PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Sixth Edition July 2020



Calamba Water District

Lakeview Subdivision, Halang, Calamba, Laguna
Tel. Nos. 545-1614; 545-2728; 545-7895; 545-1389; 545-7981; 545-2863
Fax: (049) 545-9752

PROJECT REFERENCE NO. CWD 04-2021

INVITATION TO BID FOR **Supply and Delivery of Various Cast Iron Fittings** (Rebidding)

Item					
No.	Item Description	Qty.	Unit	Unit Cost	Total Amount
1	Gate Valve 50mm (2"),M/M	12	Pcs	6,877.20	82,526.40
2	Gate Valve 75mm (3"),M/M	3	Pcs	10,989.00	32,967.00
3	Gate Valve 100mm (4"),M/M	2	Pcs	13,127.40	26,254.80
4	Gate Valve 75mm (2"),F/F	2	Pcs	9,157.50	18,315.00
5	Gate Valve 100mm (4"),F/F	2	Pcs	12,259.50	24,519.00
6	Gibault 38mm (11/2") for PVC	36	Pcs	995.50	35,838.00
7	Gibault 50mm (2") for PVC	371	Pcs	995.50	369,330.50
8	Gibault 75mm (3") for PVC	72	Pcs	1,255.10	90,367.20
9	Gibault 200mm (8") for PVC	20	Pcs	4,810.30	96,206.00
10	Gibault 300mm (12") for PVC	8	Pcs	10,338.90	82,711.20
11	End Cap 75mm (3"), M/M	2	Pcs	1,006.50	2,013.00
12	Elbow 75mm (3") x 90° M/M	10	Pcs	2,601.50	26,015.00
13	Elbow 75mm (3") x 45° M/M	2	Pcs	2,237.40	4,474.80
14	Elbow 100mm (4") x 45° M/M	2	Pcs	3,636.60	7,273.20
15	Elbow 250mm (10") x 45° M/M	2	Pcs	11,462.00	22,924.00
16	Tee 200mm (8"), M/M	2	Pcs	10,838.30	21,676.60
17	Tee 100mm (4"), M/M	3	Pcs	4,444.00	13,332.00
18	Tee 75mm (3"), M/M	2	Pcs	3,176.80	6,353.60
19	Tee 75mm (3"), M/F	2	Pcs	2,750.00	5,500.00
20	Tee Reducer 100mm x 50mm (4"x2") M/M	2	Pcs	3,520.00	7,040.00
21	Tee Reducer 75mm x 50mm (3"x2") M/M	2	Pcs	2,299.00	4,598.00
22	Sleeve Type Coupling 75mm (3") for GI	6	Pcs	2,055.90	12,335.40
23	Sleeve Type Coupling 100mm (4") for GI	6	Pcs	2,497.00	14,982.00
24	Sleeve Type Coupling 150mm (6") for GI	6	Pcs	3,756.60	22,539.60
25	Sleeve Type Coupling 200mm (8") for GI	6	Pcs	5,847.60	35,085.60

