Republic of the Philippines
Metro Roxas Water District
MRWD Blg., Km. 1, Roxas City 5800, Philippines
Tel. # (036) 6210-737/ 6210-044/ 6215-474
Telefax # (036) 6217-492

BIDS AND AWARDS COMMITTEE

INVITATION TO BID

No. 064-2022

The **METRO ROXAS WATER DISTRICT (MRWD)**, through its Bids and Awards Committee (BAC), invites Manufacturers/Suppliers/Distributors to apply for eligibility and to bid for the hereunder project:

Name of Project: **CONTRACT FOR THE SUPPLY AND DELIVERY OF VARIOUS CONSTRUCTION MATERIALS FOR THE CONSTRUCTION OF MULTI-PURPOSE COVERED GYM**
Location of Project: **MRWD BLDG., KM. 1, ROXAS CITY**
Place of Delivery: **MRWD BLDG., KM. 1, ROXAS CITY**
Brief Description: **SUPPLY AND DELIVERY OF VARIOUS CONSTRUCTION MATERIALS FOR THE CONSTRUCTION OF MULTI-PURPOSE COVERED GYM**
Approved Budget for the Contract (ABC): **Php2,087,547.66**
Source of Funds: **MRWD CORPORATE BUDGET FOR FISCAL YEAR 2022**
Mode of Procurement: **PUBLIC BIDDING**
Delivery of Goods: **WITHIN FIFTEEN (15) CALENDAR DAYS FROM RECEIPT OF CONTRACT, PURCHASE ORDER AND NOTICE TO PROCEED**

The Eligibility Check/ Screening as well as the Preliminary Examination of Bids shall use non-discretionary "pass/ fail" criteria. Bid Evaluation and Post-qualification will also be conducted to determine the responsiveness of the Lowest Calculated Bidder (LCB).

All particulars relative to Eligibility Statement and Screening, Bid Security, Performance Security, Evaluation of Bids, Post-Qualification and Award of Contract shall be governed by the pertinent provisions of R.A. 9184 and its Revised Implementing Rules and Regulations (IRR).

The schedule of activities is listed, as follows:

Activities	***Schedule***
1. Advertisement	August 13-20, 2022
2. Issuance of the Bidding Documents	August 13, 2022 - until 8:45 AM of September 5, 2022
3. Pre-bid Conference *(Hybrid Meeting)*	August 22, 2022 at 9:00 A.M.
4. Deadline for the Submission, Opening of Bids, Pre-qualification, and Evaluation of Bids	September 5, 2022 at 9:00 A.M.
5. Post-qualification of Bids	September 6-7, 2022

The Bid Documents will be available to prospective Bidders from the address stated below only upon payment of a non-refundable amount of Five Thousand Pesos (Php5,000.00). The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative. Accreditation fee is required to interested bidder/s of a non-refundable amount of One Thousand Pesos (Php1,000.00).

It is highly recommended that interested bidder/s should attend the Pre-bid Conference in order to avail all the necessary information of the bidding at hand and be guided with the preparation of the Technical and Financial components of the contract.

A bidder must have at least one (1) single largest completed contract equivalent to or at least twenty-five percent (25%) of the ABC for the last two (2) years which is similar in nature to the services being offered.

The MRWD assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bid. The MRWD also reserves the right to accept or reject any bid, to declare the bidding a failure, not to award the contract, without thereby incurring any liability to the affected bidders. Furthermore, the MRWD reserves the right to waive any minor defects or informality and to accept the proposal most advantageous to the District.

All bidders are requested to download in the Philippine Government Electronic Procurement System (PhilGEPS) the invitation to bid and the bidding documents, in compliance with Section 37.1.6 of the Revised Implementing Rules and Regulation (IRR) of R.A. No. 9184 for the posting of Notice to Award.

