

# **PHILIPPINE BIDDING DOCUMENTS**

**PROCUREMENT OF**

**100 KVA DIESEL GENERATOR SET**

**Reference No. PB2023-SMWD-G-05-006**

Government of the Republic of the Philippines

**Sixth Edition**

**July 2020**

# Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

## Table of Contents

**Glossary of Acronyms, Terms, and Abbreviations**  
.....Error! Bookmark not defined.

**Section I. Invitation to Bid.....2**

**Section II. Instructions to Bidders.....6**

1.	Scope of Bid .....	8
2.	Funding Information.....	8
3.	Bidding Requirements .....	8
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices .....	8
5.	Eligible Bidders.....	8
6.	Origin of Goods .....	9
7.	Subcontracts .....	9
8.	Pre-Bid Conference .....	9
9.	Clarification and Amendment of Bidding Documents .....	9
10.	Documents comprising the Bid: Eligibility and Technical Components .....	9
11.	Documents comprising the Bid: Financial Component .....	10
12.	Bid Prices .....	10
13.	Bid and Payment Currencies .....	10
14.	Bid Security .....	11
15.	Sealing and Marking of Bids .....	11
16.	Deadline for Submission of Bids .....	11
17.	Opening and Preliminary Examination of Bids .....	11
18.	Domestic Preference .....	12
19.	Detailed Evaluation and Comparison of Bids .....	12
20.	Post-Qualification .....	12
21.	Signing of the Contract .....	12

**Section III. Bid Data Sheet .....13**

**Section IV. General Conditions of Contract .....17**

1.	Scope of Contract .....	18
2.	Advance Payment and Terms of Payment .....	18
3.	Performance Security .....	18
4.	Inspection and Tests .....	18
5.	Warranty .....	18
6.	Liability of the Supplier .....	19

**Section V. Special Conditions of Contract .....20**

**Section VI. Schedule of Requirements .....25**

**Section VII. Technical Specifications .....26**

**Section VIII. Checklist of Technical and Financial Documents .....29**

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



**Santa Maria**  
WATER DISTRICT

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**INVITATION TO BID FOR**  
**PROCUREMENT OF 100 KVA DIESEL GENERATOR SET FOR SANTA MARIA WATER DISTRICT**

1. The Santa Maria Water District, through the Corporate Operating Fund for the Year 2023 intends to apply the sum of ONE MILLION TWO HUNDRED FIFTY-TWO THOUSAND PESOS (P 1,252,000.00) being the ABC to payments under the contract for Procurement of 100 KVA Diesel Generator Set for Santa Maria Water District with Identification No. SMWD-PB2023-G-05-006. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Santa Maria Water District now invites bids for the above Procurement Project. Delivery of the Goods is required within sixty (60) calendar days upon receipt of Purchase Order (P.O). Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project which is at least twenty five percent (25%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

2. 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 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.

3. Prospective Bidders may obtain further information from Santa Maria Water District and may view and inspect the Bidding Documents in PhilGEPs and Santa Maria Water District’s website at [www.smwdbulacan.gov.ph](http://www.smwdbulacan.gov.ph).
4. A complete set of Bidding Documents can be downloaded by interested Bidders on May 30 to June 20, 2023 in PhilGEPs and Procuring Entity’s website and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Three Thousand Pesos (P 3,000.00). The fee shall be paid by the prospective bidder to the SMWD’s cashier prior to bid submission. The proof of payment, official receipt, shall be presented to the BAC Secretariat upon submission of bidding documents or send through electronic means prior to bid submission.
5. The Santa Maria Water District will hold a Pre-Bid Conference on June 8, 2023 3:00 PM face to face which shall be open to all prospective bidders. The address for pre-bid conference is:

4<sup>th</sup> floor – Board Room, SMWD Building  
No. 302 J. P. Rizal St., Poblacion, S.M.B

6. Bids must be duly received by the BAC Secretariat through manual submission, LBC or any Freight Service at the office address indicated below on or before 12:00 PM on June 20, 2023. The official time is the one reflected in the biometrics located in the ground floor of the SMWD Building. Late bids shall not be accepted.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on June 20, 2023 at 2:30 PM at the given address below. Bid opening shall be held manually and face to face. Participants shall observe the health protocols with face mask. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The Santa Maria 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.
10. For further information, please refer to:

