



IQWD
INFANTA (QUEZON) WATER DISTRICT

REPUBLIC OF THE PHILIPPINES
INFANTA (QUEZON) WATER DISTRICT

BIDDING DOCUMENTS

***SUPPLY, DELIVERY, INSTALLATION, TESTING
AND COMMISSIONING OF ONE (1) UNIT OF
75KVA GENERATING SET WITH COMPLETE
ACCESSORIES FOR LANGGAS BOLTED WATER
TANK***

**BIDS AND AWARDS COMMITTEE
2022**

**Sixth Edition
July 2020**

BD NO. G-2022-5-006

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.

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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

Notes on the Invitation to Bid

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

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

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

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



INFANTA (QUEZON) WATER DISTRICT

Purok Ilang-Ilang, Brgy. Comon, Infanta, Quezon
Telephone Nos. (042) 535-3926; (042) 535-4552
Telefax No. (042) 535-2108
Website: www.iqwd.gov.ph

IB NO. G-2022-5-005

**INVITATION TO BID
FOR
SUPPLY, DELIVERY, INSTALLATION, TESTING, AND COMMISSIONING OF ONE
(1) UNIT OF 75 KVA GENERATING SET WITH COMPLETE ACCESSORIES FOR
LANGGAS BOLTED WATER TANK**

1. The Infanta (Quezon) Water District (IQWD), through the 2022 Corporate Budget for the contract approved by governing Boards intends to apply the sum of **Nine Hundred Thousand Pesos (P 900,000.00)** being the ABC to payments under the contract for each lot/items enumerated below. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.
2. The Infanta (Quezon) Water District (IQWD) now invites bids for the above Procurement Project. Delivery of the Goods is required within **thirty (30) calendar days** after the receipt of the Notice to Proceed. Bidders should have completed, within **five (5) 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) 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 5183.

4. Prospective Bidders may obtain further information from the **Infanta (Quezon) Water District (IQWD) Bids and Awards Committee Secretariat**, Infanta (Quezon), IQWD Office, and inspect the Bidding Documents at the address given below from **8:00 am – 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **19 May 2022 (Thursday) to 8 June 2022 (Wednesday)** 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 stated above. The Procuring Entity shall allow the bidder to present its proof of payment for the fees. A copy of proof of payment must be emailed to **iqwdbac2019@gmail.com** for the issuance of Official Receipt (OR) with the assistance of BAC Secretariat.
6. The Infanta (Quezon) Water District (IQWD) will hold a Pre-Bid Conference on **27 May 2022 (Friday), 1:30 P.M.**, at IQWD Conference Room, Purok Ilang-Ilang, Brgy. Comon, Infanta, Quezon and/or through video conferencing, 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 **8 June 2022 (Wednesday)** and not later than **12:00 noon**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **8 June 2022 (Wednesday), 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 Infanta (Quezon) Water District (IQWD) 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 Section 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
Infanta (Quezon) Water District (IQWD)
Purok Ilang-Ilang, Brgy. Comon, Infanta, Quezon
E-mail Address: iqwdbac2019@gmail.com; infantaquezonwd@yahoo.com
Telephone Number: (+63)-(42) 535-3926, 535-4552
Facsimile Number: (+63)-(42) 535-2108
Website: www.iqwd.gov.ph
12. You may visit the following websites:
For downloading of Bidding Documents: www.iqwd.gov.ph

GERRY C. BUSTONERA
BAC Chairperson

ENGR. ALEJO G. GONIO
Officer-In-Charge/General Manager

SECTION II. INSTRUCTIONS TO BIDDERS

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

IQWD

1. Scope of Bid

The Procuring Entity, Infanta (Quezon) Water District (IQWD) wishes to receive Bids for the **"Supply Delivery, Installation, Testing, and Commissioning of One (1) unit of 75KVA Generating Set, Silent Type for Langgas Bolted Water Tank** with identification number **BD No. G-2022-5-006**.

The Procurement Project (referred to herein as "Project") is composed of one (1) 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 **2022** in the amount of **Nine Hundred Thousand Pesos (P 900,000.00)**.

2.2. The source of funding is:

GOCC, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

5.2. Foreign ownership 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:

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 **IQWD Conference Room – Purok Ilang-Ilang, Brgy. Comon, Infanta, Quezon** 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 **five (5) years** prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the

required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **120 calendar days**. 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.

