



REPUBLIC OF THE PHILIPPINES

CARMONA WATER DISTRICT

(LWUA CCC No. 561)

ISO CERTIFICATE No. 80132/A/0001/UK/En

Blk. 8, Lot 8, Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite

Tel No. (046) 430-0832 loc. 101-112, Fax No. (046) 430-1705

Email Add : camonewd@yahoo.com

***Invitation to Bid for the Supply and Delivery of
Various Fittings and Materials***

BIDDING DOCUMENTS

CWD-ENG-BID-2022-004

August 2022

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.



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Section I. Invitation to Bid

Invitation to Bid for the Supply and Delivery of Various Fittings and Materials

1. The *Carmona Water District*, through the *Corporate Budget Approved by the Board for FY2022* intends to apply the sum of *One Million One Hundred Seventy Three Thousand Seven Hundred Pesos & 00/100 (Php1,173,700.00)* being the ABC to payments under the contract for *Supply and Delivery of Various Fittings and Materials / CWD-ENG-BID-2022-004*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Carmona Water District* now invites bids for the above Procurement Project. Delivery of the Goods is required by *sixty (60) days upon receipt of Purchase Order*. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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 *Carmona Water District* and inspect the Bidding Documents at the address given below during *Monday to Friday / 8:00AM – 5:00PM Except Holidays*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *August 11 – August 31, 2022 at 2:00PM* from the given address and website(s) below

and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Five Thousand Pesos & 00/100 (Php5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person*.

6. The *Carmona Water District* will hold a Pre-Bid Conference on *August 19, 2022 at 2:00PM* at *Block 8 Lot 8 Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona Cavite*, 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 *August 31, 2022 at 2:00PM*. 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 *August 31, 2022 at 2:00PM* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Carmona 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:

Bids and Awards Committee

Carmona Water District

Block 8 Lot 8 Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite 4116

Tel no.: (046) 430-0832 Fax no.: (046) 430-1705

Email Address: carmonawd@yahoo.com billing@carmonawd.gov.ph

cornelio.pacleb@carmonawd.gov.ph customerservice@carmonawd.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: <https://carmonawd.gov.ph/>
<https://notices.philgeps.gov.ph/>

08/10/2022

(SGD)

MS. ROCELISA G. MAULANIN
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Carmona Water District* wishes to receive Bids for the *Supply and Delivery of Various Fittings and Materials* with identification number *CWD-ENG-BID-2022-004*.

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 FY2022 in the amount of *One Million One Hundred Seventy Three Thousand Seven Hundred Pesos & 00/100 (Php1,173,700.00)*.

2.2. The source of funding is:

GOCC and GFIs, 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:

For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

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

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

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 until *One Hundred Twenty (120) Calendar Days from the date of bid opening*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as

the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause					
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Supply and Delivery of Various Fittings & Materials</i> b. Completed within <i>three (3) years</i> prior to the deadline for the submission and receipt of bids. 				
7.1	Subcontracting is not allowed.				
12	The price of the Goods shall be quoted DDP to <i>Carmona Water District Office at Block 8 Lot 8 Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.				
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than <u>Php23,474.00</u> 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 <u>Php58,685.00</u> if bid security is in Surety Bond. 				
15	Bidders shall submit additional scanned copy of the <i>Technical Documents</i> of its Bid in a USB Flash Drive, sealed on the <i>Technical Component Envelope</i> .				
19.3	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Description</th><th style="text-align: center;">ABC</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">Various Fittings and Materials</td><td style="text-align: center;">Php1,173,700.00</td></tr> </tbody> </table>	Description	ABC	Various Fittings and Materials	Php1,173,700.00
Description	ABC				
Various Fittings and Materials	Php1,173,700.00				
20.1	<i>No further instruction.</i>				
21.1	<i>No further instruction.</i>				

