



**VICTORIAS CITY WATER DISTRICT**

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**PROCUREMENT OF**

**SUPPLY, DELIVERY,**  
**INSTALLATION,**  
**TESTING, AND**  
**COMMISSIONING OF**  
**AUTOMATION**  
**EQUIPMENT**

**February 2022**

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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***



## VICTORIAS CITY WATER DISTRICT

Quirino Street, Victorias City, Negros Occidental  
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### INVITATION TO BID FOR THE PROCUREMENT OF SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF AUTOMATION EQUIPMENT [VCWD-2022-008]

1. The VICTORIAS CITY WATER DISTRICT (VCWD), through its F.Y. 2022 Approved Corporate Budget intends to apply the sum of **Four Million Pesos (PhP 4,000,000.00)** being the ABC to payments under the contract for **Procurement of Supply, Delivery, Installation, Testing, and Commissioning of Automation Equipment [VCWD-2022-008]**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The VCWD now invites bids for the above Procurement Project. Delivery of the Goods is required **within thirty (30) calendar days** from receipt by the winning bidder of the Notice to Proceed. Bidders should have completed, within **three (3) 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.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from the **VCWD Bids and Awards Committee Secretariat** and inspect the Bidding Documents at the address given below during office hours from **9:00 A.M. to 4:00 P.M., Monday to Friday**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 22, 2022 until March 14, 2022** 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 **Five Thousand Pesos (₱ 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, or through electronic means.
6. The VCWD will hold a Pre-Bid Conference on **March 2, 2022 at 1:30 P.M.**, in the Conference Room at the address below, 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 **March 14, 2022 at 12:00 P.M.** Late bids shall not be accepted.

The complete schedule of activities shall be as follows:

<b>Activities</b>	<b>Schedule</b>
1. Advertisement	February 22, 2022 – March 14, 2022
2. Issuance of the Bidding Documents	February 22, 2022 until 11:45 A.M. of March 14, 2022
3. Pre-Bid Conference	March 2, 2022 at 1:30 P.M.
4. Deadline for the Pre-qualification and Submission of Bids	March 14, 2022 at 12:00 P.M.
5. Opening of Bids	March 14, 2022 at 1:30 P.M.
6. Evaluation of Bids	March 15, 2022 at 1:30 P.M.

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 **March 14, 2022 at 1:30 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **VCWD** 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:

**Bids and Awards Committee Secretariat**  
**VICTORIAS CITY WATER DISTRICT**  
 Quirino St., Victorias City, Negros Occidental  
 Email address: victoriacitywd@yahoo.com.ph  
 Telephone no. (034) 717-6152  
 Website address: victoriacitywd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents:

- <https://notices.philgeps.gov.ph/>
- <http://victoriacitywd.gov.ph/category/bids-and-awards/fy-2022-procurements/2022-pb-itb/>

**Issued February 2022**

**[Original Signed]**  
**CYRINE N. FAMA**  
 Bids and Awards Committee Chairperson



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

## 1. Scope of Bid

The Procuring Entity, **VICTORIAS CITY WATER DISTRICT**, wishes to receive Bids for the **Procurement of Supply, Delivery, Installation, Testing, and Commissioning of Automation Equipment**, with identification number **VCWD-2022-008**.

The Procurement Project (referred to herein as “Project”) is composed of **one 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 **F.Y. 2022** in the amount of **Four Million Pesos (₱ 4,000,000.00)**.

2.2. The source of funding is:

**VCWD F.Y. 2022 Approved Corporate 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 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. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. 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 at its physical address as indicated in paragraph 6 of the **IB**.

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

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

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

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

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **three (3) 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:
  - a. 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 **June 30, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

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

Each Bidder shall submit **one (1) original and two (2) copies** 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	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. A single contract that is similar to this project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>b. Completed within <b>three (3) years</b> prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	No further instruction.
12	The price of the Goods shall be quoted DDP <b>Victorias City, Negros Occidental</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>₱80,000.00 (2% of ABC)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>₱200,000.00 (5% of ABC)</b> if bid security is in Surety Bond.</li> </ul>
19.2	Not applicable.
20.1	No additional requirement.
21.1	No additional requirement.