	Sleeve Type Coupling 250mm (10")		_		
26	for GI	6	Pcs	9,658.00	57,948.00
27	Sleeve Type Coupling 300mm (12") for GI	6	Pcs	10,982.40	65,894.40
	Sleeve Type Coupling 75mm (3") for				
28	GI to PVC	6	Pcs	2,055.90	12,335.40
	Sleeve Type Coupling 100mm (4")				
29	for GI to PVC	6	Pcs	2,497.00	14,982.00
30	Sleeve Type Coupling 150mm (6") for GI to PVC	6	Pcs	3,756.60	22,539.60
	Sleeve Type Coupling 200mm (8")				
31	for GI to PVC	6	Pcs	5,847.60	35,085.60
	Sleeve Type Coupling 250mm (10")				
32	for GI to PVC	6	Pcs	9,658.00	57,948.00
	Sleeve Type Coupling 300mm (12")				
33	for GI to PVC	6	Pcs	10,982.40	65,894.40
	Sleeve Type Coupling 100mm (4")				
34	for PVC	48	Pcs	2,497.00	119,856.00
	Sleeve Type Coupling 150mm (6")				
35	for PVC	4	Pcs	3,756.60	15,026.40
	Sleeve Type Coupling 200mm (8")				
36	for PVC	12	Pcs	5,847.60	70,171.20
	Sleeve Type Coupling 250mm (10")				
37	for PVC	20	Pcs	9,658.00	193,160.00
	Sleeve Type Coupling 300mm (12")				
38	for PVC	10	Pcs	10,982.40	109,824.00
39	Adaptor 100mm (4") for ACP M/F	2	Pcs	2,569.60	5,139.20
40	Adaptor 200mm (8") for ACP M/F	2	Pcs	6,011.50	12,023.00
41	Adaptor 100mm (4") for PVC M/F	2	Pcs	2,569.60	5,139.20
	(011) 5 - 0.40 - 4.75				4.0.00.00
42	Adaptor 200mm (8") for PVC M/F	2	Pcs	6,011.50	12,023.00
42	A de de 200 y y /4.211\ \$ y B\ /6.44/5	_	5	12 1 11 00	24 202 60
43	Adaptor 300mm (12") for PVC M/F	2	Pcs	12,141.80	24,283.60
44	Bolt & Nut 1/2 x 4"	100	Pcs	22.00	2,200.00
45	Bolt & Nut 1/2 x 12"	20	Pcs	337.70	6,754.00
46	Bolt & Nut 3/8 x 7" (3")	36	Pcs	220.00	7,920.00
47	Bolt & Nut 3/8 x 7" (4")	16	Pcs	220.00	3,520.00
48	Bolt & Nut 5/8 x 8" (6")	32	Pcs	211.75	6,776.00
49	Bolt & Nut 5/8 x 8" (8")	32	Pcs	211.75	6,776.00
50	Bolt & Nut 5/8 x 8" (10")	24	Pcs	211.75	5,082.00
51	Bolt & Nut 5/8 x 12"	24	Pcs	192.50	4,620.00

52	Rubber Gasket 50mm (2") for F/M	100	Pcs	101.75	10,175.00
53	Rubber Gasket 75mm (3") for F/M	120	Pcs	78.84	9,460.80
54	Rubber Gasket 100mm (4") for F/M	112	Pcs	163.90	18,356.80
55	Rubber Gasket 150mm (6") for F/M	16	Pcs	190.30	3,044.80
56	Rubber Gasket 200mm (8") for F/M	16	Pcs	240.35	3,845.60
30	Rubber Gasket 250mm (10") for	10	r C3	240.33	3,843.00
57	F/M	12	Pcs	498.85	5,986.20
	Rubber Gasket 300mm (12") for				
58	F/M	10	Pcs	591.25	5,912.50
59	Rubber Gasket 75mm (3") for STC	2	Pcs	78.84	157.68
60	Rubber Gasket 100mm (4") for STC	2	Pcs	163.90	327.80
C1	Dubbar Cooket 150mm (C!!) for STC	4	Dee	100 20	761.20
61	Rubber Gasket 150mm (6") for STC	4	Pcs	190.30	761.20
62	Rubber Gasket 200mm (8") for STC	2	Pcs	240.35	480.70
- 02	Rubber Gasket 250mm (10") for		1 65	240.55	400.70
63	STC	2	Pcs	498.85	997.70
	Rubber Gasket 300mm (12") for				
64	STC	8	Pcs	591.25	4,730.00
	Rubber Gasket 200mm (8") for PVC				
65	Adaptor	2	Pcs	240.35	480.70
	Rubber Gasket 300mm (12") for				
66	PVC Adaptor	2	Pcs	591.25	1,182.50
C7	Saddle Clamp 100mm x 25mm (4" x	24	Dee	676 50	16 226 00
67	1")	24	Pcs	676.50	16,236.00
68	Saddle Clamp 250mm x 50mm (10" x 2")	25	Pcs	2,244.00	56,100.00
	Saddle Clamp 50mm x 25mm (2" x			_,_ : 1.00	30,200.00
69	1")	72	Pcs	269.50	19,404.00
	Saddle Clamp 75mm x 25mm (3" x				
70	1")	36	Pcs	415.80	14,968.80
71	Valve Box Cover with Chamber	3	Units	865.39	2,596.17
72	50mm (2") Brass Angle Hydrant	4	Units	10,862.50	43,450.00
73	75mm (3") Head	1	Unit	11,948.75	11,948.75
74	150mm (6") Gate Valve, M/M	2	Units	24,108.70	48,217.40
75	300mm (12") Tee, M/M	2	Units	25,627.80	51,255.60
76	Air Release Valve 19mm - 3/4"	5	Units	24,458.50	122,292.50
77	Air Release Valve 50mm - 2"	5	Units	30,228.00	151,140.00