(Originally Signed)
TERESITA A. DELOTAVO
Chairperson

Address: **Metro Roxas Water District**
MRWD Bldg., Km. 1, Roxas City, Capiz

Contact Person: **Marjorie A. Dela Cruz**
Head, BAC Secretariat
Tel. No. (036) 6210-737 or 6210-044 Local No. 125
TeleFax No. (036) 6217-492; 6217-382
Email Address: marjorie.delacruz@metroroxaswd.gov.ph
Place(s) of Publication: PhilGEPS and MRWD Websites (http://metroroxaswd.gov.ph), and BAC Bulletin Board

PHILIPPINE BIDDING DOCUMENTS

Contract on the Supply and Delivery of Various Construction Materials for the Construction of Multi-Purpose Covered Gym

ITB 064-2022

FOR

METRO ROXAS WATER DISTRICT

August 13, 2022

Sixth Edition
July 2020

Preface

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

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

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

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

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Metro Roxas Water District
Km. 1, Roxas City, Capiz

INVITATION TO BID FOR THE

Contract on the Supply and Delivery of Various Construction Materials for the Construction of Multi-Purpose Covered Gym

1. The ***METRO ROXAS WATER DISTRICT***, through the ***Corporate Budget for Fiscal Year 2022*** intends to apply the sum of ***Two Million Eighty-Seven Thousand Five Hundred Forty-Seven and 66/100 Pesos (₱2,087,547.66)*** being the ABC to payments under the contract for ***the Supply and Delivery of Various Construction Materials for the Construction of Multi-Purpose Covered Gym/ITB No. 064-2022***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The ***METRO ROXAS WATER DISTRICT*** now invites bids for the above Procurement Project. Delivery of the Goods is required within ***Fifteen (15) calendar days from receipt of Contract, Purchase Order (PO), and Notice to Proceed (NTP)***. Bidders should have completed, within ***two (2) 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.

   a. *[Select this paragraph if conditions (a), (c), and (d) under Section 23.4.1.2 of the 2016 revised IRR of RA No. 9184 do not exist:]* 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 ***METRO ROXAS WATER DISTRICT*** and inspect the Bidding Documents at the address given below during ***8:00 AM to 4:00 PM from Mondays to Fridays except holidays***.

5. A complete set of Bidding Documents may be acquired by interested Bidders on ***August 13, 2022 until 8:45 A.M. of September 5, 2022*** from the given address and website(s) below and upon payment of the applicable fee in the amount of ***Five Thousand Pesos (₱5,000.00).*** The Procuring Entity shall allow the bidder to present its proof of payment for the fees.

6. The ***METRO ROXAS WATER DISTRICT*** will hold a Pre-Bid Conference[1] on ***August 22, 2022***, ***9:00AM*** at ***BAC Office, 1st Floor, MRWD Bldg., Km. 1, Roxas 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 ***September 5, 2022 at 9:00 AM***. 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 ***September 5, 2022 at 9:00 AM*** at the given address below at ***BAC Office, 1st Floor, MRWD Bldg., Km. 1, Roxas City.*** Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

Activities	***Schedule***
1. Advertisement	August 13-20, 2022
2. Issuance of the Bidding Documents	August 13, 2022– until 8:45 AM of September 5, 2022
3. Pre-Bid Conference	August 22, 2022 at 9:00 A.M.
4.Deadline for the Submission, Opening of Bids, Pre-qualification, and Evaluation of Bids	September 5, 2022 at 9:00 A.M.
5. Post-qualification of Bids	September 6-7, 2022

10. *[Insert such other necessary information deemed relevant by the Procuring Entity such as the use of a back-up data or cloud storage for large files uploaded for online bid submissions]*

11. The ***METRO ROXAS 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:

    MARJORIE A. DELA CRUZ
    Head, BAC Secretariat
    METRO ROXAS WATER DISTRICT
    MRWD Bldg., Km. 1, Roxas City
    Tel. Nos. (036) 6210-044 or (036) 6210-737 Local No.125
    Tele Fax No. (036) 6217-492 or 6217-382
    marjorie.delacruz@metroroxaswd.gov.ph***; metroroxaswd@gmail.com***

13. You may visit the following websites:

[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.