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

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

## **5. Warranty**

- 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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to <b>Victorias City Water District, Quirino Street, Barangay 5, Victorias City, Negros Occidental</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>ENGR. ABRAHAM J. DE DIOS, JR.</b>, General Manager, VICTORIAS CITY WATER DISTRICT.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ol> <p>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><b>Spare Parts –</b></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> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> 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 for a period of <b>three (3) years</b>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <b>one (1) month</b> of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly <b>marked on at least four (4) sides</b> as follows:</p>

Name of the Procuring Entity: VICTORIAS CITY WATER DISTRICT

Name of the Supplier: \_\_\_\_\_

Contract Description: PROCUREMENT OF SUPPLY AND DELIVERY OF MOTOR VEHICLE

Final Destination: VICTORIAS CITY WATER DISTRICT, QUIRINO ST., BRGY. 5, VICTORIAS CITY, NEGROS OCCIDENTAL

Gross weight: \_\_\_\_\_

Any special lifting instructions: \_\_\_\_\_

Any special handling instructions: \_\_\_\_\_

Any relevant HAZCHEM classifications: \_\_\_\_\_

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation –**

Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.



	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Payment per milestone completion (see Technical Specifications 11.1). Payments shall be subjected to ten percent (10%) retention.
4	No further instruction.

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

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

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Total</b>	<b>Delivered, Days</b>
	<b>Automation Equipment with complete accessories, With Installation, Testing, and Commissioning</b>	<b>1 set</b>	<b>1 set</b>	<b>30</b>

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

## Technical Specifications

Item	Specification	Statement of Compliance
		<p><i>[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</i></p>

		<p><i>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.]</i></p>
1	<p><b>GENERAL DESCRIPTION</b></p> <p>The Service Provider shall supply, deliver, install, and integrate a Supervisory Control and Data Acquisition (SCADA) system for VCWD's existing Pumping Stations, including after sales support, training and knowledge transfer of system maintenance and programming. The SCADA system encompasses the following facilities:</p> <ul style="list-style-type: none"> <li>● Ten(10) Pumping Stations</li> <li>● Central Command Center</li> </ul> <p>Two(2) Water Storage Reservoirs</p>	
2	<p><b>SCADA SYSTEM FEATURES:</b></p> <p>1. The SCADA systems general operational requirements are as follows:</p> <ul style="list-style-type: none"> <li>● Remotely switch from automatic and manual control</li> <li>● Remotely perform basic functions of the Pump Station, such as start/stop, switching power source, etc..</li> <li>● Remotely operate the VFD motor controller</li> <li>● Pressure management through automatic or manual user configured set points</li> </ul>	

	<ul style="list-style-type: none"> <li>● Capable of programming multiple pressure set points relative to time of the day. (peak and off peak hours) Programming for automatic pressure adjustment.</li> <li>● Remote access to pumping station devices</li> <li>● Data Logging with real time clock</li> <li>● Remotely retrieve real time or historical data from all Pumping Stations.</li> <li>● Locally backed up data logging</li> <li>● Alarm feedback and recording</li> <li>● Real time alarm notification</li> <li>● Primary remote communication shall be through long range wireless antenna with GSM as secondary communication backup</li> <li>● Provide a touch screen human interface unit per Pumping Stations</li> <li>● Command center shall have a large screen monitor for data visualization</li> <li>● Provide visually appealing dashboard with animated graphics and charts</li> <li>● Generate real time or historical reports on operation with visual graphs and charts</li> <li>● Generate real time or historical reports on events with visual graphs and charts</li> <li>● User Interface and data visualization shall be customized to client's preference</li> <li>● Cross-platform IoT cloud for monitoring and management for PC and mobile devices</li> <li>● Remotely perform programming, diagnosis and firmware upgrades</li> <li>● Stand alone Cloud Application for Android or iOS</li> <li>● Customizable reporting</li> <li>● Enable Levels in systems authority and permissions</li> <li>● Secured SCADA system</li> </ul>	
2.1	<p>2. Features for Logging and monitoring:</p> <ul style="list-style-type: none"> <li>● Real time flow rate monitoring with history log</li> <li>● Real time totalized flow monitoring with history log</li> <li>● Real time pressure monitoring with history log</li> <li>● Real time supply voltage, currents, frequency, motor speed monitoring with history log</li> <li>● Real time KVA, KW, and KW-hr monitoring with history log</li> <li>● Real time storage tank level monitoring with history log</li> </ul>	

