



Republic of the Philippines
Metro Roxas Water District
MRWD Bldg., 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. 002-2024

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 SIZES OF MULTI-JET WATER METER AND ONE THOUSAND (1,000) SETS OF WATER METER INSERT FOR ½" Ø "ARAD" BRASS WATER METER BODY

Location of Project: MRWD SERVICE AREAS

Place of Delivery: MRWD BLDG., KM. 1, ROXAS CITY

Brief Description: SUPPLY AND DELIVERY OF VARIOUS SIZES OF MULTI-JET WATER METER AND ONE THOUSAND (1,000) SETS OF WATER METER INSERT FOR ½" Ø "ARAD" BRASS WATER METER BODY

Total Approved Budget for The Contract (ABC): Php 13,220,457.95

Approved Budget for The Contract (ABC) for Lot 1: Php 11,520,457.95 (VARIOUS SIZES OF MULTI-JET WATER METER)

Approved Budget for The Contract (ABC) for Lot 2: Php 1,700,000.00 (WATER METER INSERT FOR ½" Ø "ARAD" BRASS WATER METER BODY)

Source of Funds: MRWD CORPORATE BUDGET FOR FISCAL YEAR 2024

Mode of Procurement: PUBLIC BIDDING

Contract Duration: THIRTY (30) CALENDAR DAYS FROM RECEIPT OF CONTRACT AND NOTICE TO PROCEED

Delivery of Goods: WITHIN THIRTY (30) 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:

<i>Activities</i>	<i>Schedule</i>
1. Advertisement	November 15-22, 2023
2. Issuance of the Bidding Documents	November 15, 2023 - until 8:45 AM of December 6, 2023
3. Pre-bid Conference	November 23, 2023 at 9:00 A.M.
4. Deadline for the Submission, Opening of Bids, Pre-qualification, and Evaluation of Bids	December 6, 2023 at 9:00 A.M.
5. Post-qualification of Bids	December 7-12, 2023

The Bid Documents will be available to prospective Bidders from the address stated below. The Bidding Documents shall be received personally by the prospective Bidder or his duly authorized representative. Annual accreditation fee of One Thousand Pesos (P1,000.00) is required from interested bidders, which amount is non-refundable.

Any prospective bidders may submit separate bids for lots 1 & 2 or all lots (lots 1 & 2). A bidder who intends to participate in all of the lots will pay the amount of Twenty-Five Thousand Pesos (P25,000.00). While, a bidder who intends to participate in Lot 1 shall pay the amount of Twenty-Five Thousand Pesos (P25,000.00 and Lot 2- Five Thousand Pesos (P5,000.00). Amount paid for the bid documents are non-refundable. The submitted bid by prospective bidders shall not exceed the ABC for each lot.

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 project.

A bidder must have at least one (1) single largest completed contract equivalent to or at least fifty percent (50%) of the ABC for the last five (5) years which is similar in nature to the goods being offered.

The determination of the Lowest Calculated Bidder (LCB) and the contract award shall be on a per lot basis.

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 Regulations (IRR) of R.A. No. 9184 for the posting of Notice of Award.

(Originally Signed)
ENGR. LIZALYN B. BAYLON
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 Sizes of Multi-Jet Water Meter and One Thousand (1,000) Sets of Water Meter Insert for 1/2"Ø "ARAD" Brass Water Meter Body

ITB 002-2024

FOR

METRO ROXAS WATER DISTRICT

November 15, 2023

**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 Sizes of Multi-Jet Water Meter
and One Thousand (1,000) Sets of Water Meter Insert for ½"Ø "ARAD" Brass
Water Meter Body***

1. The ***METRO ROXAS WATER DISTRICT***, through the ***Corporate Budget for Fiscal Year 2024*** intends to apply the sum of ***Thirteen Million Two Hundred Twenty Thousand Four Hundred Fifty-Seven and 95/100 Pesos (₱13,220,457.95) for all Lots, Eleven Million Five Hundred Twenty Thousand Four Hundred Fifty-Seven and 95/100 Pesos (₱11,520,457.95) for Lot 1 and One Million Seven Hundred Thousand and 00/100 Pesos (₱1,700,000.00) for Lot 2 /ITB 002-2024.*** 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 ***Thirty (30) calendar days from receipt of Contract, Purchase Order (PO), and Notice to Proceed (NTP).*** Bidders should have completed, within ***five (5) years*** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 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 5:00 PM from Mondays to Fridays except holidays.***
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***November 15, 2023 until 8:45 A.M. of December 6 2023*** from the given address and website(s) below and upon payment of the applicable fee in the amount of ***Twenty-Five Thousand Pesos (₱25,000.00) for all Lots, Twenty-Five Thousand Pesos (₱25,000.00)***

for Lot 1 and Five Thousand Pesos (P5,000.00) for Lot 2. 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 Conference¹ on **November 23, 2023, 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 **December 6, 2023 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 **December 6, 2023 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.