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of 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

- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

SECTION III. BID DATA SHEET

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	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> a. Supply, Delivery, Installation, Testing, and Commissioning 75KVA Generating Set, Silent Type b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
10.1	<p>Bidders shall submit the following Eligibility Documents:</p> <ol style="list-style-type: none"> (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; Current and Updated copy of the documents as follows: <ol style="list-style-type: none"> i. Certified True Copy of Registration Certificate from SEC, DTI, or CDA, whichever is applicable; ii. Certified True Copy of valid Mayor's/Business Permit or its Equivalent Document; iii. Certified True Copy of Tax Clearance Certificate for FY2021 issued by the Bureau of Internal Revenue (BIR); iv. Certified True Copy of Audited Financial Statements (AFS) for FY2019 and FY2020 stamped "received" by the BIR or its duly accredited and authorized institutions
12	The price of the Goods shall be quoted in Philippine Peso .
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a. The amount of not less than Eighteen Thousand Pesos (₱ 18,000.00) (2% of the ABC) if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Forty-five Thousand Pesos (₱ 45,000.00) (5% of the ABC) if bid security is in Surety Bond.
15	Each Bidder shall submit one (1) original copy and two (2) duplicate copies of the first and second components of its bid.
19.3	No further instructions.
20.2	<p>The Bidder with Lowest Calculated Bid (LCB) shall submit the following additional documentary requirements:</p> <ul style="list-style-type: none"> ✓ Certification of good product performance for the last three (3) years by users from any of the Water Districts who are member of PAWD and/or other service providers namely: Maynilad and Manila Water. This is to be issued by the water service provider using their company letterhead indicating the brand and size. (Test results alone will not suffice). ✓ Brochure and Shop drawing of item and description of the product being offered. ✓ Certification from either of the following: <ul style="list-style-type: none"> • ISO 9001:2015 (Quality Management Standard)

	<ul style="list-style-type: none"> • ISO 14001:2009/ISO 14001:2004 (Environmental Management System) • OIML Certificate of Conformity (International Organization of Legal Metrology) • MIRDC Certification for PCL-NTP-025 (Metals Industry Research and Developmental Center) <ul style="list-style-type: none"> ✓ Warranty Certificate for Generator Set. ✓ Accredited Supplier Certificate from the Manufacturer/principal signed and notarized by the Philippine Consul of origin of the generator. ✓ A certification that the Supplier/Distributor is in the Philippine Market for not less than 15 years. ✓ A certification that the (OEM) Original Equipment Manufacturer of the Generator Set is in the market for not less than 40 years. ✓ Certification on the availability of parts and services which must be available in the market for not less than 15 years. ✓ The whole generator must couple and assembled either from the United States of America, Japan, United Kingdom, and/or Germany. ✓ Prior to delivery unit, it must be load test in the winning bidders warehouse using a load bank and be tested 50%, 75%, 100% for a total of 1 hour ✓ The equipment meets the following standards: BS5000, ISO 8528, ISO3046, IEC 60034, NEMA MG-1.22. and the OEM must be fully accredited ISO 9001, ISO 14001 Company.
21.2	No further instructions.

SECTION IV. GENERAL CONDITIONS OF CONTRACT

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

HOWARD

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.

IQWD

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>Delivery and Documents –</p> <p>“The delivery terms applicable to this Contract are delivered to Infanta (Quezon) Water District (IQWD), Brgy. Comon Infanta, Quezon. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>[indicate name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 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
	<ul style="list-style-type: none"> 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. f. <i>[Specify additional incidental service requirements, as needed.]</i> <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>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: <i>Select appropriate requirements and delete the rest.</i></p>

	<p>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</p> <p>b. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none">i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; andii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) 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>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <ul style="list-style-type: none">Name of the Procuring EntityName of the SupplierContract DescriptionFinal DestinationGross weightAny special lifting instructionsAny special handling instructionsAny relevant HAZCHEM classifications

	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be as follows:</p> <p>Payments shall be made promptly by the Procuring Entity, upon a certification by the HoPE that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted.</p>
4	<p>The inspections and tests that will be conducted are:</p> <ul style="list-style-type: none"> • Inspection and Testing of equipment upon delivery.
5.2	<p>The warranty period shall be one (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>