Charito S. Fernando  
BAC Secretariat – 3<sup>rd</sup> Floor  
SMWD Building  
No. 302 J.P Rizal St., Poblacion,  
Santa Maria, Bulacan  
CP# 0917-138-8683 or (044) 815-3238  
Email Address: smwdbulacan@yahoo.com  
Website: smwdbulacan.gov.ph

Date of Issue: May 30, 2023

*Sgd.*  
**Maria Leonora S. Romarate**  
*Chairperson*



## *Section II. Instructions to Bidders*

### TABLE OF CONTENTS

<b>A. GENERAL .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
1. Scope of Bid.....	Error! Bookmark not defined.
2. Source of Funds .....	Error! Bookmark not defined.
3. Corrupt, Fraudulent, Collusive, and Coercive Practices ..	Error! Bookmark not defined.
4. Conflict of Interest .....	Error! Bookmark not defined.
5. Eligible Bidders .....	Error! Bookmark not defined.
6. Bidder's Responsibilities.....	Error! Bookmark not defined.
7. Origin of Goods .....	Error! Bookmark not defined.
8. Subcontracts .....	Error! Bookmark not defined.
<b>B. CONTENTS OF BIDDING DOCUMENTS .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
9. Pre-Bid Conference .....	Error! Bookmark not defined.
10. Clarification and Amendment of Bidding Documents.....	Error! Bookmark not defined.
<b>C. PREPARATION OF BIDS .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
11. Language of Bid.....	Error! Bookmark not defined.
12. Documents Comprising the Bid: Eligibility and Technical Components ..	Error! Bookmark not defined.
13. Documents Comprising the Bid: Financial Component .....	Error! Bookmark not defined.
14. Alternative Bids .....	Error! Bookmark not defined.
15. Bid Prices .....	Error! Bookmark not defined.
16. Bid Currencies .....	Error! Bookmark not defined.
17. Bid Validity .....	Error! Bookmark not defined.
18. Bid Security.....	Error! Bookmark not defined.
19. Format and Signing of Bids .....	Error! Bookmark not defined.
20. Sealing and Marking of Bids .....	Error! Bookmark not defined.
<b>D. SUBMISSION AND OPENING OF BIDS.....</b>	<b>ERROR! BOOKMARK NOT DEFINED.</b>
21. Deadline for Submission of Bids .....	Error! Bookmark not defined.

22.	Late Bids.....	Error! Bookmark not defined.
23.	Modification and Withdrawal of Bids .....	Error! Bookmark not defined.
24.	Opening and Preliminary Examination of Bids ..	Error! Bookmark not defined.
<b>E. EVALUATION AND COMPARISON OF BIDS.....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
25.	Process to be Confidential .....	Error! Bookmark not defined.
26.	Clarification of Bids .....	Error! Bookmark not defined.
27.	Domestic Preference .....	Error! Bookmark not defined.
28.	Detailed Evaluation and Comparison of Bids.....	Error! Bookmark not defined.
29.	Post-Qualification.....	Error! Bookmark not defined.
30.	Reservation Clause .....	Error! Bookmark not defined.
<b>F. AWARD OF CONTRACT .....</b>		<b>ERROR! BOOKMARK NOT DEFINED.</b>
31.	Contract Award .....	Error! Bookmark not defined.
32.	Signing of the Contract .....	Error! Bookmark not defined.
33.	Performance Security .....	Error! Bookmark not defined.
34.	Notice to Proceed .....	Error! Bookmark not defined.