<i>Activities</i>	<i>Schedule</i>
1. Advertisement	November 15-22, 2023
2. Issuance of the Bidding Documents	November 15, 2023 – until 8:45 AM of December 6, 2023
3. Pre-Bid Conference	November 23, 2023 at 9:00 A.M.
4. Deadline for the, Submission, Opening of Bids, Pre-qualification, and Evaluation of Bids	December 6, 2023 at 9:00 A.M.
5. Post-qualification of Bids	December 7-12, 2023

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

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.

marjorie.delacruz@metroroxaswd.gov.ph; metroroxaswd@gmail.com

13. You may visit the following websites:

For downloading of Bidding Documents: metroroxaswd.gov.ph

[November 15, 2023]

(Originally Signed)

ENGR. LIZALYN B. BAYLON
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 Sizes of Multi-Jet Water Meter and One Thousand (1,000) Sets of Water Meter Insert for ½"Ø "ARAD" Brass Water Meter Body*** with identification number **ITB 002-2024**.

The Procurement Project (referred to herein as "Project") is composed of ***Lot 1 (Various Sizes of Multi-Jet Water Meter) and Lot 2 (Water Meter Insert for ½"Ø "ARAD" Brass Water Meter Body)*** 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 2024*** in the amount of ***Thirteen Million Two Hundred Twenty Thousand Four Hundred Fifty-Seven and 95/100 Pesos (₱13,220,457.95) for all Lots, Eleven Million Five Hundred Twenty Thousand Four Hundred Fifty-Seven and 95/100 Pesos (₱11,520,457.95) for Lot 1 and One Million Seven Hundred Thousand and 00/100 Pesos (₱1,700,000.00) for Lot2***. 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 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.
- 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 **November 23, 2023, 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 **five (5) years** prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

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 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**.

14.2. The Bid and bid security shall be valid until **April 5, 2024**. 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.

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. 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**.
- 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 2 – One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.

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

20. Post-Qualification

- 20.1. *[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	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. <i>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.</i></p> <p>b. completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Sub-Contracting is not allowed.</i>
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	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>1. The amount of not less than Two Hundred Sixty-Four Thousand Four Hundred Nine Pesos and 16/100 [P264,409.16] for all Lots, Two Hundred Thirty Thousand Four Hundred Nine Pesos and 16/100 [P230,409.16] for Lot 1 and Thirty-Four Thousand Pesos and 00/100 [P34,000.00] for Lot 2, 2% of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>2. The amount of not less than Six Hundred Sixty-One Thousand Twenty-Two Pesos and 90/100 [P661,022.90] for all Lots, Five Hundred Seventy-Six Thousand Twenty-Two Pesos and 90/100 [P576,022.90] for Lot 1 and Eighty-Five Thousand Pesos and 00/100 [P85,000.00] for Lot 2, 5% of ABC, if bid security is in Surety Bond;</p>
19.3	<i>Contract on the Supply and Delivery of Various Sizes of Multi-Jet Water Meter and One Thousand (1,000) Sets of Water Meter Insert for ½"Ø "ARAD" Brass Water Meter Body with an Approved Budget for the Contract of Thirteen Million Two Hundred Twenty Thousand Four Hundred Fifty-Seven and 95/100 Pesos (P13,220,457.95) for all Lots, Eleven Million Five Hundred Twenty Thousand Four Hundred Fifty-Seven and 95/100 Pesos (P11,520,457.95) for Lot 1 and One Million Seven Hundred Thousand and 00/100 Pesos (P1,700,000.00) for Lot2.</i>
20.2	<i>No Further Instruction</i>
21.2	<i>No Further Instruction</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