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to <i>Carmona Water District Office at Block 8 Lot 8 Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite</i>. 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 of the Project are <i>Engr. Ma. Nieves C. Mañabo & Mr. Jerome A. Levardo</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:</p> <p style="padding-left: 40px;">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.</p>
	<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>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 one (1) side as follows:</p> <p>Product Name Gross Weight Net Weight Manufacturer Name Name of Supplier Manufacturing Date</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>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: Payment shall be made after acceptance and completion of delivery.</p>
4	<p>The inspections and tests that will be conducted are: Shall be in accordance with Section VII. Technical Specifications.</p>
5.1	<p>Warranty Retention</p> <p>One (1) year after the acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p>Consistent with GPPB Resolution No. 30-2017, the obligations of the warranty shall be covered by either retention money in an amount equivalent to one percent (1%) of each payment, or special bank guarantee equivalent to one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.</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.

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months
1	Saddle clamp 2 x1 w/ carriage bolt	20pcs	20pcs	To be delivered by sixty (60) days upon receipt of Purchase Order
	Brass ball valve 1/2 with lockwing min 210grms	300pcs	300pcs	
	G.I Close Nipple 1/2 sched 40	50pcs	50pcs	
	G.I Nipple 1/2 x 2 sched40, pipe O.D.0.840in, I.D.0.622in	50pcs	50pcs	
	G.I Nipple 1/2 x 4 sched40, pipeO.D.0840in, I.D.0.622	50pcs	50pcs	
	G.I Nipple 3/4 x 8 sched 40, pipe O.D.1.0500in, I.D.0.824in	300pcs	300pcs	
	G. I Tee 3/4 min.210 grams	150pcs	150pcs	
	G.I Elbow 3/4 x 90 degrees min.170grams	100pcs	100pcs	
	G.I Elbow Reducer 1 x 3/4 min. 240grams	50pcs	50pcs	
	G.I Bushing Reducer 3/4 x 1/2 min.50 grams	70pcs	70pcs	
	G.I Bushing Reducer 1 x 3/4 min.90 grams	30pcs	30pcs	
	Plastic Union Coupling ISO (25mm) 3/4"	5pcs	5pcs	
	Brass Check Valve 3/4" min. 300 grams	100pcs	100pcs	
	PLASTIC UNION COUPLING CTS-NLC 1/2 min. 80 grams	30pcs	30pcs	
	PLASTIC UNION COUPLING CTS-NLC 3/4 min 140 grams	100pcs	100pcs	
	PLASTIC UNION COUPLING CTS-NLC 1"min. 200grams	30pcs	30pcs	
	Pressure gauge 100 psi Filled with oil	70pcs	70pcs	
	Gasket 1/2" (for tailpiece)	1500pcs	1500pcs	
	Bushing reducer 1/2 x 1/4	60pcs	60pcs	
	CI Elbow F/M 3 x 90 degrees w/ BNG	2pcs	2pcs	
	CI Elbow F/F 2 x 90 degrees w/BNG	1pc	1pc	
	CI Elbow M/M 2 x 45 degrees	2pcs	2pcs	
	CI Elbow F/F 3 x 45 degrees w/BNG	2pcs	2pcs	
	CI Elbow F/F 6 x 90 degrees w/ BNG	2pcs	2pcs	
	CI Elbow F/M 6 x 45 degrees w/ BNG	2pcs	2pcs	
	CI Gate Valve F/F 3 x 3 w/ BNG	2pcs	2pcs	