SECTION VI. SCHEDULE OF REQUIREMENTS

IQWD

SCHEDULE OF REQUIREMENTS

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

ITEM NO.	DESCRIPTION	QUANTITY		TOTAL	DELIVERED, WEEKS/MONTHS
SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF ONE (1) UNIT 75KVA GENERATING SET WITH COMPLETE ACCESSORIES, SILENT TYPE					<i>Within 30 calendar days upon acceptance of Notice to Proceed (NTP)/Purchase Order</i>
1	Silent Type Model 75KVA Generating Set, 3-Phase, 60Hz, Standby Application, 240volts, Turbocharged, Mechanical Governor with Battery and Static Battery Charger	1	unit	1	30 calendar days

I hereby certify to comply and deliver all the above requirements

Conforme:

Name of Company (in print)

Name of Signature of Company Authorized Representative

Date

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

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

ITEM	SPECIFICATIONS	QUANTITY		STATEMENT OF COMPLIANCE
SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) UNIT 75KVA GENERATING, SET WITH COMPLETE ACCESSORIES, SILENT TYPE				
1	DIESEL GENERATING SET	1	unit	
	<p>1. GENERAL</p> <p>a. The Contractor shall furnish, deliver, install, test and commission one (1) unit of Brand new factory built generating set. The generator set shall be mounted on a steel sub base complete with all necessary engine and generator accessories, ready for operation, manually push-button/key start type, rated for continuous power supply under conditions specified herein. The complete diesel engine generator set shall be free from critical and torsional vibration within the operating speed range.</p> <p>b. Tests. The diesel generating set shall receive the manufacturer's standard factory load testing. Test certificates shall be furnished, together with four (4) copies of operation and maintenance manual, including list of recommended spare parts. Supplier's local agent shall supervise during installation. Prior to acceptance of the installation, the equipment shall be tested to show it is free of defect and shall be subjected to full load test, or that load which is available at the job</p>			

	<p>site.</p> <p>c. The diesel generating set shall bear the manufacturer's nameplate which shall show:</p> <p>Name of Manufacturer Engine Model Number Engine Rotation Engine Serial Number Standby KW/KVA Rating @ 1800 RPM Power Factor Frequency Year Manufactured</p>			
<p>2</p>	<p>DIESEL ENGINE</p>			
	<p>The engine shall be of the water-cooled, heavy duty, 4-cycle, turbocharged, industrial type, equipped with 24 volt DC solenoid engaged electric motor starter and shall develop the full continuous horsepower required by the alternator using diesel fuel when operating at a speed not exceeding 1800 rpm. The engine shall have aluminum pistons, removable type cylinder sleeves, and heavy duty replaceable precision type bearings and equipped with vane type oil pump, by-pass oil filter, oil level indicator, a residential type silencer exhaust system.</p> <p>The engine shall be manufactured to by Perkins, Cummins, Caterpillar, and John-Deere or at least equivalent.</p> <p>a. STARTER - The engine shall be equipped with 24 volts DC solenoid engaged electric motor starter.</p> <p>b. LUBRICATING SYSTEM - The lubricating system shall have a vane type oil pump, a by-pass oil filter, an oil pressure gauge and oil level indicator.</p> <p>c. EXHAUST SYSTEM - The engine shall be equipped with a residential silencer, sized in accordance with the engine manufacturer's recommendation. Maximum back pressure measured at the exhaust header shall not be more than 350mm (14 in.) of water column. The silencer shall be fabricated of carbon steel designed for 1000°F service and shall be shop painted with silicon base high heat</p>			