[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	<ol style="list-style-type: none"> 1. Duly signed Production/ Delivery schedule indicating its commitment to deliver the Goods within 30 calendar days from receipt of Contract, Purchase Order and Notice to Proceed; 2. 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; 3. Operation Manual, Brochure and Shop Drawings of the offered Various Multi-jet Water Meter and Insert; 4. For Lot 1: Duly signed warranty certificate that the water meter is built with a life expectancy of not less than five (5) years written in English; 5. For Lot 1: Blown-away/exploded drawing of the multi-jet water meter with corresponding part number and price list for each part; 6. For Lot 1: Permit to operate as Manufacturer of the Goods being offered or in case of Dealer/Distributor, Dealership/Distributorship Certificate issued by the Manufacturer of the Goods being offered with contact number and contact person written in English; 7. For Lot 1: Valid ISO Certificates coming from the Manufacturer; <ol style="list-style-type: none"> a.) ISO 9001-2015 – Quality Management System; b.) ISO 4064 – Product License Certificate; 8. For Lot 1: Metrological Approval Test Certificates coming from the Manufacturer - OIML R49/2006 -International Organization of Legal Metrology. 9. For Lot 1: Latest Calibration Certificate issued by any of the following: <ol style="list-style-type: none"> a.) Local Water Utilities Administration (LWUA) b.) MAYNILAD c.) Manila Water

d. National Water Resources Board (NWRB);

10. Duly Notarized One (1) Year Warranty Certificate for the items to be supplied;

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 and Materials Management 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;

	<p>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</p>
	<p>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.</p> <p>f. <i>[Specify additional incidental service requirements, as needed.]</i></p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <p>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</p> <p>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</p> <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the cost thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>five (5) years</i>.</p>

	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within one (1) month of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>

	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>“The terms of payment shall be as per <i>delivery after Inspection and Final Acceptance.</i>”</p>
4	<p>The inspections and tests that will be conducted are: The inspections and tests that will be conducted are: <i>[Indicate the applicable inspections and tests]</i></p>

Section VI. Schedule of Requirements

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

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
LOT 1				
1.	<i>1/2"Ø Multi-Jet Water Meter</i>	Four Thousand (4,000) Pieces	Four Thousand (4,000) Pieces	Within 30 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
2	<i>1"Ø Multi-Jet Water Meter</i>	Seventy (70) Pieces	Seventy (70) Pieces	Within 30 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
3.	<i>3/4"Ø Multi-Jet Water Meter</i>	Twenty-Five (25) Pieces	Twenty-Five (25) Pieces	Within 30 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed
LOT 2				
1.	<i>Water Meter Insert for 1/2"Ø "ARAD" Brass Water Meter Body</i>	One Thousand (1,000) Sets	One Thousand (1,000) Sets	Within 30 Calendar Days from receipt of Contract, Purchase order and Notice to Proceed

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.

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

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance
		<i>[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.]</i>
	LOT 1	
1.	<i>1/2”Ø Multi-Jet Water Meter</i>	
	1. SPECIFICATIONS: a.) Type: Multi-Jet/Velocity, Class B. b.) Transmission: Magnetic-Direct. c.) Accuracy: Horizontal (98% to 102%). d.) Installation Set-up: Horizontally Up-right. e.) Body: made of brass including	