CI Gate Valve F/F 4 x 4 w/ BNG	4pcs	4pcs
CI Gate Valve F/F 6 x 6 w/ BNG	2pcs	2pcs
CI Adaptor M/F 2 x 2 w/ BNG	2pcs	2pcs
CI Adaptor M/F 3 x 3 w/ BNG	3pcs	3pcs
CI Adaptor M/F 4 x 4 w/ BNG	2pcs	2pcs
CI Adaptor M/F 6 x 6 w/ BNG	2pcs	2pcs
CI Tee Reducer F/F/F 6 x 3 w/ BNG	1pc	1pc
CI Tee Reducer F/F/F 6 x 4 w/ BNG	1pc	1pc
CI Tee F/F/F 4 x 4 w/ BNG	1pc	1pc
CI Tee Reducer M/M/M 6 x 3	1pc	1pc
CI TEE F/F/F 2X2 w/ BNG	1pc	1pc
CI Flowmeter F/F 3 x 3 with bng	2pcs	2pcs
CI Flowmeter F/F 4 x 4 with bng	2pcs	2pcs
CI Flowmeter F/F 2 x 2 with bng	1pc	1pc
CI Flowmeter F/F 6 x 6 with bng	2pcs	2pcs
PVC PIPE BLUE 3 X 6m s8	5pcs	5pcs
CI Valve Box Cover 6"	20pcs	20pcs
CI Butterfly Valve 4" w/ handwheel	5pcs	5pcs
CI End Cap 6 x 6	1pc	1pc
GI Pipe Standard sched 40 3 x 6m (minimum OD: 88.9mm, wall thickness 5.5mm)	17pcs	17pcs
CI Elbow F/F 4 x 45 degrees w/ BNG	2pcs	2pcs
CI Gate valve M/M 6"	1pc	1pc
CI Gate valve M/M 2"	1pc	1pc
CI Gate valve M/M 3"	1pc	1pc
CI Gate valve M/M 4"	2pcs	2pcs
CAUTION TAPE	2rolls	2rolls
DSK Diamond Cutting Wheel 14"	4pcs	4pcs
WELDING ROD (6013) NIHONWELD	15kgs	15kgs
CUT-OFF BLADE DISK 14"X 1/8 X1	3pcs	3pcs
SPRAY PAINT BLUE 400CC	5bottles	5bottles
CI ELBOW 2 X 45degree F/F w/ BNG	2pcs	2pcs
CI ELBOW 3 X 45degree M/M	2pcs	2pcs
DEMOLITION BREAKER BIT 30MM	2pcs	2pcs
G.I. Nipple 3" x 12" standard sched 40	5pcs	5pcs
G.I. Nipple 4" x 12" standard sched 40	5pcs	5pcs
G.I. Coupling 3" standard sched 40	17pcs	17pcs
G.I. Coupling 4" Standard sched 40	4pcs	4pcs

	CI Check Valve F/F 2 x 2 (ST) w/ BNG	2pcs	2pcs	
	CI Check Valve F/F 6 x 6 (ST) w/ BNG	2pcs	2pcs	

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
1	Saddle clamp 2 x1 w/ carriage bolt	
	Brass ball valve 1/2 with lockwing min 210grms	
	G.I Close Nipple 1/2 sched 40	
	G.I Nipple 1/2 x 2 sched40, pipe O.D.0.840in, I.D.0.622in	
	G.I Nipple 1/2 x 4 sched40, pipeO.D.0840in, I.D.0.622	
	G.I Nipple 3/4 x 8 sched 40, pipe O.D.1.0500in, I.D.0.824in	
	G. I Tee 3/4 min.210 grams	
	G.I Elbow 3/4 x 90 degrees min.170grams	
	G.I Elbow Reducer 1 x 3/4 min. 240grams	
	G.I Bushing Reducer 3/4 x 1/2 min.50 grams	
	G.I Bushing Reducer 1 x 3/4 min.90 grams	
	Plastic Union Coupling ISO (25mm) 3/4"	
	Brass Check Valve 3/4" min. 300 grams	
	PLASTIC UNION COUPLING CTS-NLC 1/2 min. 80 grams	
	PLASTIC UNION COUPLING CTS-NLC 3/4 min 140 grams	
	PLASTIC UNION COUPLING CTS-NLC 1"min. 200grams	
	Pressure gauge 100 psi Filled with oil	
	Gasket 1/2" (for tailpiece)	
	Bushing reducer 1/2 x 1/4	
	CI Elbow F/M 3 x 90 degrees w/ BNG	
	CI Elbow F/F 2 x 90 degrees w/BNG	
	CI Elbow M/M 2 x 45 degrees	
	CI Elbow F/F 3 x 45 degrees w/BNG	
	CI Elbow F/F 6 x 90 degrees w/ BNG	
	CI Elbow F/M 6 x 45 degrees w/ BNG	
	CI Gate Valve F/F 3 x 3 w/ BNG	
	CI Gate Valve F/F 4 x 4 w/ BNG	
	CI Gate Valve F/F 6 x 6 w/ BNG	
	CI Adaptor M/F 2 x 2 w/ BNG	
	CI Adaptor M/F 3 x 3 w/ BNG	

