necessary corrections of both mechanical and electrical failures found during installation and construction. The supplier shall inform the CKWD 	

	<p>measures and proper procedures on its operation to guarantee a smooth and proper function of the newly installed units and system.</p> <p>d. Field-testing shall be made once the mounted equipment is ready for operation and when both the CKWD and supplier have finished their scopes of work on the installed unit. During the installation and commissioning of the SCADA System, the supplier is required to assign a technician responsible for overseeing the commissioning process. All associated costs, including transportation, accommodation, allowances, and other incidental expenses, shall be covered by the supplier.</p> <p>e. The supplier shall be liable for any damages to materials, electro-mechanical equipment's such as but not limited to Pumps and Motors, Variable Frequency Drive (VFD), flowmeter, level and other electro-mechanical devices during testing and commissioning of the SCADA project and shall be required to replace immediately to any incur defects without cost to CKWD. All incidental expenses including the pulling out and transporting of the unit shall be borne by the supplier.</p> <p>f. In accordance with the Electricity Safety Regulations, supplier is strictly prohibited from connecting, or allowing to remain connected, any wiring or equipment in unsafe conditions to an electrical installation or power supply. Additionally, to control hazardous energy sources, standard regulations require that machinery and equipment be isolated from their energy sources and secured with a lockout or tagout system before any servicing or maintenance is performed.</p> <p>g. The supplier shall provide a comprehensive warranty covering all parts and labor for a minimum period of one year from the date of delivery and installation of the equipment and system.</p> <p>h. In case of any malfunction, defect, or failure of the equipment and system during the warranty period, the supplier shall offer repair services at no additional cost to the buyer.</p> <p>i. The supplier must respond to a warranty repair request within 24 hours of notification by the buyer. The supplier is required to complete the repair or provide a replacement within a maximum lead time of 1 week from the time of notification. This includes the time for diagnostics, shipping of parts, and on-site or off-site repair as necessary.</p> <p>j. If the repair cannot be completed within the 1-week lead time, the supplier must provide a temporary replacement of equivalent specifications at no extra cost to the buyer, until the original equipment is repaired and returned to full working condition.</p>	
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	<p>k. The supplier is required to maintain high standards of housekeeping throughout the entire project duration. They shall be fully responsible for managing and securing their own materials, equipment, and tools to prevent any potential accidents or safety hazards in the workplace.</p> <p>1. All equipment/ materials must be brand new.</p>																																																							
	<p>3. Location The assembly shall be installed at Koronadal Public Market, Purok Kaunlaran, Brgy. Zone I, City of Koronadal.</p>																																																							
	<p>4. List of Major Components</p> <table border="1" data-bbox="252 728 1187 1487"> <thead> <tr> <th>Item No.</th> <th>Item</th> <th>Quantity</th> </tr> </thead> <tbody> <tr><td>4.a</td><td>Programmable Logic Controller</td><td>1</td></tr> <tr><td>4.b</td><td>Human Machine Interface (HMI)</td><td>1</td></tr> <tr><td>4.c</td><td>SCADA software</td><td>1</td></tr> <tr><td>4.d</td><td>Workstation PC</td><td>1</td></tr> <tr><td>4.e</td><td>Ethernet Switch</td><td>2</td></tr> <tr><td>4.f</td><td>Un-interruptible Power Supply</td><td>1</td></tr> <tr><td>4.g</td><td>Monitor 55"</td><td>1</td></tr> <tr><td>4.h</td><td>Wireless Antena (Tx/Rx) with Pole</td><td>2</td></tr> <tr><td>4.i</td><td>Variable Frequency Drive</td><td>2</td></tr> <tr><td>4.j</td><td>Pumps & Motors</td><td>2</td></tr> <tr><td>4.k</td><td>Water Level Monitoring Transmitter</td><td>4</td></tr> <tr><td>4.l</td><td>Electromagnetic Flowmeter</td><td>1</td></tr> <tr><td>4.m</td><td>Power Meter</td><td>1</td></tr> <tr><td>4.n</td><td>Fabricated Coated Panels w/ complete assembly</td><td>1</td></tr> <tr><td>4.o</td><td>Surge Protection Device</td><td>1</td></tr> <tr><td>4.p</td><td>Butterfly Valve with actuators</td><td>2</td></tr> <tr><td>4.q</td><td>Pressure Transmitter</td><td>2</td></tr> </tbody> </table>	Item No.	Item	Quantity	4.a	Programmable Logic Controller	1	4.b	Human Machine Interface (HMI)	1	4.c	SCADA software	1	4.d	Workstation PC	1	4.e	Ethernet Switch	2	4.f	Un-interruptible Power Supply	1	4.g	Monitor 55"	1	4.h	Wireless Antena (Tx/Rx) with Pole	2	4.i	Variable Frequency Drive	2	4.j	Pumps & Motors	2	4.k	Water Level Monitoring Transmitter	4	4.l	Electromagnetic Flowmeter	1	4.m	Power Meter	1	4.n	Fabricated Coated Panels w/ complete assembly	1	4.o	Surge Protection Device	1	4.p	Butterfly Valve with actuators	2	4.q	Pressure Transmitter	2	
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	Embedded USB Programming Port, Ethernet Port, Non-Isolated RS232/485 Serial Port
Plug-in ports	5 Plug-In Ports, up to 4 Expansion Modules
5.b Human Machine Interface (HMI)	
Display	10.4 in. Display, Aluminum Panel with Resistive Touch
Resolution	800x600 or higher
Case	Zinc-coated skin pass steel
Power supply	24VDC (9 - 32VDC) isolated
Interface	Ethernet: 2x Gigabit Ethernet (RJ45), USB: 2x USB 3.0 (Type-A / host) SERIAL: 1x RS232/422/485 (DB9M) isolated
Operating Temperature	0° - 50°C
Approvals	CE, cULus Listed, UKCA, ATEX, KC, RCM
5.c SCADA software	
SCADA should support unlimited displays, unlimited web clients and tags to accommodate future integration with our pumping stations.	
For future expansion, SCADA system shall have dual monitor capability to provide enhanced visibility and operational efficiency.	
Data logging to ODBC-compliant database such as Microsoft SQL Server or historian.	
5.d Workstation PC	
CPU	At least 12 th Gen or higher Intel Core i5
Storage (OS)	256GB M.2 Gen 4 NVMe SSD
Storage (Data)	2x1 TB 7200 RPM HDD or higher RAID 0, 1, 5 support
Operating System	Windows 10 Pro or 11 Pro
Memory	8GB non-ECC DDR5 or Higher
Display Output	2 x DisplayPort 1.4a HBR2 ports
Ethernet Port	RJ45 (1 GbE) Ethernet port
Chassis/Form factor	Tower
5.e Ethernet Switch	
Type	Managed switch
RJ45 Ports	Minimum 5x10/100BaseT
Operating Temp	-20 ~60 Deg. C
VLANS	Supported
Secure connectivity with SSH and HTTPS	Supported
5.f Un-interruptible Power Supply	
Supplied SCADA product must have the capacity/facility to contain battery-backed memory for the duration of at least one (1) day dedicated for the PLC's programming and configuration.	