	<p>it's cover assembly with threaded connection</p> <p>f.) Filter/Strainer: Made of high density engineering plastic.</p> <p>g.) Magnetic Protection: measuring chamber, turbine/vane wheel and register/pressure chamber must be made of engineering plastic).</p> <p>h.) Meter must be provided with Anti-Tampering accessories such as: water meter seal/protector, plastic lens and the like.</p> <p>i.) Two (2) Tailpieces with gasket shall be provided per water meter (tail pieces should be of the same material with the body to where it is connected).</p> <p>2.) FEATURES:</p> <p>a.) Only one moving part-the impeller in contact with water.</p> <p>b.) Wide selection of dial configuration.</p> <p>c.) Parts of water meter insert must be repairable and replaceable.</p> <p>d.) Spare parts stipulated in the exploded view must be available</p> <p>e.) Water meter reading can be re-set manually.</p> <p>3.) WORKING CONDITIONS:</p> <p>a.) Max. working pressure : 10 bar (150 PSI).</p> <p>b.) Max. working temperature : 50 degrees centigrade (°C).</p> <p>c.) Body: must be made of brass including its cover assembly.</p> <p>4.) DIMENSIONS:</p> <p>a.) Length with two (2) tail piece: 265mm - 380mm.</p> <p>5.) PERFORMANCE DATA:</p>	
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	<p>a.) Q_{max} (max. flow rate): 3 cubic meter/hr.</p> <p>b.) Q_n (normal flow rate): 1.5 cubic meter/hr.</p> <p>c.) Q_t (transitional flow rate): 120 li/hr.</p> <p>d.) Q_{min.} (minimum flow rate) : 30 li/hr.</p> <p>e.) Accuracy bet. Q_{max} and Q_t: ±2%.</p> <p>f.) Accuracy bet. Q_t and Q_{min.} : ±2%.</p> <p>g.) Head loss @ Q_{max.} : 1 Bar/15psi.</p> <p>h.) Minimum register capacity: 0.1 liter.</p> <p>i.) Register capacity: at least 10,000 cubic meter</p> <p>6.) MARKING ON WATER METER:</p> <p>a.) Embossed On Body: Meter Size, Flow Direction, MRWD</p> <p>b.) Engraved On Top: MRWD, Meter Size, Year Manufactured Serial Number</p> <p>7.) FLOW RATE ACCURACY:</p> <p>a.) Nominal Flow, 1500li./hr. = 98% - 102% efficiency</p> <p>b.) Transitional Flow, 120li./hr. = 98% - 102% efficiency</p> <p>c.) Minimum Flow, 30li./hr. = 95% - 105% efficiency.</p> <p>ADDITIONAL REQUIREMENTS:</p> <p>Each Water Meter must have calibration result performed by the Manufacturer.</p> <p>Latest Calibration certificate issued</p>	
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	by any of the following: Local Water Utilities (LWUA), Maynilad or Manila Water.	
2.	<i>1"Ø Multi-Jet Water Meter</i>	
	<p>1.SPECIFICATIONS:</p> <ul style="list-style-type: none"> a.) Type: Multi-Jet/Velocity, Class B. b.) Transmission: Magnetic-Direct. c.) Accuracy: Horizontal (98% to 102%). d.) Installation Set-up: Horizontally Up-right. e.) Body: made of brass including it's cover assembly with threaded connection f.) Filter/Strainer: Made of high density engineering plastic. g.) Magnetic Protection: measuring chamber, turbine/vane wheel and register/pressure chamber must be made of engineering plastic). h.) Meter must be provided with Anti-Tampering accessories such as: water meter seal/protector, plastic lens and the like. i.) Two (2) Tailpieces with gasket shall be provided per water meter (tail pieces should be of the same material with the body to where it is connected). <p>2.) FEATURES:</p> <ul style="list-style-type: none"> a.) Only one moving part-the impeller in contact with water. b.) Wide selection of dial configuration. c.) Magnetically driven sealed 	

	<p>registers. Stainless steel/glass encapsulated option is unconditionally guaranteed against fogging.</p> <p>3.) WORKING CONDITIONS:</p> <ul style="list-style-type: none"> a.) Max. working pressure : 10 bar (150 PSI). b.) Max. working temperature : 50 degrees centigrade (°C). c.) Body: must be made of brass including its cover assembly. <p>4.) DIMENSIONS:</p> <ul style="list-style-type: none"> b.) Length with two (2) tail piece: 330mm - 380mm. <p>5.) PERFORMANCE DATA:</p> <ul style="list-style-type: none"> a.) Q_{max} (max. flow rate): 7 m³/hr. b.) Q_n (normal flow rate): 3.5 m³/hr c.) Q_t (transitional flow rate): 280 li/hr. d.) Q_{min.} (minimum flow rate) : 70 li/hr. e.) Accuracy bet. Q_{max} and Q_t: ±2%. f.) Accuracy bet. Q_t and Q_{min.} : ±5%. g.) Head loss @ Q_{max.} : 1 Bar/15psi. h.) Minimum register capacity: 0.1 liter. i.) Register capacity: at least 10,000 cubic meter <p>6.) MARKING ON WATER METER:</p> <ul style="list-style-type: none"> a.) Embossed On Body: Meter Size, Flow Direction, MRWD b.) Engraved On Top: MRWD, Meter Size, Year Manufactured Serial Number 	
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	<p>7.) FLOW RATE ACCURACY:</p> <p>a.) Nominal Flow, 3500li./hr. = 98% - 102% efficiency</p> <p>b.) Transitional Flow, 280li./hr. = 98% - 102% efficiency</p> <p>c.) Minimum Flow, 70li./hr. = 95% - 105% efficiency.</p> <p>ADDITIONAL REQUIREMENTS:</p> <p>Each Water Meter must have calibration result performed by the Manufacturer.</p> <p>Latest Calibration certificate issued by any of the following: Local Water Utilities (LWUA), Maynilad or Manila Water.</p>	
3.	<i>3/4"Ø Multi-Jet Water Meter</i>	
	<p>1.SPECIFICATIONS:</p> <p>a.) Type: Multi-Jet/Velocity, Class B.</p> <p>b.) Transmission: Magnetic-Direct.</p> <p>c.) Accuracy: Horizontal (98% to 102%).</p> <p>d.) Installation Set-up: Horizontally Up-right.</p> <p>e.) Body: made of brass including it's cover assembly with threaded connection</p> <p>f.) Filter/Strainer: Made of high density engineering plastic.</p> <p>g.) Magnetic Protection: measuring chamber, turbine/vane wheel and register/pressure chamber must be made of engineering plastic).</p> <p>h.) Meter must be provided with Anti-Tampering accessories</p>	