For downloading of Bidding Documents: metroroxaswd.gov.ph

[August 13, 2022]

(Originally Signed)

TERESITA A. DELOTAVO
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, ***METRO ROXAS WATER DISTRICT*** wishes to receive Bids for the ***Contract on the Supply and Delivery of Various Construction Materials for the Construction of Multi-Purpose Covered Gym*** with identification number ***ITB 064-2022***.

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 ***Corporate Budget for Fiscal Year 2022*** in the amount of ***Two Million Eighty-Seven Thousand Five Hundred Forty-Seven and 66/100 Pesos (₱2,087,547.66).*** The source of funding is:

a. 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. *[Select one, delete other/s]*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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

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

6. Origin of Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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 ***August 22, 2022, 9:00AM*** at ***BAC Office, 1st Floor, MRWD Bldg., Km. 1, Roxas City*** as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***two (2) years*** prior to the deadline for the submission and receipt of bids.

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

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

11.6.

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).**

12.2. *[Include if Framework Agreement will be used:]* For Framework Agreement, the following should also apply in addition to Clause 12.1:

a. For a single year Framework Agreement, the prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

b. For a multi-year Framework Agreement, the prices quoted by the Bidder during submission of eligibility documents shall be the ceiling and the price quoted during mini-competition must not exceed the initial price offer. The price quoted during call for mini-competition shall be fixed during the Bidder's performance of that Call-off and not subject to variation or escalation on any account. Price schedules required under Clause 12.1 shall be submitted with the bidding documents.

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation,

Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] 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 ***January 3, 2023.*** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

14.3. *[Include if Framework Agreement will be used:]* In the case of Framework Agreement, other than the grounds for forfeiture under the 2016 revised IRR, the bid security may also be forfeited if the successful bidder fails to sign the Framework Agreement, or fails to furnish the performance security or performance securing declaration. Without prejudice on its forfeiture, bid securities shall be returned only after the posting of performance security or performance securing declaration, as the case may be, by the winning Bidder or compliant Bidders and the signing of the Framework Agreement.

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

[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.

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.**

16.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, the submission of bids shall be for the initial evaluation of their technical and financial eligibility. Thereafter, those declared eligible during the said initial eligibility evaluation and entered into a Framework Agreement with the Procuring Entity shall submit anew their best financial offer at the address and on or before the date and time indicated in the Call for each mini-competition.

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.

18.2. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, determination of margin of preference shall be conducted every call for Mini-Competition.

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.

[Include the following options if Framework Agreement will be used:]

a. In the case of single-year Framework Agreement, the Lowest Calculated Bid shall be determined outright after the detailed evaluation;

b. For multi-year Framework Agreement, the determination of the eligibility and the compliance of bidders with the technical and financial aspects of the projects shall be initially made by the BAC, in accordance with Item 7.4.2 of the Guidelines on the Use of Framework Agreement.

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:

Option 1 – 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. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, {*[Include if Framework Agreement will be used:]* or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted

bids that are found to be technically and financially compliant,}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**. {*[Include if Framework Agreement will be used:]* For every mini-competition in Framework Agreement, the LCB shall likewise submit the required documents for final Post Qualification.}

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. ***For this purpose, similar contracts shall refer to related goods of the same nature and complexity as those which are the subject of the public bidding concerned.*** b. completed within ***two (2) years*** prior to the deadline for the submission and receipt of bids.
7.1	*Sub Contracting is not allowed.*
12	The price of the Goods shall be quoted DDP ***MRWD Bldg., Km. 1, Roxas City, Capiz*** 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: 1. The amount of not less than ***Forty-One Thousand Seven Hundred Fifty Pesos and 95/100 [₱41,750.95], 2% of ABC,*** if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than ***One Hundred Four Thousand Three Hundred Seventy-Seven Pesos and 38/100 [₱104,377.38], 5% of ABC***, if bid security is in Surety Bond;
19.3	***Contract on the Supply and Delivery of Various Construction Materials for the Construction of Multi-Purpose Covered Gym with an Approved Budget for the Contract of Two Million Eighty-Seven Thousand Five Hundred Forty-Seven and 66/100 Pesos (₱2,087,547.66).***
20.2	*No Further Instruction*
21.2	*No Further Instruction*

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**.

