



Republic of the Philippines
BUTUAN CITY WATER DISTRICT
Gov. Jose A. Rosales Avenue, Butuan City

Bidding Documents
FOR THE
PACKAGE 02-2022: PROCUREMENT OF
SUPPLY AND DELIVERY OF ROOFING
MATERIALS, PAINTING MATERIALS,
CONSTRUCTION MATERIALS AND
ELECTRICAL MATERIALS (RE-BIDDING)

Prepared by:

Bids and Awards Committee

2022

Sixth Edition
July 2020

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations	3
Section I. Invitation to Bid.....	6
Section II. Instructions to Bidders.....	10
1. Scope of Bid	10
2. Funding Information.....	10
3. Bidding Requirements	10
4. Corrupt, Fraudulent, Collusive, and Coercive Practices	10
5. Eligible Bidders.....	11
6. Origin of Goods	11
7. Subcontracts	12
8. Pre-Bid Conference	12
9. Clarification and Amendment of Bidding Documents	12
10. Documents comprising the Bid: Eligibility and Technical Components	12
11. Documents comprising the Bid: Financial Component	12
12. Bid Prices	13
13. Bid and Payment Currencies	13
14. Bid Security	14
15. Sealing and Marking of Bids	14
16. Deadline for Submission of Bids	14
17. Opening and Preliminary Examination of Bids	14
18. Domestic Preference	14
19. Detailed Evaluation and Comparison of Bids	15
20. Post-Qualification	15
21. Signing of the Contract	15
Section III. Bid Data Sheet	16
Section IV. General Conditions of Contract	20
1. Scope of Contract	20
2. Advance Payment and Terms of Payment	20
3. Performance Security	20
4. Inspection and Tests	20
5. Warranty	21
6. Liability of the Supplier	21
Section V. Special Conditions of Contract	22
Section VI. Schedule of Requirements	26
Section VII. Technical Specifications	29
Section VIII. Checklist of Technical and Financial Documents	32

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 Nation

Section I. Invitation to Bid

INVITATION TO BID FOR PACKAGE 02-2022: PROCUREMENT OF SUPPLY AND DELIVERY OF ROOFING MATERIALS, PAINTING MATERIALS, CONSTRUCTION MATERIALS AND ELECTRICAL MATERIALS (RE-BIDDING)

1. The **BUTUAN CITY WATER DISTRICT**, through the funding of the **Local Government Unit** of the **City Government of Butuan** per **Memorandum of Agreement** entered into by and between the **City Government of Butuan** and the **Butuan City Water District** dated **December 2, 2019**, intends to apply the sum of:

Lot	Item	Quantity / Unit	ABC (P)
1	Corrugated G.I. Sheet, Ga. 26 x 8'	16 pcs	3,520.00
	Plain G.I. Sheet Ga. 26 x 8'	8 pcs	1,760.00
	G.I. Gutter Ga. 26 x 8'	16 pcs	4,640.00
	G.I. Rivets w/ Washers	5 kg	700.00
	Roofing Nails (Umbrella Nails 3")	5 kg	425.00
	75mm Ø x 6m PVC Downspouts	4 pcs	1,080.00
	Total ABC for Lot 1		12,125.00
2	Acrylic Latex Paint (Flesh Color)	25 gal	16,250.00
	Glazing Putty	25 gal	7,827.50
	Neutralizer	5 gal	1,750.00
	Paint (Flat wall Enamel)	8 gal	4,800.00
	Paint Thinner	8 gal	3,385.52
	Quick Dry Enamel Paint (Blue)	16 gal	10,400.00
	Concrete Primer Paint	8 gal	3,600.00
	Spray Paint (Neon Orange)	10 cyl	1,500.00
	Red Lead/Oxide	10 gal	7,500.00
	Paint Brush 2" (6 pcs) & 4" (14 pcs)	20 pcs	1,500.00
	Paint Roller 8" with Tray	16 sets	1,920.00
	Total ABC for Lot 2		60,433.02
3	Cement (Portland)	2321 bags	678,033.73
	Cement Water Proofing Compound	50 bags	2,250.00
	Total ABC for Lot 3		680,283.73
	Water Proofing Paint (non-toxic)	8 gal	5,600.00
	Water Proof Canvas (trapal), 20m	4 rolls	7,200.00