	<p>such as: water meter seal/protector, plastic lens and the like.</p> <p>i.) Two (2) Tailpieces with gasket shall be provided per water meter (tail pieces should be of the same material with the body to where it is connected).</p> <p>2.) FEATURES:</p> <p>a.) Only one moving part-the impeller in contact with water.</p> <p>b.) Wide selection of dial configuration.</p> <p>c.) Magnetically driven sealed registers. Stainless steel/glass encapsulated option is unconditionally guaranteed against fogging.</p> <p>3.) WORKING CONDITIONS:</p> <p>a.) Max. working pressure : 10 bar (150 PSI).</p> <p>b.) Max. working temperature : 50 degrees centigrade (°C).</p> <p>c.) Body: must be made of brass including its cover assembly.</p> <p>4.) DIMENSIONS:</p> <p>a.) Length with two (2) tail piece: 265mm - 380mm.</p> <p>5.) PERFORMANCE DATA:</p> <p>a.) Q_{max} (max. flow rate): 5 m³/hr.</p> <p>b.) Q_n (normal flow rate): 2.5 m³/hr</p> <p>c.) Q_t (transitional flow rate):200 li/hr.</p> <p>d.) Q_{min}. (minimum flow rate) : 50 li/hr.</p> <p>e.) Accuracy bet. Q_{max} and Q_t: ±2%.</p> <p>f.) Accuracy bet. Q_t and Q_{min}. : ±5%.</p> <p>g.) Head loss @ Q_{max}. : 1</p>	
--	--	--

	<p>Bar/15psi.</p> <p>h.) Minimum register capacity: 0.1 liter.</p> <p>i.) Register capacity: at least 10,000 cubic meter</p> <p>6.) MARKING ON WATER METER:</p> <p>a.) Emposed On Body: Meter Size, Flow Direction, MRWD</p> <p>b.) Engraved On Top: MRWD, Meter Size, Year Manufactured Serial Number</p> <p>7.) FLOW RATE ACCURACY:</p> <p>a.) Nominal Flow, 2500li./hr. = 98% - 102% efficiency</p> <p>b.) Transitional Flow, 200li./hr. = 98% - 102% efficiency</p> <p>c.) Minimum Flow, 50li./hr. = 95% - 105% efficiency.</p> <p>ADDITIONAL REQUIREMENTS:</p> <p>Each Water Meter must have calibration result performed by the Manufacturer.</p> <p>Latest Calibration certificate issued by any of the following: Local Water Utilities (LWUA), Maynilad or Manila Water.</p>	
	LOT 2	
1.	<p><i>Water Meter Insert for 1/2"Ø</i></p> <p><i>"ARAD" Brass Water Meter</i></p> <p><i>Body</i></p>	

Technical Specifications

TECHNICAL SPECIFICATIONS			
<i>Item / Service</i>	<i>Maximum Quantity</i>	<i>Technical Specifications / Scope of Work</i>	<i>Statement of Compliance</i>
			<p><i>[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.]</i></p>

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).