	<p>resisting aluminum paint. The silencer shall be installed with flexible metal expansion section of stainless steel and not less than 450mm (18 in.) in length as shown on the Drawings and shall be designed together with all pipes, bends, bolts, nuts and clamps for temperature of not less than 1000°F. The entire exhaust assembly excluding expansion joint shall be insulated with 2-50mm layers of magnesium insulation with lugging as shown on the drawings. The silencer shall be of the TRS series, Model 7548-TR32 as manufactured by Kittell, Los Angeles, California or approved equal.</p> <p>d. FUEL SYSTEM - The fuel system shall include and injection pump, engine fuel transfer pump, flexible fuel connections, fuel filters and shut-off valves.</p> <p>e. FUEL OIL STORAGE TANK - The fuel oil tank shall have a capacity of at least 8 hours of continuous operation and shall come complete with all accessories. Inside surface of the tank shall be pickled or sandblasted to be cleaned of all dust and foreign matter and lightly coated with oil. All tank openings shall be sealed prior to shipping.</p> <p>f. FUEL LEVEL GAUGE - The Contractor shall furnish and install a level gauge on the fuel oil tank for visual indication of the amount of fuel remaining on the tank. The gauge shall be either clear glass or plastic materials resistant to normal diesel fuel corrosion. The level gauge shall be provided with valves on both ends for isolation during routine maintenance and replacements. The gauge shall be of appropriate length with graduations calibrated in both in liters and percentage of the total fuel tank capacity.</p> <p>g. SAFETY SWITCHES - The engine shall be equipped with safety switches which will cut-off the engine on low oil pressure and high water temperature.</p> <p>h. BATTERY - There shall be installed a battery complete with cables for supplying 24 volts DC power to the engine. The</p>		
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	<p>battery shall have the necessary ampere-hour rating for cranking the engine for 10 minutes.</p> <p>i. BATTERY CHARGER - The battery charger shall be 24 volts DC output, 440 volts/460 volts AC input. It shall have an amperage output sufficient to recharge the battery in 4 hours when the battery is 50% discharge. The charger shall incorporate adjustable float and equalizing voltage potentiometer. A current limit signal shall be supplied in the control circuit from the current sensing resistor. It shall be of the full wave rectifier type and shall include all the required standard components.</p>			
3	MISCELLANEOUS EQUIPMENT			
	<p>The engine shall be equipped with the following;</p> <p>a. One (1) intake air cleaner.</p> <p>b. One (1) set of oil lube filters and fuel filters. In addition, the Contractor shall provide three (3) sets of spare oil lube and fuel filters.</p>			
4	ALTERNATOR			
	<p>a. The alternator for Langgas Bolted Water Tank shall be rated for continuous operation at 75 KVA, 240 volts. The alternator shall be 3-phase, 60 Hz, 1800 rpm, 50oC rise over 30oC ambient temperature at 75M a.s.l. and shall be factory-coupled to the engine. The alternator shall be salient-pole, 12-leads reconnectible, self-ventilated of drip-proof construction with amortisseur windings and skewed stator for smooth voltage waveform. It shall be single bearing, synchronous type with brushless exciter and shall be built according to applicable NEMA standards. The insulation shall meet the NEMA MG 1-22.40 and 16.40 for class H insulation and shall be further protected with 100% epoxy impregnation and overcoat of resilient insulating material to reduce possible fungus and /or abrasion deterioration per MIL 1-24092. Temperature rise of the rotor shall be limited to NEMA class F ratings.</p> <p>b. The excitation system shall be of</p>			

	<p>brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/-2% at any constant load from 0% to 100% of the rating. The regulator must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operation. The solid state regulator module shall be shock mounted and epoxy encapsulated for protection against vibration and atmospheric deterioration.</p> <p>c. Upon one-step application of any load up to 100% of the rated load at .80 PF, the voltage dip shall not exceed 20% and shall recover to +/-2% of the rated voltage within one (1) second.</p> <p>d. Alternator shall be capable of sustaining an overload capacity of 300% full load current at zero power factor for a period of ten seconds without damage to it. Output voltage recovery after sudden application or rejection of rated load shall be within 0.3 second.</p> <p>e. A resettable line current sensing circuit breaker with inverse time versus current response shall be furnished which protects the generator from damage due to its own high current capability. This breaker shall not trip within ten seconds specified above to allow selective tripping of downstream fuse or circuit breaker under a fault condition. This breaker shall not automatically reset preventing restoration of voltage if maintenance is being performed. Field current-sensing breaker will not be acceptable.</p> <p>f. Alternator shall be open, drip-proof construction with an over-all efficiency of at least 85% at full load.</p> <p>g. Alternator windings and electrical components shall be tropicalized.</p>			
5.	GENERATOR CONTROL PANEL			
	<p>a. GENERAL - A set mounted alternator/engine control panel shall be supplied with the generator set. The control panel shall be vibration-isolated, dead front construction, 14-gauge steel NEMA 1 enclosure. Cabling and control wiring shall be either side or bottom.</p> <p>b. INSTRUMENT - Panel shall contain, but</p>			