## **1. Scope of Bid**

- 1.1. The procuring entity Santa Maria Water District hereinafter referred to as the “Procuring Entity” wishes to receive bids for the supply and delivery of the goods as described in Section VII Technical Specifications (hereinafter referred to as the “Goods”).
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the [BDS](#). The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

## **2. Funding Information**

- 2.1. The GOP through the source of funding as indicated below for the year 2023 in the amount of One Million Two Hundred Fifty-Two Thousand Pesos (P 1,252,000.00).
- 2.2. The source of funding is:
  - a. GOCC and GFIs, the proposed 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 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 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:

- 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 and either at its physical address at *4<sup>th</sup> Floor, SMWD Building, No. 302 J.P. Rizal St., Poblacion, Santa Maria, Bulacan* face to face and/or through videoconferencing/webcasting} 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 *two (2) 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.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

## 12. Bid Prices

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

## 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<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid within one hundred twenty (120) calendar days upon 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.

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:  
  
One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## **20. Post-Qualification**

- 20.1. 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***

#### **Notes on the Bid Data Sheet**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.



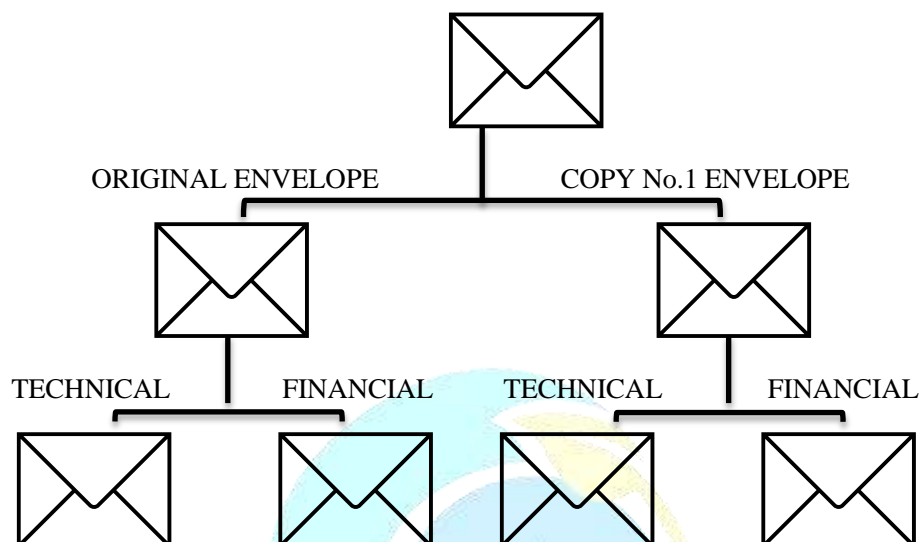


### Bid Data Sheet

ITB Clause	
2.1	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through 2023 <i>Corporate Operating Budget</i> in the amount of <i>One million two hundred fifty- two thousand pesos (P 1,252,000.00).</i></p> <p><i>The name of the Project is: Procurement of 100 KVA Diesel Generator Set for Santa Maria Water District</i></p> <p><i>Project Contract No. SMWD-PB2023-G-05-006</i></p>
5.3	<p><i>For the Procurement of non-expendable supplies and services: The Bidder must have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to this Project with a value of at least twenty five percent (25%) of the ABC.</i></p> <p><i>For this purpose, similar contracts shall refer to "Supply and Delivery of 100 KVA Diesel Generator Set</i></p>
7.1	<p><i>Sub-contracting is not allowed.</i></p>
8	<p><i>The Procuring Entity will hold a pre-bid conference face to face for this Project on June 8, 2023 at 3:00PM.</i></p> <p><i>Address for Pre-bid Conference</i></p> <p><i>4<sup>th</sup> floor SMWD Bldg.</i>  <i>302 J.P. Rizal St., Poblacion</i>  <i>Santa Maria, Bulacan</i></p> <p><i>The minutes of the pre-bid conference shall be made available to prospective bidders not later than five (5) days upon submission of a written request and settlement of corresponding fee.</i></p> <p><i>The anticipated participants are the BAC, BAC Secretariat, Bidder's Representatives and Observers from COA and Philippine Chamber of Commerce</i></p>
10.1	<p><i>The bidder or its duly authorized representative shall submit copy of the following documents with signature as part of the ELIGIBILITY and TECHNICAL documents: (Section VIII of the bidding documents)</i></p> <ol style="list-style-type: none"> <li><i>1. PhilGEPS Registration Certificate (Platinum Membership)</i></li> <li><i>2. Registration Certificate from Securities and Exchange Commission (SEC) or Department of Trade and Industry (DTI).</i></li> <li><i>3. Mayor's or Business Permit</i></li> <li><i>4. Tax Clearance per EO No. 398, s 2005, as finally reviewed and approved by The Bureau of Internal Revenue (BIR)</i></li> <li><i>5. Statement of on-going government and private contracts</i></li> <li><i>6. Statement of Single Largest Completed Contract (SLCC)</i></li> <li><i>7. Bid Security in the prescribed form. Surety bond shall be accompanied by a Certificate from the Insurance Commission (CIC)</i></li> <li><i>8. Conformity with Technical Specifications</i></li> <li><i>9. Omnibus Sworn Statement</i></li> <li><i>10. Audited Financial Statement</i></li> <li><i>11. The prospective bidder's computation of Net Financial Contracting Capacity. or a committed line of credit from a Universal or Commercial Bank.</i></li> </ol>