Section IX. Other Forms

BID FINANCIAL PROPOSAL

Date: _____

*Note: 1.) All entries must be type written.
2.) Bidder sign over his Printed name and write his Tax Identification number on the space provided. MRWD reserves the right to reject any or all bids if it is found to be disadvantageous to the office.
3.) Thirty (30) Calendar Days from receipt of Contract, Purchase Order and Notice to Proceed.
4.) Price Validity shall be in a period of 90 to 120 calendar days from the date of the Opening of Bids.
5.) Incomplete/patently incorrect data on the financial proposal shall be grounds for disqualification of submitted bids.*

48

After having carefully read and accepted your General Conditions, I/We quote you on the item at prices noted above.

Price quoted by:

Supplier

TIN

Signature Over Printed Name

Date

Designation

Tel. No./Fax No.

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

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

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

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

Name and address	Amount	Purpose	of agent	Currency	Commission or gratuity
------------------	--------	---------	----------	----------	------------------------

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

(shall be submitted with the Bid if Bidder is offering goods from abroad)

Name of Bidder _____. Invitation to Bid³ Number __. Page __ of ____

[signature of the Authorized Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)

***BIDDERS SHALL NOT ALTER THIS FORM**

Price Schedule for Goods Offered from Within the Philippines
(shall be submitted with the Bid if Bidder is offering goods from within the Philippines)

For Goods Offered Within the Philippines

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

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

[Signature of the Authorizes Rep.] [in the capacity of] (Please indicate position of Authorized Rep.)

Duly authorized to sign Bid for and on behalf of _____
(Please indicate name of company)

*BIDDERS SHALL NOT ALTER THIS FORM

Bidder's/ Company Name

Technical Offer

METRO ROXAS WATER DISTRICT SPECIFICATION				BIDDER'S OFFER	
Item No.	Unit	Item Description	Quantity	REMARKS	REFERENCE (Brand/Manufacturers Name)

Bidder's/ Representative signature over printed name

Date Signed

PRODUCTION/ DELIVERY SCHEDULE

Date: _____

ATTY. DANTE A. ARCANGELES

General Manager A
Metro Roxas Water District
Km. 1, Roxas City

Attention: **ENGR. LIZALYN B. BAYLON**
Chairperson
Bids and Awards Committee

Sir:

This is to officially inform your Office that we will deliver the items as stated in Section VI (Schedule of Requirements) of the bidding documents and reflected in our technical specification/ offer for the Contract on the supply and delivery of _____ for Metro Roxas Water District, if the Contract awarded to us, within _____ calendar days from receipt of Purchase Order (P.O) and Notice to Proceed.

Very truly yours,

Name of the Bidder/ Representative

Position

Bidder's/ Company Name

AUTHORITY OF SIGNATORY

SPECIAL POWER OF ATTORNEY

I, _____, Proprietor/Owner/Manager of _____, a sole proprietorship business address at _____, has made, constituted and appointed _____, of legal age, married/single, Filipino and a resident of _____, to be my true and lawful attorney-in fact, for me in my name, place and stead, to do, execute and perform any and all acts necessary and represent _____ in the bidding of **Metro Roxas Water District**; and that if awarded the project shall enter into a contract with the Metro Roxas Water District for the _____ as fully and effectively as I might do if personally present with full power of substitution and revocation and hereby confirming at that said representative shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2009 at _____.

Principal

Atty. In-fact

Signed in the Presence of:

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for in _____ City, Philippines, this _____ day of _____, 2009, personally appeared:

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

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

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

Notary Public
Until 31 December 2023
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

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

AUTHORITY OF SIGNATORY

SECRETARY'S CERTIFICATE

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

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

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

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

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

(Corporate Secretary)

ACKNOWLEDGEMENT

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

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

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

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized

representative(s) to verify all the documents submitted;

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

- a. Carefully examining all of the Bidding Documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
- c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. Of Commission _____

Notary Public for _____ until _____

Roll of Attorney No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were

identified by me though competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M.) No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type government identification card used], with his/her photograph and signature appearing thereon with no. _____ issued on _____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. Of Commission _____

Notary Public for _____ until _____

Roll of Attorney No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

NFCC Computation

Name of Bidder _____, Invitation to Bid⁵ Number _ Page ____ of _____.