	<p>not limited to the following equipment.</p> <ol style="list-style-type: none">1. Circuit breaker, thermal-magnetic, industrial type rating as required.2. 1 voltmeter with phase selector switch3. 1 ammeter with phase selector switch and current transformer4. 1 frequency meter5. 1 hour operation counter6. Panel illumination lights and switches7. Indicating relays and fault indicator lamps for low oil pressure, high engine temperature and over speed.8. Engine ammeter9. Engine lube oil pressure gauge10. Engine water temperature gauge11. Tachometer <p>c. OPERATING SWITCHES AND PUSHBUTTONS shall include:</p> <ol style="list-style-type: none">1. Manual start/stop pushbuttons/key switch2. Emergency Stop Button3. Control Lamp test4. Selector Switch5. Test Switch <p>d. OPERATIONAL CONTROLS - During operation, the generating set shall be monitored for the following disturbances:</p> <ol style="list-style-type: none">1. Loss of lube-oil pressure2. Excess engine temperature3. Alternator overload4. Alternator short circuit5. Overspeed.			
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	<p>Should any of the faults listed under (a) to (e) arises, then the individual signal relay installed for the special task shall respond. To avoid lasting damage if operation were to continue, the generating set shall be automatically shut-off and a subsequently new starting effort shall be blocked and corresponding fault indicator lamp shall be on.</p> <p>e. At protracted overloading of the alternator, the thermal over current release with time delay shall cause the alternator main circuit breaker to trip. The set shall continue in operation unloaded to obtain cooling of the alternator.</p> <p>f. In case of feeder short circuit during an emergency supply operation, the alternator shall immediately be disconnected from the fault location by means of the electromagnetic trip relay of the main circuit breaker.</p>			
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I hereby certify to comply and deliver all the above requirements

Conforme:

Name of Company (in print)

Name of Signature of Company Authorized Representative

Date

SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
<i>Class "A" Documents</i>	
<u>Legal Documents</u>	
<input type="checkbox"/>	<p>(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; Current and Updated copy of the documents as follows</p> <ul style="list-style-type: none"> i. Certified True Copy of Registration Certificate from SEC, DTI, or CDA, whichever is applicable; ii. Certified True Copy of valid Mayor's/Business Permit or its Equivalent Document; iii. Certified True Copy of Tax Clearance Certificate for FY2021 issued by the Bureau of Internal Revenue (BIR); iv. Certified True Copy of Audited Financial Statements (AFS) for FY2019 and FY2020 stamped "received" by the BIR or its duly accredited and authorized institutions
<u>Technical Documents</u>	
<input type="checkbox"/>	<p>(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and</p>
<input type="checkbox"/>	<p>(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and</p>
<input type="checkbox"/>	<p>(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and</p>
<input type="checkbox"/>	<p>(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and</p>
<input type="checkbox"/>	<p>(f) Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.</p>

<i>Financial Documents</i>	
<input type="checkbox"/>	(g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
<i>Class "B" Documents</i>	
<input type="checkbox"/>	(h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence; or duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
<i>Other documentary requirements under RA No. 9184 (as applicable)</i>	
<input type="checkbox"/>	(i) <i>[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]</i> 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.
<input type="checkbox"/>	(j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II. FINANCIAL COMPONENT ENVELOPE	
<input type="checkbox"/>	(a) Original of duly signed and accomplished Financial Bid Form; and
<input type="checkbox"/>	(b) Original of duly signed and accomplished Price Schedule(s).

SECTION IX. BIDDING FORMS

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BIDDING FORMS

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APPENDIX "1": BID FORM

Bid Form for the Procurement of Goods

**"SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING
OF ONE (1) UNIT 75KVA GENERATING SET WITH COMPLETE
ACCESSORIES FOR LANGGAS BOLTED WATER TANK"**

BID FORM

Date: _____

Project Identification No. : **IB NO. G-2022-5-005**

Bids and Awards Committee

Infanta (Quezon) Water District (IQWD)

Purok Ilang-Ilang, Brgy. Comon, Infanta, Quezon

E-mail Address: **iqwdbac2019@gmail.com; infantaquezonwd@yahoo.com**

Telephone Number: (+63)-(42) 535-3926, 535-4552

Facsimile Number: (+63)-(42) 535-2108

Website: www.iqwd.gov.ph

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to **"SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ONE (1) UNIT 75KVA GENERATING SET WITH COMPLETE ACCESSORIES FOR LANGGAS BOLTED WATER TANK"** in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

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

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (Revised) *[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

Acknowledgment

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

HOWARD

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

		Year 2021
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

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

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

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

	Amount
Current Assets	
Less: Current Liabilities	
Net Current Assets	
Multiplied by 15	x 15
Sub-Total	
Less: Total Value all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid	
Net Financial Contracting Capacity (NFCC)	

Herewith attached are certified true copies of the Income Tax Return (filed through the Electronic Filing and Payment System (EFPS) and Audited Financial Statement: stamped “RECEIVED” by the BIR or BIR authorized collecting agent for the immediately preceding year.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

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

IQWD