4	Water Stop Dumbell Type (15m/roll)	10 rolls	20,000.00
	Caution Tape ("CAUTION" markings)	14 rolls	9,100.00
	Hand Gloves (cotton with rubber pad)	100 pairs	5,000.00
	Project marker 4"x6" (stainless steel) (as per approved layout)	203 pcs	71,050.00
	Steel Tape, 5m (heavy duty)	10 pcs	3,000.00
	Hacksaw Blade (High Speed)	25 pcs	1,625.00
	Screen 1/8x 4' (sieve aggregates)	10 m	2,000.00
	Nylon String , 0.4mmø	5 kg	2,000.00
	Teflon tape 3/4" (big)	500 pcs	12,500.00
	Mighty Bond	60 pcs	3,900.00
	G.I. Bell Reducer 2"x1" (for Pump)	5 pcs	400.00
	CW Nails (Assorted)		14,182.00
	a. CW Nails 4"	100 kg	
	b. CW Nails 3"	50 kg	
	c. CW Nails 2 1/2"	50 kg	
	Ga. 16 G.I. Wire / Tie Wire	250 kg	16,250.00
	Total ABC for Lot 4		173,807.00
5	1"x1" Rubber Strip	150 lm	49,500.00
	12mm thk. x 50mm W x 6m Rubber Strip	5 rolls	4,164.05
	Total ABC for Lot 5		53,664.05
6	Bolt, Nuts and Washers 5/8"x4"	3522 pcs	176,100.00
	Total ABC for Lot 6		176,100.00
7	Entrance Cap 1/2	8 pcs	720.00
	Secondary Rock w/ Spool Insulator	8 pcs	1,360.00
	PVC Pipe 3/4	8 L	864.00
	PVC Pipe 1/2	48 L	3,840.00
	THW Wire Stranded #14 (2.0mm²)	192 m	6,144.00
	THW Wire Stranded #12 (3.5mm²)	32 m	1,408.00
	THW Wire Stranded #10 (5.5mm²)	144 m	9,072.00
	THW Wire Stranded #8 - Red (8mm²)	32 m	3,040.00
	THWWire Stranded #8 - White (8mm²)	32 m	3,040.00
	Panel Board 2x2 (Bolted,heavy duty)	8 unit	12,080.00
	Electrical tape (big)	8 rolls	440.00
	Receptacle Socket 2x2	16 pcs	352.00
	PVC Utility Box 2x2	24 pcs	600.00
	Magnetic Switch (heavy duty)	8 pcs	14,880.00
	1 pc (2HP)		
	3 pcs (3 HP)		
	1 pc (5HP)		
	3 pcs (7.5 HP)		
	2 Gang Switch Flexitest	8 set	1,064.00
	2 Gang Outlet Flexitest	16 set	1,936.00
	Circuit Breaker, 30 AMPS (Bolted)	16 pcs	24,160.00
	Circuit Breaker, 20 AMPS (Bolted)	8 pcs	12,080.00
	Circuit Breaker, 15 AMPS (Bolted)	8 pcs	12,080.00
	Junction Box 4x4 (PVC)	8 pcs	280.00
	Capacitor, 220V	1 pc	1,000.00
	Total ABC for Lot 7		110,440.00
TOTAL ABC		1,266,852.80	

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

2. The **BUTUAN CITY WATER DISTRICT** now invites bids for the above Procurement Project. Delivery of the Goods is required by **30 calendar days upon confirmation of Notice to Proceed**. Bidders should have completed, within **five (5) years (2017 – present)** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from **BUTUAN CITY WATER DISTRICT** and inspect the Bidding Documents at the address given below during **8:00AM-12NN/1:00PM-5:00PM, Monday to Friday only**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **September 22, 2022 to October 11, 2022** from the given address and website(s) below **and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the following amounts:**

Lot	Cost of Bidding Documents
Lot 1	Five Hundred Pesos (P500.00)
Lot 2	Five Hundred Pesos (P500.00)
Lot 3	One Thousand Pesos (P1,000.00)
Lot 4	Five Hundred Pesos (P500.00)
Lot 5	Five Hundred Pesos (P500.00)
Lot 6	Five Hundred Pesos (P500.00)
Lot 7	Five Hundred Pesos (P500.00)
All Lots	Five Thousand Pesos (P5,000.00)

The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person, by facsimile, or through electronic means.