ABC:PhP	
DETAILS	AMOUNT
Current Assets	
Minus	
Current Liabilities	
Difference of Current Assets and Current Liabilities	
Multiplied by	
K	15
Total (Product)	
Minus	
Total value of all outstanding contracts, including those awarded but not yet started	
Total NFCC Computation	

[Signature of the Authorized Representative]

[in the capacity of] (Please indicate position of Authorized Representative)

Duly authorized to sign Bid for and on behalf of

(Please indicate name of company)

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year if in case it is my first offense, or two (2) years if I have a prior similar offense upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Insert signatory's legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. Of Commission _____

Notary Public for _____ until _____

Roll of Attorney No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

STATEMENT OF ALL ON-GOING GOVERNMENT AND PRIVATE CONTRACTS

Name of Bidder _____ Invitation To Bid Number _____ Page _____ of _____

Name of the Contract	Date of the Contract	Contract of Duration	Owner's Name and Address	Contract Price as per Contract (N.A. or Local Currency)	Kind of Goods	Total Volume (The amount is to be reported as to a category)	Amount of Contract	Value of Outstanding Contract
<u>Government Contracts</u>								
<u>Private Contracts</u>								
TOTAL								

 (Signature of the Authorized Representative) [in the capacity of] (This is a valid position of Authorized Representative)
 Only authorized to sign for and on behalf of _____
 (Please indicate name of company)

NOTE:
 This affidavit statement should include those contracts awarded but not yet started.
 Further, bidders should indicate "not yet" or "on-going" Government and/or private contracts in the corresponding rows and/or columns, including contracts awarded but not yet started, whether a contract is under review and compliance to the contract to be bid.

Republic of the Philippines



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 Sizes of Multi-Jet Water Meter and One Thousand (1,000) Sets of Water Meter Insert for 1/2"Ø "ARAD" Brass Water Meter Body**

Total Approved Budget for the Contract: **Php 13,220,457.95**

ABC for Lot 1: **Php11,520,457.95** {Various Sizes of Multi-Jet Water Meter}

ABC for Lot 2: **Php 1,700,000.00** {Water Meter Insert for 1/2"Ø "ARAD" Brass Water Meter Body}

Pre-Bid Conference: **November 23, 2023 at 9:00 A.M.**

Deadline for the Submission and Opening of Bids: **December 6, 2023 at 9:00 A.M. (MRWD Bundy Clock)**

Delivery Period: **Within 30 Calendar Days from receipt of Contract, Purchase Order and Notice to Proceed**

Payment Period: **Within 30 Calendar Days after Inspection and Final Acceptance**

All Goods are grouped in lots. Bidders shall have the option of submitting a proposal on any or all lots. The evaluation and contract award shall be undertaken on a per lot basis. The determination of the Lowest Calculated Bidder (LCB) shall be on the total bid price per lot. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award

First Envelope (Technical Proposal)

ELIGIBILITY REQUIREMENTS:

Class "A" Documents

Legal Document

1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Document

2. 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;
3. 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 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents. A bidder must have at least one (1) single largest contract equivalent to or at least fifty percent (50%) of the ABC for the last five (5) years which is similar in nature to the goods being offered:

4. Original copy of 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%) = Php264,409.16 Lot 1 = Php230,409.16 Lot 2 = Php 34,000.00
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%) = Php661,022.90 Lot 1 = Php576,022.90 Lot 2 = Php85,000.00

5. Conformity with the technical specification as enumerated and Specified in Section VI (Schedule of Requirements) and Section VII (Technical Specifications) of the bidding documents which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable;
6. 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

7. 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
8. Net Financial Contracting Capacity (NFCC) computation which must be at least equal to the Approved Budget for the Contract (ABC) 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

9. 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;
10. 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.
11. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

Additional Technical Requirements

12. Duly signed Production/ Delivery schedule indicating its commitment to deliver the Goods within 30 calendar days from receipt of Contract, Purchase Order and Notice to Proceed;
13. 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;
14. Operation Manual, Brochure and Shop Drawings of the offered Various Multi-jet Water Meter and Insert;
15. **For Lot 1:** Duly signed warranty certificate that the water meter is built with a life expectancy of not less than five (5) years written in English;
16. **For Lot 1:** Blown-away/exploded drawing of the multi-jet water meter with corresponding part number and price list for each part;
17. **For Lot 1:** Permit to operate as Manufacturer of the Goods being offered or in case of Dealer/Distributor, Dealership/Distributorship Certificate issued by the Manufacturer of the Goods being offered with contact number and contact person written in English;
18. **For Lot 1:** Valid ISO Certificates coming from the Manufacturer;
 - a.) ISO 9001-2015 – Quality Management System;
 - b.) ISO 4064 – Product License Certificate;
19. **For Lot 1:** Metrological Approval Test Certificates coming from the Manufacturer - OIML R49/2006 -International Organization of Legal Metrology.
20. **For Lot 1:** Latest Calibration Certificate issued by any of the following:
 - a.) Local Water Utilities Administration (LWUA)
 - b.) MAYNILAD
 - c.) Manila Water
 - d. National Water Resources Board (NWRB);
21. Duly Notarized One (1) Year Warranty Certificate for the items to be supplied;