78	100mm (4") Fire Hydrant	2	Units	29,345.80	58,691.60
79	150mm (6") Fire Hydrant	2	Units	36,910.50	73,821.00

Approved Budget for the Contract Php 2,744,120.70

- 1. The *CALAMBA WATER DISTRICT*, through the *General Fund 2021* intends to apply the sum of *Two Million Seven Hundred Forty-Four Thousand One Hundred Twenty Pesos and 70/100 (Php 2,744,120.70)* being the ABC to payments under the contract for *Supply and Delivery of Various Cast Iron Fittings (Rebidding)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *CALAMBA WATER DISTRICT* now invites bids for the above Procurement Project. Delivery of the Goods is required by *One (1) to Four (4) Weeks upon receipt of Purchase Order*. Bidders should have completed, within *one (1) year* 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 *CALAMBA WATER DISTRICT BAC* and inspect the Bidding Documents at the address given below during *Monday thru Friday, from 8:00AM to 5:00PM*.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on January 18, 2021 up to 04:00pm of February 16, 2021 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 Only (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
- 6. The *CALAMBA WATER DISTRICT* will hold a Pre-Bid Conference¹ on *February 04*, 2021, 04:00pm at 2nd Floor of CWD's Warehouse Building, Lakeview Subdivision, Barangay Halang Calamba 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 *04:00pm of February 16, 2021*. Late bids shall not be accepted.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

- 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 *February 16, 2021, 04:00pm* at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. Calamba Water District shall not be held liable for any expenses incurred by the bidders arising from their bid nor from erroneous interpretations or conclusion by the prospective or eligible bidder out of the data furnished.
- 11. The *CALAMBA 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.
- 12. For further information, please refer to:

MR. RONNIE G. SIERVA
CALAMBA WATER DISTRICT
Lakeview Subdivision, Barangay Halang Calamba City, Laguna
(049) 545-1614, 545-2863 Local 213 and 203: (049) 502-7108, 0917-593-6447
cwd_bac@yahoo.com
(049) 502-7108
cwd.com.ph

13. You may visit the following websites:

For downloading of Bidding Documents: cwd.com.ph

January 18, 2021	
	ENGR. JOSELITO A. GILLERA
	BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *CALAMBA WATER DISTRICT* wishes to receive Bids for the *Supply and Delivery of Various Cast Iron Fittings (Rebidding)*, with identification number *CWD 04-2021*.

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 *General Fund* 2021 in the amount of *Two Million Seven Hundred Forty-Four Thousand One Hundred Twenty Pesos and 70/100 (Php 2,744,120.70)*.
- 2.2. The source of funding is:

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 Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address 2nd Floor of CWD's Warehouse Building, Lakeview Subdivision, Barangay Halang Calamba City as indicated in paragraph 6 of the IB.

To reduce the risks and hazards of community transmission of COVID-19, only ONE (1) representative per supplier will be allowed to attend the pre-bid conference.