6. The **BUTUAN CITY WATER DISTRICT** will hold a Pre-Bid Conference at **9:00 A.M. on September 29, 2022 at Training Hall – BCWD Administration Building, Gov. Jose A. Rosales Ave., Butuan City**, 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 9:00 A.M. on October 11, 2022.** 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 **before 9:00 A.M. on October 11, 2022** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **BUTUAN CITY WATER DISTRICT** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

Name of Officer: MR. JOSEPH Y. TANTOY
Head, BCWD-BAC Secretariat
Name of Office: BUTUAN CITY WATER DISTRICT
Postal Address: Gov. Jose A. Rosales Ave., Butuan City, 8600
Email Address: bcwdbac20@gmail.com
Contact No.: (085) 815-2197 / 0920-958-3289
Website Address: www.bcwd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.bcwd.gov.ph

September 21, 2022

(SGD.) ENGR. PETER AL R. FUDALAN
Chair, Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity Butuan City Water District wishes to receive Bids for the **Procurement of Supply and Delivery of Roofing Materials, Painting Materials, Construction Materials and Electrical Materials.**

The Procurement Project (referred to herein as “Project”) is **Package 02-2022: Procurement of Supply and Delivery of Roofing Materials, Painting Materials, Construction Materials and Electrical Materials**, 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 the **Year 2022** in the amount of **One Million Two Hundred Sixty Six Thousand Eight Hundred Fifty Two Pesos and 80/100 (₱1,266,852.80).**

2.2. The source of fund is:

Local Government Unit of the City Government of Butuan per Memorandum of Agreement entered into by and between the City Government of Butuan and the Butuan City Water District, dated December 2, 2019.

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. **Not applicable.**
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:
 - a. 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 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 at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5) years (2017 – present)** 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, as listed in **Section VII (Technical Specifications)**.
- 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 Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until **February 8, 2023 one hundred twenty (120) calendar days from the bid opening date, October 11, 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit **one (1) original / authenticated copy** of the first and second components of its Bid.

The Procuring Entity may request **two (2)** 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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.**
- 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. *[If Framework Agreement will be used]*. **Not Applicable.**
- 20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. Supply and Delivery of any of the following:</p> <ul style="list-style-type: none"> i. Roofing Materials ii. Painting Materials iii. Cement iv. Construction Materials v. Rubber Strip vi. G.I. Bolts vii. Electrical Materials <p>a. Completed within five (5) years (2017-present) prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP to Butuan City Water District Warehouse, Pump Station No. 1, Alviola Village, Baan Km. 3, Butuan City or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>For Lot 1</p> <ul style="list-style-type: none"> a. The amount of not less than ₱242.50 or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱606.25 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond. <p>For Lot 2</p> <ul style="list-style-type: none"> a. The amount of not less than ₱1,208.70 or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ₱3,021.65 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
	<p>For Lot 3</p> <ul style="list-style-type: none"> a. The amount of not less than ₱13,605.67 or equivalent to two

	<p>percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱34,014.19 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p>
	<p>For Lot 4</p> <p>a. The amount of not less than ₱3,476.14 or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱8,690.35 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p>
	<p>For Lot 5</p> <p>a. The amount of not less than ₱1,073.28 or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱2,683.20 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p>
	<p>For Lot 6</p> <p>a. The amount of not less than ₱3,522.00 or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱8,805.00 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p>
	<p>For Lot 7</p> <p>a. The amount of not less than ₱2,208.80 or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱5,522.00 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p> <p>For All Lots:</p> <p>a. The amount of not less than ₱25,337.06 or equivalent to two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than ₱63,342.64 or equivalent to five percent (5%) of ABC if bid security is in Surety Bond.</p> <p>Should prospective bidders submit bid for only two (2) lots, the value of</p>

bid security should be based on the total ABC of the lots to be participated in.