System must be able to send alerts for power outages. An Industrial Type Uninterruptible Power Supply (UPS) must be present for PLC back-up for at least fifteen (15) minutes. It must also support local and remote firmware upgrade.	
5.g Monitor	
Size:	At least 55"
Mounting:	Wall mounted, inclusive of installation
5.h Wireless Antenna (Tx/Rx) with Pole (Communication Complete Set)	
Power Supply	24V, 0.3A Gigabit PoE Adapter
Max. Power Consumption	7W
Power Method	Passive PoE
Gain	23 dBi
Networking Interface	(1) 10/100/1000 Ethernet Port
Wind Survivability	200 km/h
Security	WPA2
Long-Range Point-to-Point (PtP) Link Mode	
5.i Variable Frequency Drive	
Motor Power, Hp [KW]	1 step higher for 10Hp motor
AC Voltage Range	380V – 500V
Voltage % Tolerance	+10%, -15%
Supply number of Phase	3 Phase
Total Harmonic Current Distortion (THDi)	30 – 45%
Prospective Short circuit current (kAIC rating)	65kA
Nominal Current	52A
Enclosure Rating	IP55
Local Control Panel	w/Mobile phone Bluetooth connectivity and clear display
VFD Features	Motor pre-heating function
	Built-in PID Control
	Built-in Safe Torque Off (STO) function
	Full-text diagnostic display
	DTC Control for precise torque control and enhance energy efficiency
	Removable Memory unit for faster drive replacement
Digital Variable Frequency Drive that is SCADA ready and has integrated EMC filter.	