	<ul style="list-style-type: none"> <li>● Real time generator set status monitoring with history log</li> </ul>	
2.2	<p>3. Features for Remote Communication:</p> <ul style="list-style-type: none"> <li>● Long Range Wireless Antenna as primary/main communication system</li> <li>● GSM as secondary communication backup</li> <li>● Real time alarm notification</li> <li>● Event logging and remote viewing</li> <li>● Provide security mechanism for communication</li> </ul> <p>Remote access to PS devices</p>	
2.3	<p>4. Cloud Features and Capabilities:</p> <ul style="list-style-type: none"> <li>● CLOUD APPLICATION - provide a mobile application for Android and iOS, used for remote monitoring and alarm notification</li> </ul> <p>With no registration or subscription fees</p>	
2.4	<p>5. Software, Programming</p> <ul style="list-style-type: none"> <li>● SCADA SOFTWARE - Service Provider shall provide a fully licensed SCADA software for runtime and development, with unlimited server, client license, cloud server, MQTT server, SQL database support, A/B key security mechanism. With no registration or subscription fees</li> <li>● PLC PROGRAMMING SOFTWARE - Service Provider shall provide a fully licensed PLC programming software that supports; LD-Ladder Diagram, FBD-Function Block Diagram and IL-Instruction List. The software should support cloud programming, PLC simulator and PLC executable file generation and communication simulator. With no registration or subscription fees</li> <li>● PLC and SCADA PROGRAMMING - the full functioning and editable programming and codes shall be turned over to VCWD</li> </ul>	
2.5	<p>6. Intellectual Rights and Confidentiality of Data</p> <ul style="list-style-type: none"> <li>● The systems programming , codes, settings, components, parts and all product, data, ideas, technology, and technical and non-technical materials, all or any of which may be derived from any of the foregoing (all of which, individually and collectively, referred to as “Proprietary Information”) are confidential and its intellectual rights shall belongs to VCWD</li> <li>● The Service Provider agrees to hold the</li> </ul>	



	<p>Proprietary Information in strict confidence and further agrees not to reproduce, transcribe, or disclose the information to third parties without prior written approval from VCWD.</p> <ul style="list-style-type: none"> <li>● All project staff of the Service Provider shall be required to sign a non-disclosure agreement.</li> </ul>	
2.6	<p>7. Wiring and Installation Should be structured cabling</p>	
3	<p><b>TRAINING / KNOWLEDGE TRANSFER / CAPACITY BUILDING</b></p> <p>The Service Provider shall conduct the following trainings within the contract period to five (5) VCWD personnel per course: The Operational Training shall include, but not limited to:</p> <ul style="list-style-type: none"> <li>● Turnover of system and basic operational procedures for PS operators</li> <li>● Training for the Command Center operators</li> <li>● Systems flow lecture</li> <li>● Lecture on Systems Architecture</li> <li>● Methodology and workflow of the system</li> <li>● PLC and SCADA programming</li> <li>● Troubleshooting and basic network and communication repair</li> </ul>	
4	<p><b>SCADA HARDWARE COMPONENTS</b></p> <p>The Service Provider shall furnish SCADA components with the minimum specification as follows:</p>	
4.1	<p>1. REMOTE STATION(10 Pumping Stations):</p>	
	<ul style="list-style-type: none"> <li>● PLC, 24Vdc supply, 8 digital inputs, 8 relay outputs with 4 analog inputs and 4 analog outputs.</li> </ul>	
	<ul style="list-style-type: none"> <li>● Digital Power Meter - reading electrical parameters including energy consumption.</li> </ul>	
	<ul style="list-style-type: none"> <li>● Pressure Transmitter, 0-150 psi</li> </ul>	
	<ul style="list-style-type: none"> <li>● HMI, 7in touch screen, 800x480 resolution, 2GB internal storage and 512MB RAM, with 32GB external storage for built in data logging function with cloud server and MQTT server.1 x ethernet port, 2x serial port, 2 x usb port. HMI, IoT Gateway, DTU</li> </ul>	