19.3

Lot	Item	Quantity / Unit	ABC (P)
1	Corrugated G.I. Sheet, Ga. 26 x 8'	16 pcs	3,520.00
	Plain G.I. Sheet Ga. 26 x 8'	8 pcs	1,760.00
	G.I. Gutter Ga. 26 x 8'	16 pcs	4,640.00
	G.I. Rivets w/ Washers	5 kg	700.00
	Roofing Nails (Umbrella Nails 3")	5 kg	425.00
	75mm Ø x 6m PVC Downspouts	4 pcs	1,080.00
	Total ABC for Lot 1		12,125.00
2	Acrylic Latex Paint (Flesh Color)	25 gal	16,250.00
	Glazing Putty	25 gal	7,827.50
	Neutralizer	5 gal	1,750.00
	Paint (Flat wall Enamel)	8 gal	4,800.00
	Paint Thinner	8 gal	3,385.52
	Quick Dry Enamel Paint (Blue)	16 gal	10,400.00
	Concrete Primer Paint	8 gal	3,600.00
	Spray Paint (Neon Orange)	10 cyl	1,500.00
	Red Lead/Oxide	10 gal	7,500.00
	Paint Brush 2" (6 pcs) & 4" (14 pcs)	20 pcs	1,500.00
	Paint Roller 8" with Tray	16 sets	1,920.00
	Total ABC for Lot 2		60,433.02
3	Cement (Portland)	2321 bags	678,033.73
	Cement Water Proofing Compound	50 bags	2,250.00
	Total ABC for Lot 3		680,283.73
4	Water Proofing Paint (non-toxic)	8 gal	5,600.00
	Water Proof Canvas (trapal), 20m	4 rolls	7,200.00
	Water Stop Dumbell Type (15m/roll)	10 rolls	20,000.00
	Caution Tape ("CAUTION" markings)	14 rolls	9,100.00
	Hand Gloves (cotton with rubber pad)	100 pairs	5,000.00
	Project marker 4"x6" (stainless steel) (as per approved layout)	203 pcs	71,050.00
	Steel Tape, 5m (heavy duty)	10 pcs	3,000.00
	Hacksaw Blade (High Speed)	25 pcs	1,625.00
	Screen 1/8x 4" (sieve aggregates)	10 m	2,000.00
	Nylon String , 0.4mmø	5 kg	2,000.00
	Teflon tape 3/4" (big)	500 pcs	12,500.00
	Mighty Bond	60 pcs	3,900.00
	G.I. Bell Reducer 2"x1" (for pump)	5 pcs	400.00
	CW Nails (Assorted)		14,182.00
	a. CW Nails 4"	100 kg	
	b. CW Nails 3"	50 kg	
	c. CW Nails 2 1/2"	50 kg	
	Ga. 16 G.I. Wire / Tie Wire	250 kg	16,250.00
	Total ABC for Lot 4		173,807.00
5	1"x1" Rubber Strip	150 lm	49,500.00
	12mm thk. x 50mm W x 6m Rubber Strip	5 rolls	4,164.05
	Total ABC for Lot 5		53,664.05

Lot	Item	Quantity / Unit	ABC (P)	
6	Bolt, Nuts and Washers 5/8"x4"	3522 pcs	176,100.00	
	Total ABC for Lot 6		176,100.00	
7	Entrance Cap 1/2	8 pcs	720.00	
	Secondary Rock w/ Spool Insulator	8 pcs	1,360.00	
	PVC Pipe 3/4	8 L	864.00	
	PVC Pipe 1/2	48 L	3,840.00	
	THW Wire Stranded #14 (2.0mm²)	192 m	6,144.00	
	THW Wire Stranded #12 (3.5mm²)	32 m	1,408.00	
	THW Wire Stranded #10 (5.5mm²)	144 m	9,072.00	
	THW Wire Stranded #8 - Red (8mm²)	32 m	3,040.00	
	THW Wire Stranded #8 - White (8mm²)	32 m	3,040.00	
	Panel Board 2x2 (Bolted,heavy duty)	8 unit	12,080.00	
	Electrical tape (big)	8 rolls	440.00	
	Receptacle Socket 2x2	16 pcs	352.00	
	PVC Utility Box 2x2	24 pcs	600.00	
	Magnetic Switch (heavy duty)	8 pcs	14,880.00	
		1 pc (2HP)		
		3 pcs (3 HP)		
		1 pc (5HP)		
		3 pcs (7.5 HP)		
		2 Gang Switch Flexitest	8 set	1,064.00
		2 Gang Outlet Flexitest	16 set	1,936.00
		Circuit Breaker, 30 AMPS (Bolted)	16 pcs	24,160.00
		Circuit Breaker, 20 AMPS (Bolted)	8 pcs	12,080.00
		Circuit Breaker, 15 AMPS (Bolted)	8 pcs	12,080.00
		Junction Box 4x4 (PVC)	8 pcs	280.00
		Capacitor, 220V	1 pc	1,000.00
		Total ABC for Lot 7		110,440.00