	CI Adaptor M/F 4 x 4 w/ BNG	
	CI Adaptor M/F 6 x 6 w/ BNG	
	CI Tee Reducer F/F/F 6 x 3 w/ BNG	
	CI Tee Reducer F/F/F 6 x 4 w/ BNG	
	CI Tee F/F/F 4 x 4 w/ BNG	
	CI Tee Reducer M/M/M 6 x 3	
	CI TEE F/F/F 2X2 w/ BNG	
	CI Flowmeter F/F 3 x 3 with bng	
	CI Flowmeter F/F 4 x 4 with bng	
	CI Flowmeter F/F 2 x 2 with bng	
	CI Flowmeter F/F 6 x 6 with bng	
	PVC PIPE BLUE 3 X 6m s8	
	CI Valve Box Cover 6"	
	CI Butterfly Valve 4" w/ handwheel	
	CI End Cap 6 x 6	
	GI Pipe Standard sched 40 3 x 6m (minimum OD: 88.9mm, wall thickness 5.5mm)	
	CI Elbow F/F 4 x 45 degrees w/ BNG	
	CI Gate valve M/M 6"	
	CI Gate valve M/M 2"	
	CI Gate valve M/M 3"	
	CI Gate valve M/M 4"	
	CAUTION TAPE	
	DSK Diamond Cutting Wheel 14"	
	WELDING ROD (6013) NIHONWELD	
	CUT-OFF BLADE DISK 14"X 1/8 X1	
	SPRAY PAINT BLUE 400CC	
	CI ELBOW 2 X 45degree F/F w/ BNG	
	CI ELBOW 3 X 45degree M/M	
	DEMOLITION BREAKER BIT 30MM	
	G.I. Nipple 3" x 12" standard sched 40	
	G.I. Nipple 4" x 12" standard sched 40	
	G.I. Coupling 3" standard sched 40	
	G.I. Coupling 4" Standard sched 40	
	CI Check Valve F/F 2 x 2 (ST) w/ BNG	
	CI Check Valve F/F 6 x 6 (ST) w/ BNG	

	<p style="text-align: center;">Additional Requirements</p> <ul style="list-style-type: none"> • TWG may request actual sample items for further evaluation. • Freight charges incurred on the delivery on the sample items shall be charged to the supplier. 	
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Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) 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.

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).

Bid Form

Date: _____
Invitation to Bid² N°: _____

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 [BDS](#) provision for **ITB Clause Error! Reference source not found.** 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:³

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 or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause Error! Reference source not found.** of the Bidding Documents.

² If ADB, JICA and WB funded projects, use IFB.

³ Applicable only if the Funding Source is the ADB, JICA or WB.

Dated this _____ day of _____ 20____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

For Goods Offered From Abroad

Name of Bidder _____. Invitation to Bid⁴ Number _____. Page ____ of _____.

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

For Goods Offered From Within the Philippines

Name of Bidder _____. Invitation to Bid⁵ Number __. Page . of ____.

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Cost of local labor, raw material, and component ²	Total price EXW per item (cols. 4 x 5)	Unit prices per item final destination and unit price of other incidental services	Sales and other taxes payable per item if Contract is awarded	Total Price delivered Final Destination (col 8 + 9) x 4

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]

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bank Guarantee Form for Advance Payment

To: *[name and address of PROCURING ENTITY]*
 [name of Contract]

Gentlemen and/or Ladies:

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

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X -----X

Invitation to Bid [*Insert reference 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 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 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 as 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'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. _____.

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. _____

Republic of the Philippines



Government Procurement Policy Board