	<ul style="list-style-type: none"> <li>● Transient voltage protection, 415Vac Maximum Voltage Rating 40kA Maximum Surge Current 2 Pole Protector, DIN Rail</li> </ul>	
	<ul style="list-style-type: none"> <li>● Prewired metal enclosure complete with accessories such as terminal block, fusible terminal blocks, cable ducts, DIN rails, protection devices</li> </ul>	
	<ul style="list-style-type: none"> <li>● UPS, 600Va</li> </ul>	
	<ul style="list-style-type: none"> <li>● 3 units Current Transformers</li> </ul>	
	<ul style="list-style-type: none"> <li>● Ethernet Switch, 5 Ports</li> </ul>	
	<ul style="list-style-type: none"> <li>● Wiring Accessories, such as, fusible terminal blocks, end cover, fuse plug, shorting link, cable ducts, circuit breakers, surge protection, 24Vdc relays, 220Vac relays, indicator lights, push buttons, wires, wire markers and labels, lugs, wire tubes, din rails, electrical pipes etc..</li> </ul>	
4.2	2. CENTRAL COMMAND CENTER:	
4.2.1	<p>SERVER DUTY DESKTOP PC</p> <ul style="list-style-type: none"> <li>● Processor - Up to one Intel Xeon E-2224G with up to 4 cores per processor</li> <li>● Memory - 4x DDR4 DIMM slots, UDiMM, up to 2666MT/s, 64GB max Supports ECC DDR4 DIMMs</li> <li>● Controllers - Software RAID Intel VROC 6.x</li> <li>● Drive Bays - Up to 3x3.5" SATA HDD, Max 12 TB</li> <li>● Power Supplies - 300w bronze</li> <li>● Dimensions - height 13.2in,width 7in,depth 14.2in</li> <li>● Form Factor - Mini Tower</li> <li>● Security - Cryptographically signed firmware Intel SGX Secure Boot, TPM2.0</li> <li>● Network options - 1x1GbE</li> <li>● Front ports - 2 x usb 2.0, 2 x usb 3.1</li> <li>● Rear Ports - 2 x ps2, 2 x display ports, 1 x serial, 1 x audio, 2 x usb 2.0, 4 x usb 3.1</li> <li>● PCIe - 1 x Gen3 slot(x16), 2 x Gen3 slot(x4), 1 x PCI</li> <li>● Supported operating system - Canonical Ubuntu Server LTS, Microsoft Windows Server LTSC with Hyper-V</li> </ul>	