20.2	No additional requirement.
21.1	No additional requirement.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are Delivered Duty Paid (DDP) to Butuan City Water District Warehouse, Pump Station No. 1, Alviola Village, Baan Km. 3, Butuan City. 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 to Butuan City Water District Warehouse, Pump Station No. 1, Alviola Village, Baan Km. 3, Butuan City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</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 are Roy R. Abiera and Louie B. Tancinco.</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:</p> <ol 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 e. training of the Procuring Entity’s personnel, on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

	<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:</p> <ul style="list-style-type: none"> 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 b. in the event of termination of production of the spare parts: <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; and ii. 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 five (5) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within thirty (30) calendar days 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> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
--	---

	<p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Full payment after issuance of Certificate of Acceptance from end-user or partial payment for staggered delivery as the case may be.
4	<p>The inspection and test will be conducted upon delivery through physical counting and measurement in sampling manner in quantity to be determined by the end user on selected materials/items/goods.</p> <p>The BUTUAN CITY WATER DISTRICT may reject any GOODS or any part thereof that fail to pass any test/s and or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the BUTUAN CITY WATER DISTRICT within (30) calendar days and shall repeat the test and/or inspection, at no cost to the BUTUAN CITY WATER DISTRICT, upon giving a notice pursuant to GCC Clause 5.</p>

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.

For Lot 1

Item Number	Description	Qty / Unit	Total	Delivered, Weeks/Months
1	Corrugated G.I. Sheet, Ga. 26 x 8'	16 pcs	16 pcs	30 calendar days upon confirmation of Notice to Proceed
2	Plain G.I. Sheet Ga. 26 x 8'	8 pcs	8 pcs	
3	G.I. Gutter Ga. 26 x 8'	16 pcs	16 pcs	
4	G.I. Rivets w/ Washers	5 kg	5 kg	
5	Roofing Nails (Umbrella Nails 3")	5 kg	5 kg	
6	75mm Ø x 6m PVC Downspouts	4 pcs	4 pcs	

For Lot 2

Item Number	Description	Qty / Unit	Total	Delivered, Weeks/Months
1	Acrylic Latex Paint (Flesh Color)	25 gal	25 gal	30 calendar days upon confirmation of Notice to Proceed
2	Glazing Putty	25 gal	25 gal	
3	Neutralizer	5 gal	5 gal	
4	Paint (Flat wall Enamel)	8 gal	8 gal	
5	Paint Thinner	8 gal	8 gal	
6	Quick Dry Enamel Paint (Blue)	16 gal	16 gal	
7	Concrete Primer Paint	8 gal	8 gal	
8	Spray Paint (Neon Orange)	10 cyl	10 cyl	
9	Red Lead/Oxide	10 gal	10 gal	
10	Paint Brush 2" (6 pcs) & 4" (14 pcs)	20 pcs	20 pcs	
11	Paint Roller 8" with Tray	16 sets	16 sets	

For Lot 3

Item Number	Description	Qty / Unit	Total	Delivered, Weeks/Months
1	Cement (Portland)	2321 bags	2321 bags	30 calendar days upon confirmation of Notice to Proceed
2	Cement Water Proofing Compound	50 bags	50 bags	

For Lot 4

Item Number	Description	Qty / Unit	Total	Delivered, Weeks/Months
1	Water Proofing Paint (non-toxic)	8 gal	8 gal	30 calendar days upon confirmation of Notice to Proceed
2	Water Proof Canvas (trapal), 20m	4 rolls	4 rolls	
3	Water Stop Dumbell Type (15m/roll)	10 rolls	10 rolls	

4	Caution Tape ("CAUTION" markings)	14 rolls	14 rolls	30 calendar days upon confirmation of Notice to Proceed
5	Hand Gloves (cotton with rubber pad)	100 pairs	100 pairs	
6	Project marker 4"x6" (stainless steel) (as per approved layout)	203 pcs	203 pcs	
7	Steel Tape, 5m (heavy duty)	10 pcs	10 pcs	
8	Hacksaw Blade (High Speed)	25 pcs	25 pcs	
9	Screen 1/8x 4' (sieve aggregates)	10 m	10 m	
10	Nylon String , 0.4mmø	5 kg	5 kg	
11	Teflon tape 3/4" (big)	500 pcs	500 pcs	
12	Mighty Bond	60 pcs	60 pcs	
13	G.I. Bell Reducer 2"x1" (for pump)	5 pcs	5 pcs	
14	CW Nails (Assorted)			
	a. CW Nails 4"	100 kg	100 kg	
	b. CW Nails 3"	50 kg	50 kg	
	c. CW Nails 2 1/2"	50 kg	50 kg	
15	Ga. 16 G.I. Wire/ Tie Wire	250 kg	250 kg	