[Include the following clauses if Framework Agreement will be used:]

2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.

2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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 *{[Include if Framework Agreement will be used:]* or Framework Agreement*}* 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

Special Conditions of Contract

GCC Clause	
1	*[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]* **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 ***MRWD Bldg., Km.1, Roxas City***. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered ***MRWD Bldg., Km.1, Roxas 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 Project Site is *MRWD Inspectorate Team, Head of Property Supply and Procurement Division and its duly Authorized Representative, Internal Control Officer and Requesting Unit Representative.* **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. f. *[Specify additional incidental service requirements, as needed.]* 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. **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and b. in the event of termination of production of the spare parts: i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of ***five (5) years.*** Spare parts or components shall be supplied as promptly as possible, but in any case, within ***one (1) month*** of placing the order.

	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 per ***delivery after Inspection and Final Acceptance."***
4	The inspections and tests that will be conducted are: The inspections and tests that will be conducted are: *[Indicate the applicable inspections and tests]*

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	Washed Gravel ¾”	Seventy-Six (76) Cubic Meter	Seventy-Six (76) Cubic Meter	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
2	Washed Sand	Thirty-Eight (38) Cubic Meter	Thirty-Eight (38) Cubic Meter	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
3	Portland Cement (Type 1)	Seven Hundred Sixty (760) Bags	Seven Hundred Sixty (760) Bags	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
4	16mmØ x 6.0m RSB	Two Hundred (200) Pieces	Two Hundred (200) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
5	10mmØ x 6.0m RSB	Four Hundred Ninety-Eight (498) Pieces	Four Hundred Ninety-Eight (498) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
6	#16 G.I Tie Wire (30kg/roll)	Six (6) Rolls	Six (6) Rolls	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
7	3/8” thk. x 4’ x 8’ Marine Plywood	Twenty (20) Pieces	Twenty (20) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
8	2” x 2” x 10’ Rough Lumber	Two Hundred (200) Pieces	Two Hundred (200) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed

9	2” x 3” x 10’ Rough Lumber	One Hundred Fifty (150) Pieces	One Hundred Fifty (150) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
10	1 ½” C.W. Nails	Three (3) Kilograms	Three (3) Kilograms	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
11	2 ½” C.W. Nails	Six (6) Kilograms	Six (6) Kilograms	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
12	4” C.W. Nails	Twenty (20) Kilograms	Twenty (20) Kilograms	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
13	4” Ø Bamboo	Fifty (50) Pieces	Fifty (50) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
14	5mm thk x 2” x 2” x 6.0m Angle Bar	One Hundred Twelve (112) Pieces	One Hundred Twelve (112) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
15	5mm thk x 1 ½” x 1 ½ “x 6.0m Angle Bar	One Hundred Twelve (112) Pieces	One Hundred Twelve (112) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
16	16mmØ x 6.0m Plain Round Bar	Fifty-Four (54) Pieces	Fifty-Four (54) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
17	12mmØ x 6.0m Plain Round Bar	Thirty-Five (35) Pieces	Thirty-Five (35) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed

18	3/16” thk x 1” x 1” x 6.0m Angle Bar	Sixty (60) Pieces	Sixty (60) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
19	16mmØ Turn Buckle	Forty (40) Pieces	Forty (40) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
20	1.5mm x 2” x 6” x 6.0m C-Purlins (G.I)	Two Hundred Thirteen (213) Pieces	Two Hundred Thirteen (213) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
21	Epoxy Paint w/ Catalyst (Grey)	Twenty-Four (24) Gallons	Twenty-Four (24) Gallons	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
22	Lacquer Thinner	Six (6) Gallons	Six (6) Gallons	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
23	4” Baby Roller	Six (6) Pieces	Six (6) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
24	2 ½” Paint Brush	Ten (10) Pieces	Ten (10) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
25	Steel Brush (Standard)	Six (6) Pieces	Six (6) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
26	1/8” Ø Welding Rod (20kg/box)	Six (6) Boxes	Six (6) Boxes	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed

27	4” Ø Cut-off Disc (10pc/box)	Four (4) Boxes	Four (4) Boxes	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
28	14” Ø Cut-off Wheel	Ten (10) Pieces	Ten (10) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
29	0.50mm x 1.090m x 10.90m Pre-Painted Corrugated GI Sheet (Blue)	Seven Hundred Nineteen (719) Pieces	Seven Hundred Nineteen (719) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
30	0.50mm x 0.45m x 2.44m Pre-Painted Ridge Roll (Blue)	Fifteen (15) Pieces	Fifteen (15) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
31	0.50mm x 0.304m x 2.44m Pre-Painted End Flushing (Blue)	Forty-Four (44) Pieces	Forty-Four (44) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
32	0.50mm x 0.60m x 2.44m Pre-Painted GI Gutter (Blue)	Thirty (30) Pieces	Thirty (30) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
33	0.50mm x 0.304m x 2.44m Pre-Painted Facia Cover (White)	Seventy-Four (74) Pieces	Seventy-Four (74) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
34	10mm thk Double Insulation	Fifteen (15) Rolls	Fifteen (15) Rolls	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed order and Notice to Proceed
35	50mm Tek Screw (Steel)	Seven Thousand Eight Hundred Fifty-Four (7,854) Pieces	Seven Thousand Eight Hundred Fifty-Four (7,854) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed

36	5/32” Ø x ½” Blind Rivets	Two (2) Boxes	Two (2) Boxes	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
37	5/32” Ø Drill Bit (Steel)	Twelve (12) Pieces	Twelve (12) Pieces	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
38	Roof Sealant (Color Less)	One (1) Gallon	One (1) Gallon	Within 15 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed

[Use this form for Framework Agreement:]

Framework Agreement List

Limited to repeatedly required goods and services that are identified to be necessary and desirable, but, by its nature, use or characteristic, the quantity and/ or exact time of need cannot be accurately pre-determined and are not advisable to be carried in stock.

Prepared by the End-User, attached to the APP and submitted to the BAC for the approval of the HOPE.

FRAMEWORK AGREEMENT LIST (AGENCY)				
Item / Service Type and nature of each item/service		***Cost per item or service***	***Maximum Quantity***	***Total Cost per Item***
TOTAL (Approved Budget for the Contract)				
Expected delivery timeframe after receipt of a Call-Off.		*Within [no. of days] calendar days upon issuance of Call-off .*		
Remarks		*Indicate here any other appropriate information as may be necessary.*		
SIGNATURE OVER PRINTED NAME		***POSITION***	***DEPARTMENT/DIVISION***	

Section VII. Technical Specifications

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.]
1	Washed Gravel ¾"	
2	Washed Sand	
3	Portland Cement (Type 1)	
4	16mmØ x 6.0m RSB	

5	10mmØ x 6.0m RSB	
6	#16 G.I Tie Wire (30kg/roll)	
7	3/8” thk. x 4’ x 8’ Marine Plywood	
8	2” x 2” x 10’ Rough Lumber	
9	2” x 3” x 10’ Rough Lumber	
10	1 ½” C.W. Nails	
11	2 ½” C.W. Nails	
12	4” C.W. Nails	
13	4” Ø Bamboo	
14	5mm thk x 2” x 2” x 6.0m Angle Bar	
15	5mm thk x 1 ½” x 1 ½ “x 6.0m Angle Bar	
16	16mmØ x 6.0m Plain Round Bar	
17	12mmØ x 6.0m Plain Round Bar	
18	3/16” thk x 1” x 1” x 6.0m Angle Bar	