Complete protection against over/under voltage, thermal overcurrent, lock rotor, ground fault, under current, definite time overcurrent.	
Digital monitoring of voltage, current, frequency, energy, KW, and fault history	
The VFD will be controlled via fieldbus. Status updates, diagnostic faults, and alarms will be visible on both the HMI and SCADA system.	
5.j Pumps & Motors	
Number of Pump and Motor	2 units
Pump Type	Vertical In-line
Maximum system pressure	120 psi
Actual calculated flow	3.5 liters per second
Maximum flow	5.0 liters per second
Mains Supply	230V
Resulting head of pump	35 meters
Head (maximum)	50 meters
Manifold sizes (inlet and outlet)	100 mm
Pump Parts in contact with the pump liquid	Made of stainless steel
Pump bases and heads	Made of cast iron; other vital parts are made of stainless steel
Motor Rating	5 Hp, 230V, 3 phase, 60 Hz
5.k Water Level Monitoring Transmitter	
Principle	Radar sensor
Range	Up to 8 meters
Output	4-20mA
Beam angle	8°
Operating voltage	12 - 35 V DC
Protection rating	IP66 or higher
Maintenance-free operation due to non-contact 80 GHz radar technology	
5.l Electromagnetic Flowmeter	
SENSOR	Size mm (in): 150 (6)
	Environment Protection Rating: IP67/NEMA 6
	Accuracy: ±0.2%
	Q _{max} (m ³ /hr): 700 or higher
	Q _{nominal} (m ³ /hr): 600 or higher
	Q _{Transitional} (m ³ /hr): 5
	Q _{min} (m ³ /hr): 3.5 or lower
	Cable: 20 meters (capable upto 100m or higher)
Flange Type Connection: PN16	