For Lot 5

Item Number	Description	Qty / Unit	Total	Delivered, Weeks/Months
1	1"x1" Rubber Strip	150 lm	150 lm	30 calendar days upon confirmation of Notice to Proceed
2	12mm thk. x 50mm W x 6m Rubber Strip	5 rolls	5 rolls	

For Lot 6

Item Number	Description	Qty / Unit	Total	Delivered, Weeks/Months
1	Bolt, Nuts and Washers 5/8"x4"	3522 pcs	3522 pcs	30 calendar days upon confirmation of Notice to Proceed

For Lot 7

Item Number	Description	Qty / Unit	Total	Delivered, Weeks/Months
1	Entrance Cap 1/2	8 pcs	8 pcs	30 calendar days upon confirmation of Notice to Proceed
2	Secondary Rock w/ Spool Insulator	8 pcs	8 pcs	
3	PVC Pipe 3/4	8 L	8 L	
4	PVC Pipe 1/2	48 L	48 L	
5	THW Wire Stranded #14 (2.0mm ²)	192 m	192 m	
6	THW Wire Stranded #12 (3.5mm ²)	32 m	32 m	
7	THW Wire Stranded #10 (5.5mm ²)	144 m	144 m	
8	THW Wire Stranded #8 - Red (8mm ²)	32 m	32 m	
9	THW Wire Stranded #8 - White (8mm ²)	32 m	32 m	
10	Panel Board 2x2 (Bolted, heavy duty)	8 unit	8 unit	
11	Electrical tape (big)	8 rolls	8 rolls	
12	Receptacle Socket 2x2	16 pcs	16 pcs	
13	PVC Utility Box 2x2	24 pcs	24 pcs	

14	Magnetic Switch (heavy duty)			30 calendar days upon confirmation of Notice to Proceed
	14.a Magnetic Switch 2HP	1 pc	1 pc	
	14.b Magnetic Switch 3HP	3 pcs	3 pcs	
	14.c Magnetic Switch 5HP	1 pc	1 pc	
	14.d Magnetic Switch 7.5HP	3 pcs	3 pcs	
15	2 Gang Switch Flexitest	8 set	8 set	
16	2 Gang Outlet Flexitest	16 set	16 set	
17	Circuit Breaker, 30 AMPS (Bolted)	16 pcs	16 pcs	
18	Circuit Breaker, 20 AMPS (Bolted)	8 pcs	8 pcs	
19	Circuit Breaker, 15 AMPS (Bolted)	8 pcs	8 pcs	
20	Junction Box 4x4 (PVC)	8 pcs	8 pcs	
21	Capacitor, 220V	1 pc	1 pc	

Conforme:

AUTHORIZED SIGNATORY / REPRESENTATIVE

NAME OF COMPANY

DATE

Section VII. Technical Specifications

For Lot 1

Item Number	SPECIFICATIONS	*STATEMENT OF COMPLIANCE
1	Corrugated G.I. Sheet, Ga. 26 x 8'	
2	Plain G.I. Sheet Ga. 26 x 8'	
3	G.I. Gutter Ga. 26 x 8'	
4	G.I. Rivets w/ Washers	
5	Roofing Nails (Umbrella Nails 3")	
6	75mm Ø x 6m PVC Downspouts	

For Lot 2

Item Number	Description	*STATEMENT OF COMPLIANCE
1	Acrylic Latex Paint (Flesh Color)	
2	Glazing Putty	
3	Neutralizer	
4	Paint (Flat wall Enamel)	
5	Paint Thinner	
6	Quick Dry Enamel Paint (Blue)	
7	Concrete Primer Paint	
8	Spray Paint (Neon Orange)	
9	Red Lead/Oxide	
10	Paint Brush 2" (6 pcs) & 4" (14 pcs)	
11	Paint Roller 8" with Tray	

For Lot 3

Item Number	Description	*STATEMENT OF COMPLIANCE
1	Cement (Portland)	
2	Cement Water Proofing Compound	