	<p><i>The BAC shall check the submitted documents of each Bidder against the Eligibility/Technical checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.</i></p> <p>Original copies of the Philgeps Registration Certificate (Platinum Membership), SEC/DTI Registration Certificate, Mayor’s or Business Permit, Tax Clearance and Audited Financial Statements may not be submitted on the date and the time of the bid submission. However, the bidder must be able to present such original copies during post-qualification on demand by the BAC or its authorized representative(s).</p>																
10.2	<i>The bidder’s Single Largest Completed Contract (SLCC) shall be within two (2) years from the date and receipt of bids similar to the project which is at least 25% of the ABC.</i>																
11.3	<i>Any bid exceeding the ABC shall not be accepted</i>																
12	<i>The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.</i>																
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>The amount of not less than <u>P 25,040.00</u> <i>[Indicate the amount equivalent to two percent (2%) of ABC]</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>The amount of not less than <u>P 62,600.00</u> <i>[Indicate the amount equivalent to five percent (5%) of ABC]</i> if bid security is in Surety Bond. The Certificate of the Insurance Commission or the CIC shall be attached together with the Surety Bond.</li> </ol>																
15	<p><i>Each Bidder shall submit ONE (1) Mother Envelope Containing Two (2) Envelopes, which are as follows:</i></p> <p><b><i>Envelope No. 1– “Original” Documents: with Two (2) Sub envelopes for the ff:</i></b>  <i>Technical (including eligibility documents)</i>  <i>Financial Documents</i></p> <p><b><i>Envelope No. 2- “Copy 1”:</i></b> <i>with Two (2) Sub envelopes for the ff:</i>  <i>Technical (including eligibility documents)</i>  <i>Financial Documents</i></p> <p><b><i>TOTAL NUMBER OF ENVELOPES = 7 ENVELOPES</i></b></p> <table> <tr> <td><i>MOTHER ENVELOPE.....</i></td> <td><i>1 envelope</i></td> </tr> <tr> <td><i>ELIGIBILITY AND TECHNICAL COMPONENT) ...</i></td> <td><i>1 envelope</i></td> </tr> <tr> <td><i>Sub-envelope – Eligibility &amp; Technical (original).....</i></td> <td><i>1 envelope</i></td> </tr> <tr> <td><i>Sub-envelope – Eligibility &amp; Technical (copy).....</i></td> <td><i>1 envelope</i></td> </tr> <tr> <td><i>FINANCIAL COMPONENT.....</i></td> <td><i>1 envelope</i></td> </tr> <tr> <td><i>Sub-envelope – Financial Documents (original).....</i></td> <td><i>1 envelope</i></td> </tr> <tr> <td><i>Sub-envelope – Financial Documents (copy).....</i></td> <td><i>1 envelope</i></td> </tr> <tr> <td><b><i>TOTAL ENVELOPES.....</i></b></td> <td><b><i>7 envelopes</i></b></td> </tr> </table> <p><b><i>“All envelopes must be sealed and properly labeled”</i></b></p> <p><i>Provide table of contents and each bid documents must be properly labelled with page tabs.</i></p>	<i>MOTHER ENVELOPE.....</i>	<i>1 envelope</i>	<i>ELIGIBILITY AND TECHNICAL COMPONENT) ...</i>	<i>1 envelope</i>	<i>Sub-envelope – Eligibility &amp; Technical (original).....</i>	<i>1 envelope</i>	<i>Sub-envelope – Eligibility &amp; Technical (copy).....</i>	<i>1 envelope</i>	<i>FINANCIAL COMPONENT.....</i>	<i>1 envelope</i>	<i>Sub-envelope – Financial Documents (original).....</i>	<i>1 envelope</i>	<i>Sub-envelope – Financial Documents (copy).....</i>	<i>1 envelope</i>	<b><i>TOTAL ENVELOPES.....</i></b>	<b><i>7 envelopes</i></b>
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<b><i>TOTAL ENVELOPES.....</i></b>	<b><i>7 envelopes</i></b>																