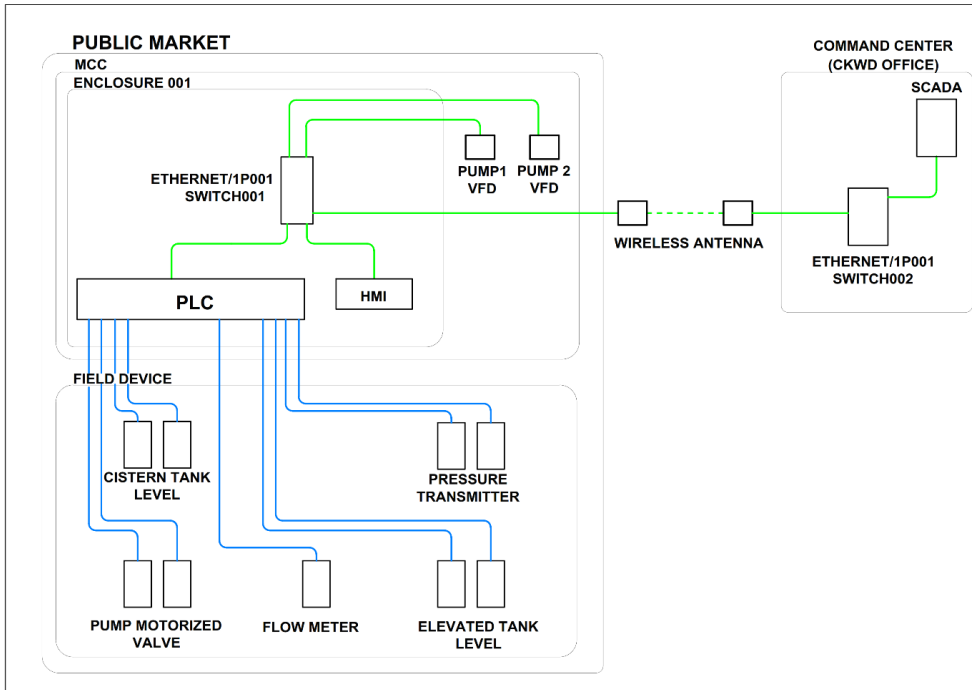
		Lining Material: Elastomer
		Flange material: Carbon steel
		Housing material: Carbon steel
		Measurements: Direct/Inverse Flow
	TRANSMITTER	Transmitter Mounting: Remote
		Power Supply: 85 to 265 V AC
		Current Output: 4 to 20 mA
		Security: Read-only switch and ultra-secure service password
		Digital Outputs: Three (3) configurable pulse/frequency and alarm outputs
		Fit-and-Flow data storage inside the flow meter which eliminates the need to match sensor when replace
		Self-calibrating capabilities
5.m Power Meter		
Data Port		Ethernet
Interface		Modbus TCP or its equivalent
Supply Voltage		95-240V AC; 110-340V DC
Digital Input		1 or higher
Digital Output		1 or higher
Degree of Protection		IP65 or higher
5.n Fabricated Coated Panels w/ complete assembly		
Shall provide newly fabricated powder coated panels with a complete set of wiring consumables for network and monitoring of all required parameters.		
- Programmable Logic Controller		
- Human Machine Interface (HMI)		
- IO Modules		
- Circuit breaker Protection		
- Power Meter		
- Surge Protection Device		
- Uninterruptible Power Supply		
- Exhaust Fan		
Shall be installed inside the control house and shall be properly ventilated		
5.o Surge Protection Device		
Protection Performance		maximum of 30 microsecond
Radius of Protection		72 meters minimum
5.p Butterfly Valve with actuators		
Size in (mm)		6" (150)
Butterfly valve body material		Cast iron
Butterfly Disc		Stainless Steel 304 or 316

5.q Pressure Transmitter	
Measuring Range	0 to 16 bar g (0 to 232 psi g) or 0 to 25 bar g (0 to 363 psi g)
Current Output Signal	4-20 mA
Degree of Protection	IP65 or higher

6. List of Human Machine Interface (HMI) Alarms

Item No.	Alarm Descriptions
6.a	Under Voltage
6.b	Over Voltage
6.c	Over Current
6.d	Water Level Reservoir (Cistern) Low Level
6.e	Water Level Reservoir (Cistern) High Level
6.f	Water Level Right Building Low Level
6.g	Water Level Right Building High Level
6.h	Water Level Left Building Low Level
6.i	Water Level Left Building High Level
6.j	Discharge Line High Pressure
6.k	Discharge Line Low Pressure
6.l	Low/High Flowrate
6.m	Submersible motor Tripped
6.n	Motor Control Panel High Temperature
6.o	Motorized Valve (On/Off Status)
6.p	VFD Alarms

7. System Architecture



8. Personnel Requirements

The Contractor shall provide the minimum number of personnel for the project, as detailed in the table below. These roles and responsibilities ensure thorough coverage of all project aspects.

QUANTITY DESCRIPTION

- 1 Project Engineer (PEE)
- 2 Technical Engineers (Electronics and Communications Engineer)
- 2 Technical Engineers (Registered Electrical Engineer)

To ensure qualified personnel, all professionals must have a valid unexpired PRC license.