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 *One* (1) *Year* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

- i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
- ii. The cost of all customs duties and sales and other taxes already paid or payable;
- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- iv. The price of other (incidental) services, if any, listed in e.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

13. Bid and Payment Currencies

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

14.2. The Bid and bid security shall be valid until *May 17*, *2021*. 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 BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall

consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII** (**Technical Specifications**), although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Cast Iron Fittings
	b. completed within <i>One (1) Year</i> prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed
10.1	Notarization of the required documents shall comply with the 2004 Rules on Notarial Practice which limits competent evidence of identity to the following:
	(i) identification documents issued by an official agency bearing the photograph and signature of the individual (i.e., passport, driver's license, SSS ID, GSIS e-card etc.); and
	(ii) the oath of affirmation of one credible witness not privy to the instrument, document or transaction who is personally known to the notary public and who personally knows the individual and shows to the notary public documentary identification.
	In the interest of safeguarding the public's health in view of the COVID-19 pandemic, notarization of the required documents is allowed through videoconferencing in cases where notary public holds office in an area under community quarantine in accordance with the Supreme Court issuance on interim Rules on notarization of documents, SC A.M. No. 20-07-04-SC (2020 Interim Rules on Remote Notarization or Paper Documents).
	In case of Unnotarized Omnibus Sworn Statement, it shall be accepted, provided that the notarized Omnibus Sworn Statement shall be submitted after award of contract but before payment in accordance with item 6.3 of GPPB Resolution No. 09-2020.
12	The price of the Goods shall be quoted DDP <i>Calamba City</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:
	a. The amount of not less than <i>Php 54,882.41</i> [<i>Indicate the amount equivalent to two percent (2%) of ABC]</i> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or

	b. The amount of not less than <i>Php 137,206.04</i> [Indicate the amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.
19.3	No further instruction
20.2	The Lowest Calculated Bid shall submit ALL of the following post-qualification requirements:
	1. Photocopy of Single Largest Completed Contract or Purchase Order, which should be signed by both parties.
	 The corresponding proof of completion, which could either be: i. Certificate of final acceptance/completion from the bidder's client; or
	ii. Official receipt of sales invoice of the bidder covering the full amount of the contract
	3. Latest income and business tax returns, filed and paid thought the electronic filing and payments system (EFPS), consisting of the following: i. 2019 income tax return with proof of payment; and ii. VAT returns (form 2550M and 2550Q) or Percentage Tax Returns (2551M) covering the months from July to December 2020, or August 2020 to January 2021 with payment confirmation.
	4. Present and Previous Supplier of Calamba Water District must secure a Certificate of Completion on the Delivery of Contract for Goods within Five (5) Years if applicable.
	5. Copy of Attorney's Roll Numbers who notarized the documents including the address and telephone numbers of Notary Public if there is any.
	6. Notarized authorization to the Calamba Water District-Bid and Awards Committee, Technical Working Group for the verification of the following at the BIR Office (Regional Office) attached with photocopy of two (2) valid Identification Cards with signature of the signatory;
	• Latest Income and Business Tax Return (VAT Payment) within the last six months preceding the date of bid submission, and
	Payment Confirmation
21.2	Documents for CWD Legal Counsel to be submitted by the Lowest Calculated and Responsive Bid
	(For Corporation)
	1. Secretary's Certificate (for authorized signatory)

- 2. Board Resolution Duly Notarized (for authorized signatory)
- 3. Incumbent Officers to be Certified by the Corporate Secretary
- 4. Latest General Information Sheet (GIS)
- 5. Articles of Incorporation
- 6. By Laws
- 7. Two (2) Valid Government Issued ID's (for authorized signatory)

(For Single Proprietorship)

- 1. Special Power of Attorney for the authorized representative of the owner
- 2. Two (2) Valid Government Issued ID's of the owner and the authorized representative

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

- 6.1. 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.
- 6.2. 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				
	Delivery and Documents –			
	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:			
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."			
	[For Goods supplied from within the Philippines, state:] The delivery terms applicable to this Contract are delivered in Calamba 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.			
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).			
	For purposes of this Clause the Procuring Entity's Representative at the Projec Site is <i>Ms. Remedios L. Marfori – Administrative Services Division Manager</i>			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	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, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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

Transportation -

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

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. 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. 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. **Intellectual Property Rights –** 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. 2.2 "The terms of payment shall be as follows: Thirty (30) days upon acceptance of the delivery of goods/services." 4 The inspection and approval as to the acceptability of the Goods vis-à-vis its compliance with the technical specifications will be done with prior notice, written or verbal, to the authorized representative of the Supplier. The inspection will push through as scheduled even in the absence of the Supplier's representative, of the latter was duly notified. In which case, the result of the inspection conducted by the Procuring Entity shall be final an binding upon the Supplier.