MOTHER ENVELOPE



16.1	<p>The address for submission of bids is:</p> <p><b>CHARITO S. FERNANDO or MARICHU Y. FERRER</b>  SMWD BAC Secretariat  Procurement Office  3<sup>rd</sup> Floor, SMWD Building  No. 302 J.P. Rizal Street  Poblacion, Santa Maria, Bulacan</p> <p>The deadline for submission of bids is: <b>June 20, 2023 @ 12:00PM</b></p>
17.1	<p>The place of bid opening is: 4<sup>th</sup> Floor SMWD New Office Building  No. 302 J.P. Rizal St., Poblacion  Santa Maria, Bulacan</p> <p>NOTE: Prospective bidder/s and observers who will attend the bid opening are advised to maintain the health protocols to avoid the spread of covid 19 virus.</p> <p>The date and time of bid opening is: <b>June 20, 2023 at 2:30PM</b></p>
19.3	All lots/items for this project shall be awarded to one (1) bidder
20.2	Latest income and business tax returns filed and paid through the BIR electronic Filing and Payment System (eFPS)
21.2	<p>[List here any additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity.]</p> <ol style="list-style-type: none"> <li>1. General Condition and Special Condition of the contract duly signed by the bidder.</li> <li>2. Supplier/Manufacturer Red Ribbon Certificate or equivalent</li> </ol>

	3. <i>Importation Certificate</i>
	4. <i>Certificate of Warranty</i>

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



**Santa Maria**  
**WATER DISTRICT**

“YOUR WATER, OUR OBLIGATION  
YOUR CONVENIENCE, OUR SERVICE”

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project -specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## 5. Warranty

- 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*

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.



### Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered at SMWD, No. 301 J.P. Rizal St., Poblacion, Santa Maria, Bulacan. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered SMWD Warehouse, No. 301 J.P. Rizal St., Poblacion, Santa Maria, Bulacan. 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 for the Project Site is the storekeeper, Engr. Mac Daniel Alejandro</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>b. Assist SMWD in acquiring Permit to Operate (PTO) from DENR</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> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> <li>a. 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>b. in the event of termination of production of the spare parts: <ul 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> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the cost 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 <i>[indicate here the time period specified. If not used indicate a time period of three times the warranty period]</i>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months 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 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</p>

	<p>Any special handling instructions</p> <p>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><b>Transportation –</b></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><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>
2.1	<i>No advance payment shall be made by the Procuring Entity to the winning bidder</i>
2.2	<p>Payment shall be based on complete delivery of goods as indicated in the Purchase Order/s and only upon presentation of an Inspection and Acceptance Report by the General Services Division to the effect that the goods have been ordered and delivered in accordance with the terms of this contract and have been duly inspected and accepted.</p>