4.2.2	<p><b>LARGE SCREEN MONITOR</b></p> <ul style="list-style-type: none"> <li>● 55in LED Smart TV configured as a client for SCADA monitoring</li> <li>● Resolution - 3840x216p</li> <li>● With RF antenna.</li> <li>● LAN port</li> <li>● USB port</li> <li>● HDMI 2.0 port</li> <li>● Optical Digital Audio out</li> <li>● Power Requirement - AC 100-240v 50/60Hz</li> </ul> <p>Product Features - webOS 6.0, Wifi built-in, Mobile Connection, Bluetooth, AI sound, Home Dashboard, AI Acoustic Tuning, Web Browser, Smart Energy Savings, Active Noise Reduction, Quick Setting, HEVC 4k 60p codec, Picture Mode, Content Store, Picture Option. Magic Remote, Sound Mode, Wireless sound sync, Aspect Ratio, Intelligent Edit, Dynamic Color, Game Optimizer, Ai Sound, AI brightness, ALLM, Cinema HDR, HGiG, Log Gamma, ISDBT, eARC, 2,0 Ch 20W</p>	
5	<p><b>3. ANTENNA</b></p> <ul style="list-style-type: none"> <li>● Design, erect, assemble the antenna mounting and alignment,</li> <li>● Installation of outdoor UTP including TVSS (lightning protection), PoE Power supply, Switch hub and other accessories</li> <li>● 5Ghz long range Wireless antenna</li> </ul> <p>2in schedule 40 galvanized pipe with foot ladder, minimum 40ft per station.</p>	
6	<p><b>4. RESERVOIR - WATER LEVEL SENSOR</b></p> <ul style="list-style-type: none"> <li>● Static water level sensor</li> <li>● 4 to 20ma output</li> </ul> <p>0 to 6m level range</p>	
7	<p><b>TECHNICAL DOCUMENTS</b></p> <p><b>Brochure and Certifications:</b></p> <ul style="list-style-type: none"> <li>● Must submit brochure/datasheet or equivalent document (original or internet download) of their proposed solutions. This should be submitted by the bidder as part of their Eligibility &amp; Technical Proposal.</li> </ul> <p>Must submit a certificate from the principal/manufacture indicating that they are an</p>	

	authorized partner and/or reseller of the proposed solutions. This should be submitted by the bidder as part of their Eligibility and Technical Proposal	
8	<p><b>WARRANTIES OF THE SERVICE PROVIDER</b></p> <ul style="list-style-type: none"> <li>● The Service Provider warrants that it shall conform strictly to the terms and conditions of this Terms of Reference.</li> <li>● The Service Provider shall ensure that all the on-call technical personnel have the capability to provide thorough analysis of the technical problems escalated by the VCWD and provide immediate and permanent resolutions.</li> <li>● The Service Provider warrants, represents, and undertakes reliability of the services and that their manpower complement is hardworking, qualified/reliable and dedicated to do the service and provide the deliverables required to the satisfaction of the VCWD. It shall employ well-behaved and honest employees with ID displayed conspicuously while working within the compound. It shall not employ VCWD employees to work in any category whatsoever.</li> <li>● The Service Provider's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules, and practices.</li> <li>● The Service Provider shall coordinate with the authorized and/or designated VCWD personnel in the performance of their jobs.</li> </ul> <p><b>1 year warranty for SCADA hardware components</b></p>	
9	<p><b>ESCALATION</b></p> <ul style="list-style-type: none"> <li>● The Service Provider shall provide technical support or assistance to the end-user in case of emergency and/or failure to the hardware/software in the SCADA network.</li> <li>● The Service Provider shall provide the following support to the SCADA:</li> <li>● Hardware / Software Support</li> </ul>	