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.*
6. ***The submitted bid financial proposal shall be on a per lot basis. Each lot is required to have separate financial bid proposal.***

For the information and guidance of all concerned.

Approved by:

(Originally Signed)

ENGR. LIZALYN B. BAYLON

Chairperson

Bids and Awards Committee



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

November 23, 2023

SUPPLEMENTAL/ BID BULLETIN

NAME OF THE PROJECT: Contract for the Supply and Delivery of Various Sizes of Multi Jet Water and One Thousand (1,000) Sets of Water Meter Insert For 1/2"Ø "ARAD" Brass Water Meter Body

This Addendum No. 1 is issued to modify or amend the Checklist of Requirements for Bidders and Section V- Special Conditions of Contract and Section VII- Technical Specifications of the Philippine Bidding Documents (PBD) under the Contract for the Supply and Delivery of Various Sizes of Multi Jet Water and One Thousand (1,000) Sets of Water Meter Insert for 1/2"Ø "ARAD" Brass Water Meter Body. This shall form an integral part of the Bidding Documents.

Specific Amendment in the Checklist of Requirements for Bidders:

Deadline for the Submission and Opening of Bids: **December 6, 2023 at 9:00 A.M. (MRWD Bundy Clock)**

Additional Technical Requirements

20. **For LOT 1:** Latest Calibration Certificate (Five (5) calibration result for each size) issued by any of the following within six (6) months prior to the opening of bid:
- a) Local Water Utilities Administration (LWUA)
 - b) MAYNILAD
 - c) Manila Water
 - d) National Water Resources Board (NWRB);

Specific Amendment in Section V- Special Condition of the Contracts

9. **For LOT 1:** Latest Calibration Certificate (Five (5) calibration result for each size) issued by any of the following within six (6) months prior to the opening of bid:
- a) Local Water Utilities Administration (LWUA)
 - b) MAYNILAD
 - c) Manila Water
 - d) National Water Resources Board (NWRB);

Specific Amendment in Section VII-Technical Specification

	LOT 1
1.	<i>1/2"Ø Multi-Jet Water Meter</i>
	6.) MARKING ON WATER METER: a.) Embossed On Body: Meter Size and Flow Direction.
	Additional Requirements for the Winning Bidder: Each Water Meter must have calibration result performed by the Manufacturer and by the Supplier. Latest Calibration Certificate issued by any of the following: Local Water Utilities Administration (LWUA), MAYNILAD or Manila Water.(At least 5 Calibration result for each size)
2.	<i>1"Ø Multi-Jet Water Meter</i>

	<p>5. Performance Data:</p> <p>f) Accuracy bet. Qt and Qmin.: ±5%.</p>
	<p>6.) MARKING ON WATER METER:</p> <p>a) Embossed On Body: Meter Size and Flow Direction.</p>
	<p>Additional Requirements for the Winning Bidder:</p> <p>Each Water Meter must have calibration result performed by the Manufacturer and by the Supplier.</p> <p>Latest Calibration Certificate issued by any of the following: Local Water Utilities Administration (LWUA), MAYNILAD or Manila Water.(At least 5 Calibration result for each size)</p>
3.	<p><i>3/4"Ø Multi-Jet Water Meter</i></p>
	<p>6.) MARKING ON WATER METER:</p> <p>a) Embossed On Body: Meter Size and Flow Direction</p>
	<p>Additional Requirements for the Winning Bidder:</p> <p>Each Water Meter must have calibration result performed by the Manufacturer and by the Supplier.</p> <p>Latest Calibration Certificate issued by any of the following: Local Water Utilities Administration (LWUA), MAYNILAD or Manila Water.(At least 5 Calibration result for each size)</p>

For guidance and information of all concerned.

(Originally Signed)
ENGR. LIZALYN B. BAYLON
 Chairperson
 Bids and Awards Committee