	Payments shall be made within 30 days upon complete delivery of the unit with the corresponding Inspection and Acceptance Report issued by General Services Division of SMWD.”
3	<p><i>The Performance Security will be released by the SMWD after the issuance of the “Certificate of Completion” subject to the following condition:</i></p> <ul style="list-style-type: none"> <li><i>(a) there is no pending claims against the supplier or surety company filed by the SMWD;</i></li> <li><i>(b) the Supplier has no pending claims for labor and materials filed against it; and</i></li> <li><i>(c) upon submission of a letter by the Supplier requesting for the release of the Performance Security.</i></li> </ul>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> <li>• <i>Required during the Pre-Inspection activity for the product samples</i></li> </ul>
6.1	<i>This contract maybe amended when deemed necessary to modify the terms agreed upon, provided that it is a mutual written agreement executed and approved by both parties concerned</i>



### ***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>Unit</b>	<b>Delivered, Weeks/Months</b>
1	Generator Set 100 KVA Brand New, Diesel, Sound- Proof, 3-Phase, Silent Type Enclosure	1	set	60 calendar days
	With built-in ATS, coupled to brushless alternator, 60Hz, 230 v			
	3-Phase, 1800 RPM, 0.8 pf, Manufacturer ISO standard			
	Accessories: change oil kit, Battery, oil and fuel filters, lubricants and 10 liters diesel fuel, fan belt			
	Wheel Mobile Trailer, 2 wheel painted, Silent type Factory Made enclosure with Round Vibro isolator			
	With free installation and demo.			
	Warranty Certificate (at least 2 Years from start up)			
	*** nothing follows:			

**Note:**

1. Equipment/s delivered shall have appropriate product and service warranty(s).
2. Delivery shall be within Sixty (60) calendar days from receipt of Notice to Proceed (NTP) of the supplier.
3. To be delivered at SMWD No. 301 J.P. Rizal St., Poblacion, Santa Maria, Bulacan c/o General Services Division.
4. To assist SMWD in acquiring Permit to Operate (PTO) from DENR

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

### **Notes for Preparing the Technical Specifications**

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

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

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

### **Sample Clause: Equivalency of Standards and Codes**

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



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

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

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



## Technical Specifications

Item	Specification	Statement of Compliance
		<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 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>
	Generator Set 100 KVA Brand New, Diesel, Sound-Proof, 3-Phase, Silent Type Enclosure	
	With built-in ATS, coupled to brushless alternator, 60Hz, 230 v	
	3-Phase, 1800 RPM, 0.8 pf. Manufacturer ISO standard	
	Accessories: change oil kit, Battery, oil and fuel filters, lubricants and 10 liters diesel fuel, fan belt	
	Wheel Mobile Trailer, 2 wheel painted, Silent type Factory Made enclosure with Round Vibro isolator	
	With free installation and demo.	
	Warranty Certificate (at least 2 Years from start up)	

**Note:**

1. Equipment/s delivered shall have appropriate product and service warranty(s).
2. Delivery shall be within Sixty (60) calendar days from receipt of Notice to Proceed (NTP) of the supplier.
3. To be delivered at SMWD No. 301 J.P. Rizal St., Poblacion, Santa Maria, Bulacan.
4. Winning bidder(s) must coordinate, one (1) day after issuance of Notice of Award (NOA), with the General Services Division, to discuss guidelines of the program, delivery schedules and the expectations between both parties, Contact No. \_\_\_\_\_, Email address : [smwdbulacan@yahoo.com](mailto:smwdbulacan@yahoo.com).

***I hereby certify that the Statement of Compliance to the forgoing Technical Specifications are true and correct, otherwise, if found false either during the bid evaluation or post qualification, the same shall give rise to automatic disqualification of our bid.***

Name of Bidder : \_\_\_\_\_  
 Name of Authorized Representative : \_\_\_\_\_  
 Signature of authorized representative : \_\_\_\_\_

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

#### **Notes on the Checklist of Technical and Financial Documents**

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

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

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





## 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.



## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

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

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*  
*[If a sole proprietorship:]* The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;  
*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;  
*[If a corporation or joint venture:]* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
  - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - 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]*



**Santa Maria**  
**WATER DISTRICT**  
"YOUR WATER, OUR OBLIGATION  
YOUR CONVENIENCE, OUR SERVICE"



# Santa Maria

## WATER DISTRICT

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YOUR CONVENIENCE, OUR SERVICE”