9. Schedule of Payment

The contract duration is one hundred twenty (120 CD) calendar days starting upon receipt of Notice to Proceed. All reports and related documents must be submitted to the City of Koronadal Water District project engineer and should be officially acknowledge monthly. The following are the schedule of payments:

PAYMENT	Description	Percentage of Contract Price	Remarks
First Payment	Upon completion of item orders	10%	Must submit certification that all components are ordered, attached proof of order from suppliers
Second Payment	Upon delivery of all items at CKWD Facility	30%	Must compile and submit all the delivery receipt acknowledge by CKWD personnel
Third Payment	Upon reaching 40% of project accomplishment	30%	Must submit certification that the project reached 40% of its completion and approved by the CKWD Project Engineer
Final Payment	Upon project completion and acceptance	30%	with 5% retention upon completion
TOTAL		100%	
B. Additional Requirements (Compliance upon submission of bid)			
1. Must submit original catalog / brochure for VFD, Pump and Motor, Flowmeter, and Valve (Please specify offered product).			
2. The manufacturer should have ISO 9001:2015 certificate or any proof of renewal if expired.			
3. Minimum manufacturer's warranty of one (1) year.			
4. Certification on Compliance to the following: <ul style="list-style-type: none"> a. Reports: Indicate all the fault alarms from VFD, pressure, flow, level, and other protective devices to command center. b. Trends and Data Logging: that CKWD will provide the list of variables to be included in the trend and shall be logged continuously in the hard drive for historical trending with reference to the monitoring requirements. c. After Sales Service: After the final acceptance, the contractor shall conduct a monthly site visit within the warranty period. The contractor shall have 24/7 availability of technical engineers within Mindanao Island. Must submit Notarized 			

	<p>Statement of Undertaking stipulating availability of skilled personnel within Mindanao.</p> <p>d. Site Visit: The bidder shall conduct a site visit/survey on or before the pre-bid conference schedule to ensure that they know the status/set up of the project site. Must submit Certification signed by CKWD Project Engineer in-charge.</p> <p>e. Warranty: All components shall be guaranteed against defects in workmanship and materials for a period of one (1) year from the date of project completion. Defective components or parts discovered within the warranty period shall be replaced without charge or additional cost to CKWD.</p>	
	<p>5. Bidders Qualifications:</p> <p>a. Must submit Certification or any document that the bidder has a Regional Presence or a Regional Service/Support Partner/Center within Mindanao.</p> <p>b. Bidder must be an Authorized Distributor from Manufacturer. Must submit Certificate of Distributorship.</p> <p>c. Bidder must have a PCAB license.</p> <p>d. Bidder must have an experience of having completed at least Three (3) contracts that is similar to the contract to be bid. (Indicate in the Form of Statement of all On-going Government & Private Contracts Including Contract Awarded but not yet started.)</p> <p>e. Bidder must have been in the business for at least Five (5) Years of providing SCADA system solution and Services in Government or Private sectors. Must submit DTI or SEC Registration.</p>	
	<p>C. Additional Requirements (<i>Compliance upon delivery</i>)</p>	
	<p>1. The supplier's technical representative shall be present during installation and commissioning for final testing.</p>	
	<p>2. Must submit comprehensive documentation, including but not limited to operation manuals, datasheets, and manufacturers' certificates for all electrical and mechanical components.</p>	
	<p>3. Trainings/Transfer of Technology: The winning bidder shall provide inhouse training on the following working subject matters:</p> <ul style="list-style-type: none"> a. PLC and SCADA Software Programming b. Installation c. Configuration d. Calibration e. Troubleshooting/Operations and Maintenance <p>All associated costs, including transportation, accommodation, allowances, and other incidental expenses, shall be covered by the supplier.</p>	

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 Registration Certificate (Platinum Membership) (all pages);
or
- (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,
and
- (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;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) 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**
- (k) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