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	Unit	Delivered, Weeks/Months
1	Gate Valve 50mm (2"),M/M	12	Pcs	
2	Gate Valve 75mm (3"),M/M	3	Pcs	
3	Gate Valve 100mm (4"),M/M	2	Pcs	
4	Gate Valve 75mm (2"),F/F	2	Pcs	
5	Gate Valve 100mm (4"),F/F	2	Pcs	
6	Gibault 38mm (11/2") for PVC	36	Pcs	
7	Gibault 50mm (2") for PVC	371	Pcs	
8	Gibault 75mm (3") for PVC	72	Pcs	
9	Gibault 200mm (8") for PVC	20	Pcs	
10	Gibault 300mm (12") for PVC	8	Pcs	
11	End Cap 75mm (3"), M/M	2	Pcs	
12	Elbow 75mm (3") x 90° M/M	10	Pcs	
13	Elbow 75mm (3") x 45° M/M	2	Pcs	
14	Elbow 100mm (4") x 45° M/M	2	Pcs	
	Elbow 250mm (10") x 45°			Within
15	M/M	2	Pcs	
16	Tee 200mm (8"), M/M	2	Pcs	One (1) to
17	Tee 100mm (4"), M/M	3	Pcs	Four (4)
18	Tee 75mm (3"), M/M	2	Pcs	Weeks
19	Tee 75mm (3"), M/F	2	Pcs	
	Tee Reducer 100mm x 50mm			Upon
20	(4"x2") M/M	2	Pcs	Receipt of
21	Tee Reducer 75mm x 50mm (3"x2") M/M	2	Pcs	Purchase
22	Sleeve Type Coupling 75mm (3") for GI	6	Pcs	Order
23	Sleeve Type Coupling 100mm (4") for GI	6	Pcs	
24	Sleeve Type Coupling 150mm (6") for GI	6	Pcs	
25	Sleeve Type Coupling 200mm (8") for GI	6	Pcs	
26	Sleeve Type Coupling 250mm (10") for GI	6	Pcs	
27	Sleeve Type Coupling 300mm (12") for GI	6	Pcs	
28	Sleeve Type Coupling 75mm (3") for GI to PVC	6	Pcs	
29	Sleeve Type Coupling 100mm (4") for GI to PVC	6	Pcs	