For Lot 4

Item Number	Description	*STATEMENT OF COMPLIANCE
1	Water Proofing Paint (non-toxic)	
2	Water Proof Canvas (trapal), 20m	
3	Water Stop Dumbell Type (15m/roll)	
4	Caution Tape ("CAUTION" markings)	
5	Hand Gloves (cotton with rubber pad)	

6	Project marker 4"x6" (stainless steel) (as per approved layout)	
7	Steel Tape, 5m (heavy duty)	
8	Hacksaw Blade (High Speed)	
9	Screen 1/8x 4' (sieve aggregates)	
10	Nylon String , 0.4mmø	
11	Teflon tape 3/4" (big)	
12	Mighty Bond	
13	G.I. Bell Reducer 2"x1" (for pump)	
14	CW Nails (Assorted)	
	14.a CW Nails 4"	
	14.b CW Nails 3"	
	14.c CW Nails 2"	
15	Ga. 16 G.I. Wire/Tie Wire	

For Lot 5

Item Number	Description	*STATEMENT OF COMPLIANCE
1	1"x1" Rubber Strip	
2	12mm thk. x 50mm W x 6m Rubber Strip	

For Lot 6

Item Number	Description	*STATEMENT OF COMPLIANCE
1	Bolt, Nuts and Washers 5/8"x4"	

For Lot 7

Item Number	Description	*STATEMENT OF COMPLIANCE
1	Entrance Cap 1/2	
2	Secondary Rock w/ Spool Insulator	
3	PVC Pipe 3/4	
4	PVC Pipe 1/2	
5	THW Wire Stranded #14 (2.0mm ²)	
6	THW Wire Stranded #12 (3.5mm ²)	
7	THW Wire Stranded #10 (5.5mm ²)	
8	THW Wire Stranded #8 - Red (8mm ²)	
9	THW Wire Stranded #8 - White (8mm ²)	
10	Panel Board 2x2 (Bolted,heavy duty)	
11	Electrical tape (big)	
12	Receptacle Socket 2x2	
13	PVC Utility Box 2x2	
14	Magnetic Switch (heavy duty)	
	14.a Magnetic Switch 2HP	
	14.b Magnetic Switch 3HP	
	14.c Magnetic Switch 5HP	
	14.d Magnetic Switch 7.5HP	

15	2 Gang Switch Flexitest	
16	2 Gang Outlet Flexitest	
17	Circuit Breaker, 30 AMPS (Bolted)	
18	Circuit Breaker, 20 AMPS (Bolted)	
19	Circuit Breaker, 15 AMPS (Bolted)	
20	Junction Box 4x4 (PVC)	
21	Capacitor, 220V	

The BUTUAN CITY WATER DISTRICT may reject any GOODS or any part thereof that fail to pass any test/s and or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected GOODS or parts thereof or make alterations necessary to meet the specifications at no cost to the BUTUAN CITY WATER DISTRICT within (30) calendar days and shall repeat the test and/or inspection, at no cost to the BUTUAN CITY WATER DISTRICT, upon giving a notice pursuant to GCC Clause 5.

[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.]

Conforme:

AUTHORIZED SIGNATORY / REPRESENTATIVE

NAME OF COMPANY

DATE

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (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**

- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (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.

Class "B" Documents

- ☐ (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.

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

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

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**
- ☐ (b) Original of duly signed and accomplished Price Schedule(s).

Bidding Forms

		No. of Pages
a.	Manufacturer's Authorization Form	1
b.	Statement of all Government & Private Contracts completed which are similar in nature	1
c.	List of all Ongoing Government & Private Contracts awarded but not yet started	1
d.	Financial Documents for Eligibility Check	1
e.	Authority of Signatory- Secretary's Certificate	1
f.	Authority of Signatory- Special Power of Attorney	1
g.	Bid Form	2
h.	For Goods/Services Offered within the Philippines	1
i.	Omnibus Sworn Statement	3
j.	Bid Securing Declaration	2

Manufacturer's Authorization Form

To: **BUTUAN CITY WATER DISTRICT**
Gov. Jose A. Rosales Avenue, Butuan City
8600 Philippines

WHEREAS _____ who are established and reputable
name of the Manufacturer

manufacturers of _____ having factories at
name and address of Agent

Address of factory

do hereby authorize _____ to submit a Bid, and subsequently
name and address of Agent

negotiate and sign the Contract with you against IAEB No. *[reference of the Invitation to Apply for Eligibility and to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 5 of the General Conditions of Contract for the goods offered for supply by the above firm against this IAEB.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the special power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