19	16mmØ Turn Buckle	
20	1.5mm x 2” x 6” x 6.0m C-Purlins (G.I)	
21	Epoxy Paint w/ Catalyst (Grey)	
22	Lacquer Thinner	
23	4” Baby Roller	
24	2 ½” Paint Brush	
25	Steel Brush (Standard)	
26	1/8” Ø Welding Rod (20kg/box)	
27	4” Ø Cut-off Disc (10pc/box)	
28	14” Ø Cut-off Wheel	
29	0.50mm x 1.090m x 10.90m Pre-Painted Corrugated GI Sheet (Blue)	
30	0.50mm x 0.45m x 2.44m Pre-Painted Ridge Roll (Blue)	
31	0.50mm x 0.304m x 2.44m Pre-Painted End Flushing (Blue)	

32	0.50mm x 0.60m x 2.44m Pre-Painted GI Gutter (Blue)	
33	0.50mm x 0.304m x 2.44m Pre-Painted Facia Cover (White)	
34	10mm thk Double Insulation	
35	50mm Tek Screw (Steel)	
36	5/32” Ø x ½” Blind Rivets	
37	5/32” Ø Drill Bit (Steel)	
38	Roof Sealant (Color Less)	

Technical Specifications

TECHNICAL SPECIFICATIONS			
Item / Service	***Maximum Quantity***	***Technical Specifications / Scope of Work***	***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.]

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);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (f) 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**

☐ (g) 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**

☐ (h) 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**

☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (j) 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

☐ (k) 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**

☐ (l) 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

☐ (m) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

☐ (n) *[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.

☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

☐ (a) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (b) Original of duly signed and accomplished Price Schedule(s).

Republic of the Philippines

gpb

Government Procurement Policy Board

Republic of the Philippines
METRO ROXAS WATER DISTRICT
MRWD Bldg., Km. 1, Roxas City 5800, Philippines

BIDS & AWARDS COMMITTEE

Checklist of Requirements for Bidders

ELIGIBILITY & TECHNICAL REQUIREMENTS (TECHNICAL ENVELOPE), AND FINANCIAL REQUIREMENTS (FINANCIAL ENVELOPE) FOR THE PROCUREMENT OF GOODS IN ACCORDANCE TO THE REVISED IMPLEMENTING RULES AND REGULATIONS (IRR) OF R. A. 9184

Name of Project: **Contract for the Supply and Delivery of Various Construction Materials for the Construction of Multi-Purpose Covered Gym**
Total Approved Budget for the Contract: **Php 2,087,547.66**
Pre-Bid Conference: **August 22, 2022 at 9:00 A.M.** *(Hybrid Meeting)*
Deadline for the Submission and Opening of Bids: **September 5, 2022 at 9:00 A.M. (MRWD Bundy Clock)**
Delivery Period: **Within 15 Calendar Days from receipt of Contract, Purchase Order and Notice to Proceed**
Payment Period: **Within 30 Calendar Days after Inspection and Final Acceptance**

First Envelope (Technical Proposal)

ELIGIBILITY REQUIREMENTS:

Class "A" Documents

Legal Document

1. Valid PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR Pursuant to GPPB Resolution No. 15-2021 dated October 14, 2021, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;

2. Valid Registration Certificate from Security and Exchange Commission (SEC) for corporation and partnership, Department of Trade and Industry (DTI) for sole proprietorship; Cooperative Development Authority (CDA) for cooperatives; or any proof of registration with Articles of Incorporation, Partnership, whichever is applicable and appropriate including amendments thereto, under existing laws of the Philippines;

3. Valid Mayor's Permit/Municipal License issued by the city or municipality where the principal place of business of prospective bidder is located;

4. Valid Tax clearance per E.O. 398, s.2005, as finally reviewed and approved by the BIR (GPPB Res.21-203, 30 July 2013);

Technical Document

5. Statement 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

Statement of the Bidder's single largest completed contract (SLCC) similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**. A bidder must have at least one (1) single largest contract equivalent to or at least twenty-five percent (25%) of the ABC for the last two (2) years which is similar in nature to the goods being offered:

The statement shall include, for each contract, the following:

(1) name of the contract;
(2) date of the contract;
(3) contract duration;
(4) owner's name and address;
(5) kinds of Goods;
(6) For Statement of Ongoing Contract – amount of contract and value of outstanding contracts;
(7) For Statement of SLCC – amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
(8) date of delivery; and
(9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

6. Original Bid Security bidders may submit the **Bid Securing Declaration (BSD**) or any bid security acceptable forms in the Bidding Documents the amount of which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	**Amount of Bid Security (Equal to Percentage of the ABC)**
Cash or cashier's/manager's check issued by a Universal or Commercial Bank;	Two percent (2%) = Php41,750.95
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security;	Five percent (5%) = Php104,377.38

7. Conformity with the technical specification as enumerated and Specified in Section VI (Schedule of Requirements) and Section VII (Technical Specifications) of the bidding documents;

8. Duly Notarized Omnibus Sworn Statement in accordance with Section 25.3 of the Revised IRR of RA 9184;

Duly Notarized Authority of the Signatory:

a.) For Sole Proprietorship- "Special Power of Attorney" issued by the proprietor granting full power and authority to do, execute and perform any and all acts necessary for the bidding at hand or an

"Affidavit of Undertaking" if the sole proprietor himself/herself is the authorized signatory;

b.) For Corporation, Cooperative, or Joint Venture-
"Secretary's Certificate" issued by the Corporate Secretary indicating the Board Resolution No. granting full power and authority to do, execute and perform any and all acts necessary for the bidding at hand; or

c.) For Partnership – a "Joint Special Power of Attorney (SPA)" issued by concerned Partners granting full power and authority to do, execute and perform any and all acts necessary for the bidding at hand.

Financial Document

9. Audited financial statements, stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, showing, among others, the prospective bidder's total and current assets and liabilities for the preceding calendar year, which should not be earlier than two (2) years from bid submission;

10. Net Financial Contracting Capacity (NFCC) computation which must be at least equal to the Approved Budget for the Contract (ABC) in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank which must be at least equal to ten percent (10%) of the ABC;

Class "B" Document

11. If applicable, the JVA, in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1 (b) of the IRR;

12. For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Additional Technical Requirements

14. Duly signed Production/ Delivery schedule indicating its commitment to deliver the Goods within 15 calendar days from receipt of Contract, Purchase Order and Notice to Proceed;

15. Duly signed Technical Offer with the following complete data: item number, unit, item description, quantity, remarks (Complying or non-complying), reference/brand/manufacturer's name of the goods offered, printed name and signature of the authorized signatory and its designation;

16. Certification from the bidder that it has no delinquent delivery with MRWD duly signed by Head of the Property and Materials Management Division and its duly authorized representative.

Second Envelope (Financial Proposal)

1. Original of duly signed and accomplished Financial Bid Form with the following data:
    1. Supplier's/ Company's name;
    2. Address of the company or office address;
    3. Date;
    4. Unit Price for each item;
    5. Total Price per item;
    6. Total Bid Proposal in figure;
    7. Amount in words of the Total Bid Financial Proposal;
    8. Supplier's name
    9. Supplier's signature over printed name
    10. Designation in the company of the signatory;
    11. Tax Identification Number (TIN)
    12. Date signed; and Telephone or Fax No.

2. Original of duly signed and accomplished Price Schedule(s).

Note:

1. *The Checklist of Requirements for Bidders shall form part of the bidding documents. Any discrepancy among the list of requirements indicated in Section II of the bidding documents and the Checklist of Requirements for Bidder's, the latter shall prevail.*
2. *Participating bidders are required to use/follow the prescribed forms issued upon purchase of the bidding documents.*
3. *Bidders must submit one (1) original copy and three (3) certified copies by the bidder or its duly authorized representative/s for each of the required documents*.
4. *Bidders must submit two (2) sealed envelope for Technical Proposal and Financial Proposal.*
5. *Arrange the submitted bidding documents according to number in the Checklist of Requirements for Bidders with corresponding tabbing.*

For the information and guidance of all concerned.

Approved by:

(Originally Signed)
TERESITA A. DELOTAVO
Chairperson
Bids and Awards Committee