	Sleeve Type Coupling 150mm		
30	(6") for GI to PVC	6	Pcs
	Sleeve Type Coupling 200mm		
31	(8") for GI to PVC	6	Pcs
_	Sleeve Type Coupling 250mm	-	
32	(10") for GI to PVC	6	Pcs
- 52	Sleeve Type Coupling 300mm	Ŭ	1 65
33	(12") for GI to PVC	6	Pcs
33		0	r cs
2.4	Sleeve Type Coupling 100mm	40	Des
34	(4") for PVC	48	Pcs
	Sleeve Type Coupling 150mm	_	_
35	(6") for PVC	4	Pcs
	Sleeve Type Coupling 200mm		
36	(8") for PVC	12	Pcs
	Sleeve Type Coupling 250mm		
37	(10") for PVC	20	Pcs
	Sleeve Type Coupling 300mm		
38	(12") for PVC	10	Pcs
	Adaptor 100mm (4") for ACP		
39	M/F	2	Pcs
	Adaptor 200mm (8") for ACP		
40	M/F	2	Pcs
70	Adaptor 100mm (4") for PVC		1 63
11	• • • • • • • • • • • • • • • • • • • •	2	Doc
41	M/F	2	Pcs
42	Adaptor 200mm (8") for PVC	_	D
42	M/F	2	Pcs
	Adaptor 300mm (12") for PVC	_	_
43	M/F	2	Pcs
44	Bolt & Nut 1/2 x 4"	100	Pcs
45	Bolt & Nut 1/2 x 12"	20	Pcs
46	Bolt & Nut 3/8 x 7" (3")	36	Pcs
47	Bolt & Nut 3/8 x 7" (4")	16	Pcs
48	Bolt & Nut 5/8 x 8" (6")	32	Pcs
49	Bolt & Nut 5/8 x 8" (8")	32	Pcs
50	Bolt & Nut 5/8 x 8" (10")	24	Pcs
51	Bolt & Nut 5/8 x 12"	24	Pcs
JI	· ·	24	1 63
E 2	Rubber Gasket 50mm (2") for	100	Doc
52	F/M	100	Pcs
	Rubber Gasket 75mm (3") for	425	
53	F/M	120	Pcs
	Rubber Gasket 100mm (4")		
54	for F/M	112	Pcs
	Rubber Gasket 150mm (6")		
55	for F/M	16	Pcs
	Rubber Gasket 200mm (8")		
56	for F/M	16	Pcs
	Rubber Gasket 250mm (10")		
57	for F/M	12	Pcs
٠,	Rubber Gasket 300mm (12")		
58	for F/M	10	Doc
٥٥	IUI F/IVI	10	Pcs

	Rubber Gasket 75mm (3") for		
59	STC	2	Pcs
	Rubber Gasket 100mm (4")		
60	for STC	2	Pcs
	Rubber Gasket 150mm (6")		
61	for STC	4	Pcs
	Rubber Gasket 200mm (8")		
62	for STC	2	Pcs
	Rubber Gasket 250mm (10")		
63	for STC	2	Pcs
	Rubber Gasket 300mm (12")		
64	for STC	8	Pcs
	Rubber Gasket 200mm (8")		
65	for PVC Adaptor	2	Pcs
	Rubber Gasket 300mm (12")		
66	for PVC Adaptor	2	Pcs
	Saddle Clamp 100mm x		
67	25mm (4" x 1")	24	Pcs
	Saddle Clamp 250mm x		
68	50mm (10" x 2")	25	Pcs
	Saddle Clamp 50mm x 25mm		
69	(2" x 1")	72	Pcs
	Saddle Clamp 75mm x 25mm		
70	(3" x 1")	36	Pcs
	Valve Box Cover with		
71	Chamber	3	Units
	50mm (2") Brass Angle		
72	Hydrant	4	Units
73	75mm (3") Head	1	Unit
74	150mm (6") Gate Valve, M/M	2	Units
75	300mm (12") Tee, M/M	2	Units
	Air Release Valve 19mm -		
76	3/4"	5	Units
77	Air Release Valve 50mm - 2"	5	Units
78	100mm (4") Fire Hydrant	2	Units
79	150mm (6") Fire Hydrant	2	Units

Section VII. Technical Specifications

(please see attached separate document)

Technical Specifications

Item	Specification	Statement of Compliance
		[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.]

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

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

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

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

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Leg	gal Do	cuments
	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	(b)	Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
	(c)	And Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; And
	(d)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
Tec	chnica	d Documents
	(e)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
	(f)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
	(g)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
	(h)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
	(i)	Original duly signed Omnibus Sworn Statement (OSS); and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
Fin	ancia	<u>l Documents</u>
	(j)	The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
	(k)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

			or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
			Class "B" Documents
		(1)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
			<u>or</u>
			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.	FIN	ANC	IAL COMPONENT ENVELOPE
		(m)	Original of duly signed and accomplished Financial Bid Form; and
		(n)	Original of duly signed and accomplished Price Schedule(s).
	Oth	er do	cumentary requirements under RA No. 9184 (as applicable)
			[For foreign bidders claiming by reason of their country's extension of
		, ,	reciprocal rights to Filipinos] Certification from the relevant government
			office of their country stating that Filipinos are allowed to participate in
			government procurement activities for the same item or product.
		(p)	
	_	11/	Bidder or Domestic Entity.