- (l) 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

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

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

- (o) *[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.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Bidding Forms

1. Bid Form for the Procurement of Goods

BID FORM

Date: _____

Project Identification No. : CKWD-BAC-24-12-20

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

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

If our Bid is accepted, we undertake:

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

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

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

Name and address 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, 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: _____

2. Schedule of Prices (For Goods Offered from Abroad)

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

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

3. Schedule of Prices (For Goods Offered 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: _____

4. Statement of all On-going Government & Private Contracts Including Contract Awarded but not yet started

THE NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME AND ADDRESS	KINDS OF GOODS SOLD	A. AMOUNT OF CONTRACT B. VALUE OF OUTSTANDING CONTRACTS
TOTAL					A. _____ B. _____

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

5. Statement of Single Largest Completed Contract Similar to the Contract to be Bid within the last Two (2) Years

THE NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME AND ADDRESS	KINDS OF GOODS SOLD	AMOUNT OF COMPLETED CONTRACT <small>(adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement)</small>	DATE OF DELIVERY

This form **shall be supported with any** of the following:

- a. **Certificate of Acceptance;** or
- b. **Official Receipt/s;** or
- c. **Sales Invoice.**

NOTE: The bidder's completed projects must have a single contract similar to the contract to be bid whose value must be at least 50% of the ABC for the Non-Expendable projects and at least 25% of the ABC for the Expendable projects.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

6. Compliance with 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.

Item Number	Description	Quantity	Total	Delivered, Calendar Days

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

Name: _____
Legal capacity: _____
Signature: _____
Duly authorized to sign the Bid for and behalf of: _____
Date: _____

7. Compliance with Section VII. Technical Specifications

Item No.	Specifications	Statement of Compliance 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 unamended 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 Bidders 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 provisions of applicable laws and issuances.

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

8. NFCC Computation

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

NFCC Computation

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(15) x (Current assets minus current liabilities)] 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.

NFCC = P _____

Note: 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.

Submitted by:

Bidder's Authorized Representative
(Signature over Printed Name)

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

9. 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 document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

10. Bank Guarantee Form for Advance Payment

To: City of Koronadal Water District
City of Koronadal Water District Administration Building
Block 1, Casa Subdivision, Barangay Zone III, City of Koronadal

Supply, Delivery, Installation, Testing and Commissioning of Supervisory Control and Data Acquisition (SCADA) System for Koronadal Public Market Water Supply System

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the CITY OF KORONADAL WATER DISTRICT a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the CITY OF KORONADAL WATER DISTRICT on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the CITY OF KORONADAL WATER DISTRICT and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

11. Bid Securing Declaration Form

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

BID SECURING DECLARATION Project Identification No.: CKWD-BAC-24-12-20

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]

12. Performance Securing Declaration (Revised)

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]

13. Certificate from Insurance Commission to be Attached to the Surety Bond



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila

ANNEX "B"

CERTIFICATION

This is to certify that _____ is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as **FIRE, MARINE, CASUALTY and SURETY** under **Certificate of Authority Number** _____ effective _____, unless sooner revoked or suspended for cause.

It is to certified, moreover, that

_____ is likewise authorized under _____ to underwrite and issue Performance Bonds, Surety Bonds, and Bidders Bonds, **callable on demand** in favor of various agencies and instrumentalities of the government pursuant to **Revised Implementing Rules and Regulations of R.A. 9184** and that the company certifies to us that _____ denominated as _____ was issued to _____ in favor of the **CITY OF KORONADAL WATER DISTRICT** in the amount of _____ will submit a Bid for the _____, and photocopy of said bond is extant in the records of the Regulation Division of this Commission.

This Certification is issued upon the request of _____, pursuant to Section 39. 2 (c) of the Revised Implementing Rules and Regulations of R.A. 9184.

*Issued this _____ day of _____
City of Manila, Philippines*

14. Contract Agreement Form

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]