Statement of all Government & Private Contracts completed which are similar in nature

Business Name : _____
Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

- 1 Contract
- 2 Certificate of Completion
- 3 Certificate of Acceptance

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

List of all Ongoing Government & Private Contracts including contracts awarded but not yet started

Business Name : _____
Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

Note: This statement shall be supported with:

- 1 Notice of Award and/or Contract
- 2 Notice to Proceed issued by the owner
- 3 Certificate of Accomplishments signed by the owner or authorized representative

Submitted by : _____
(Printed Name & Signature)
Designation : _____
Date : _____

BUTUAN CITY WATER DISTRICT

Standard Form Number: SF-GOOD-14

Revised on: May 24, 2004

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

NFCC = P _____

or

Commitment from a licensed bank to extend to it a credit line if awarded the contract in the amount of at least 10% of the proposed project to bid.

Name of Bank: _____ Amount: _____

Herewith attached are certified true copies of the income tax return and audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate or certificate of commitment from a licensed bank to extend a credit line.

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.

BUTUAN CITY WATER DISTRICT

Standard Form Number: SF-GOOD-36
Revised on: May 24, 2004

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

I, _____, a duly elected and qualified Corporate Secretary of _____, a corporation duly organized and existing under and by virtue of the law of the _____, DO HEREBY CERTIFY, that:

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

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on _____ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that _____ be, as it hereby is, authorized to participate in the bidding of _____ (Project ID-No.) _____ by the (Name of the Procuring Entity); and that if awarded the project shall enter into a contract with the (Name of the Procuring Entity); and in connection therewith hereby appoint _____, acting as duly authorized and designated representatives of _____, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent _____ in the bidding as fully and effectively as the _____ might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the _____ hereby authorizes its President to:

- (1) execute a waiver of jurisdiction whereby the _____ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) execute a waiver that the _____ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent and restrain the bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said _____ this _____.

(Corporate Secretary)

ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibited to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

Notary Public

Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

BUTUAN CITY WATER DISTRICT

Standard Form Number: SF-GOOD-35
Revised on: May 24, 2004

AUTHORITY OF SIGNATORY

SPECIAL POWER OF ATTORNEY

I, _____, President of _____, a corporation incorporated under the laws of _____ with its registered office at _____, by virtue of Board Resolution No. _____ dated _____, has made, constituted and appointed _____ true and lawful attorney, for it and its name, place and stead, to do, execute and perform any and all acts necessary and/or represent _____ in the bidding of _____ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof.

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

Signed in the Presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

<u>NAME</u>	<u>CTC NO.</u>	<u>ISSUED AT/ON</u>
_____	_____	_____
_____	_____	_____

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

Bid Form

Date: _____

Invitation to Bid¹ N^o: **Package 02-2022: Procurement of Supply and Delivery of Roofing Materials, Painting Materials, Construction Materials and Electrical Materials (Re-bidding)**

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

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **ITB** Clause 14.2 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:²

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____
(if none, state "None")		

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

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

¹ If ADB, JICA and WB funded projects, use IFB.

² Applicable only if the Funding Source is the ADB, JICA or WB.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 5 of the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of Name of Bidder, has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the Name of Project of the Name of the Procuring Entity]* *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the Name of Bidder, to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for Name of Project of the Name of the Procuring Entity]*.

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.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Within the Philippines

Name of Bidder _____.

Invitation to Bid³ Number: **Package 02-2022: Procurement of Supply and Delivery of Roofing Materials, Painting Materials, Construction Materials and Electrical Materials (Re-bidding)**

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 Insurance 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)

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

³ If ADB, JICA and WB funded projects, use IFB.

Omnibus Sworn Statement

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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

BID SECURING DECLARATION FORM

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

X-----X

BID SECURING DECLARATION

Invitation to Bid: **Package 02-2022: Procurement of Supply and Delivery of Roofing Materials, Painting Materials, Construction Materials and Electrical Materials (Re-bidding)**

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

I/We⁴, 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 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 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;
 - (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.

⁴ Select one and delete the other. Adopt the same instruction for similar terms throughout the document.

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'S AUTHORIZED
REPRESENTATIVE]
[Insert Signatory's Legal Capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