	<ul style="list-style-type: none"> <li>● Replacement of the hardware and software support will be based on the Warranty and Support acquisition entitlement of the equipment.</li> <li>● Scope of Responsibility – The scope of work covers the following: <ul style="list-style-type: none"> <li>● Troubleshooting and configuration on-site.</li> <li>● Replace defective equipment and configure it.</li> </ul> </li> </ul> <p>Update firmware as necessary.</p>							
10	<p><b>LICENSES AND SUPPORT</b></p> <ul style="list-style-type: none"> <li>● All software to be delivered shall have unlimited client and server license with one (1) year support and maintenance for PLC Programming, SCADA, Cloud Platform, Mobile Cloud App, Cloud SCADA.</li> <li>● The end-user is entitled to download all software updates and receive technical support from the Service Provider.</li> <li>● Support and maintenance of the tools shall be valid for one (1) year from the activation of licenses.</li> </ul> <p>All accounts to access SCADA and backup shall have unlimited license.</p>							
11	<p><b>PAYMENT TERMS</b></p> <ul style="list-style-type: none"> <li>● The payment terms for this project shall be Milestone based per defined deliverables, validation by VCWD Project Manager and Sign-Off. Payment milestones are tabulated below:</li> </ul>							
11.1	<table border="1"> <thead> <tr> <th><b>Milestones</b></th> <th><b>Progress</b></th> </tr> </thead> <tbody> <tr> <td>           Delivery            -Onsite delivery of all Hardware and Software including the provisioning and configuration of the SCADA system         </td> <td>50%</td> </tr> <tr> <td>           Testing and Commissioning            -Approval of Test Procedures            -Completion of operational         </td> <td>20%</td> </tr> </tbody> </table>	<b>Milestones</b>	<b>Progress</b>	Delivery -Onsite delivery of all Hardware and Software including the provisioning and configuration of the SCADA system	50%	Testing and Commissioning -Approval of Test Procedures -Completion of operational	20%	
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	<p>stress test and its components.</p> <table border="1"> <tr> <td>Training and Knowledge Transfer</td> <td>20%</td> </tr> <tr> <td>Documentation - Manuals, Completion of Training Sessions and other warranty documents - Debugging</td> <td>10%</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>100%</b></td> </tr> </table>	Training and Knowledge Transfer	20%	Documentation - Manuals, Completion of Training Sessions and other warranty documents - Debugging	10%	<b>TOTAL</b>	<b>100%</b>			
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Documentation - Manuals, Completion of Training Sessions and other warranty documents - Debugging	10%									
<b>TOTAL</b>	<b>100%</b>									
11.2	<p>Payments shall be subjected to ten percent (10%) retention. The total retention money shall be due for release upon the request of the Service Provider for the substitution of an irrevocable letter of credit or surety bond callable on demand and upon issuance of the Certificate of Inspection and Final Acceptance by VCWD.</p>									
12	<p><b>SERVICE LEVEL AGREEMENT</b></p> <table border="1"> <thead> <tr> <th>Severity Level</th> <th>Maximum Response Time (from the time problem is determined during the response time to the time of resolution)</th> </tr> </thead> <tbody> <tr> <td>High/Down</td> <td>Twelve (12) Hours</td> </tr> <tr> <td>Medium/Normal</td> <td>Twenty-Four (24) Hours</td> </tr> <tr> <td>Low/General Question</td> <td>Two (2) Business Days</td> </tr> </tbody> </table>	Severity Level	Maximum Response Time (from the time problem is determined during the response time to the time of resolution)	High/Down	Twelve (12) Hours	Medium/Normal	Twenty-Four (24) Hours	Low/General Question	Two (2) Business Days	
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13	<p><b>PRE-TERMINATION OF CONTRACT</b></p> <ul style="list-style-type: none"> <li>• The contract may be pre-terminated by VCWD for any violation of the terms of the contract. In case of pre-termination, the CONTRACTOR shall be informed by VCWD thirty (30) calendar days prior to such pre-termination.</li> <li>• In case of pre-termination, the Contractor shall be liable to liquidated damages equivalent to 1/10th of one percent (1%) of the contract price as provided by the Government Accounting and Auditing</li> </ul>									

	<p>Manual (GAAM) and forfeiture of the Performance Security.</p> <p>The VCWD shall have the right to blacklist the Contractor in case of pre-termination.</p>	
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***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);

- (l) **or**  
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

***Class “B” Documents***

- (m) 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**

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

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

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

