

### PHILIPPINE BIDDING DOCUMENTS

#### PROCUREMENT OF GOODS

### SUPPLY AND DELIVERY OF MATERIALS FOR THE PERIMETER FENCING OF QBWD'S ADMINISTRATION BUILDING

Project Identification No.: 2025-05-342

May 2025 Sixth Edition

#### **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.

### **Table of Contents**

Glos	sary of Acronyms, Terms, and Abbreviations	4
Sect	ion I. Invitation to Bid	7
Sect	ion II. Instructions to Bidders	10
1.	Scope of Bid	11
2.	Funding Information	11
3.	Bidding Requirements	11
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5.	Eligible Bidders	11
6.	Origin of Goods	12
7.	Subcontracts	12
8.	Pre-Bid Conference	12
9.	Clarification and Amendment of Bidding Documents	12
10.	Documents comprising the Bid: Eligibility and Technical Components	12
11.	Documents comprising the Bid: Financial Component	13
12.	Bid Prices	13
13.	Bid and Payment Currencies	14
14.	Bid Security	14
15.	Sealing and Marking of Bids	14
16.	Deadline for Submission of Bids	15
17.	Opening and Preliminary Examination of Bids	15
18.	Domestic Preference	15
19.	Detailed Evaluation and Comparison of Bids	15
20.	Post-Qualification	16
21.	Signing of the Contract	16
Sect	ion III. Bid Data Sheet	17
Sect	ion IV. General Conditions of Contract	21
1.	Scope of Contract	22
2.	Advance Payment and Terms of Payment	22
3.	Performance Security	22
4.	Inspection and Tests	22
5.	Warranty	23
6.	Liability of the Supplier	23
Sect	ion V. Special Conditions of Contract	24
Sect	ion VI. Schedule of Requirements	28
Sect	ion VII. Technical Specifications	29
	ion VIII. Checklist of Technical and Financial Documents	300

## Glossary of Acronyms, Terms, and Abbreviations

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA -** Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI –** Consumer Price Index.

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

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – "Free Carrier" shipping point.

**FOB** – "Free on Board" shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

LGUs - Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS -** Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC –** Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nation

### **Section I. Invitation to Bid**



# INVITATION TO BID SUPPLY AND DELIVERY OF MATERIALS FOR THE PERIMETER FENCING OF QBWD'S ADMINISTRATION BUILDING

- The Quezon Bukidnon Water District, through the CY 2025 Corporate Operating Budget intends to apply the sum of Two Million Thirty-Seven Thousand Seventy-Eight Pesos & 15/100 (Php 2,037,078.15) being the ABC to payments under the contract: Supply and Delivery of Materials for the Perimeter Fencing of QBWD'S Administration Building with Project Identification No. 2025-05-342. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The Quezon Bukidnon Water District now invites bids for the above Procurement Project. Delivery of the Goods is required 5 days from receipt of the Notice to Proceed (NTP) for the initial delivery and 3 days for the succeeding delivery requests within the implementation period. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
- 4. Prospective Bidders may obtain further information from **Quezon Bukidnon Water District** and inspect the Bidding Documents at the address given below during office hours from **8:00 AM to 5:00 PM**.
- 5. A complete set of Bidding Documents may be acquired by interested bidders on May 31, 2025 from the given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through any electronic means.

- 6. The Quezon Bukidnon Water District will hold a Pre-Bid Conference on June 09, 2025, 2:00 PM (PST) at the QBWD Office, Government Complex, Purok 2 Libertad, Quezon, Bukidnon.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 23, 2025, 9:00 AM (PST)**. 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 June 23, 2025, 10:00 AM (PST) at the Ria Ruby Pension House, Balangay 3 Poblacion, Quezon, Bukidnon. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Quezon Bukidnon Water District reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 11. For further information, please refer to:

#### HANNA ROSE C. YUSON-MAGALLANES

BAC Secretariat Head Quezon Bukidnon Water District Office Government Complex, Purok 2, Libertad Quezon, Bukidnon Mobile No. 0917-777-2844

E-mail Add.: quezonwaterdistrict@gmail.com

12. You may visit the following websites:

For downloading of Bidding Documents:

https://qwdbukidnon.gov.ph/invitation-to-bid-2025/

(SGD)
JANICE MAY M. PORCADILLA-MAMPAWA
BAC Chairperson

Supply and Delivery of Materials for the Perimeter Fencing of QBWD's Administration Building

### **Section II. Instructions to Bidders**

#### 1. Scope of Bid

The Procuring Entity, Quezon Bukidnon Water District, wishes to receive Bids for the Supply and Delivery of Materials for the Perimeter Fencing of QBWD'S Administration Building with identification number 2025-05-342.

The Procurement Project (referred to herein as "Project") is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

#### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **CY 2025** in the amount of **Php 2,037,078.15**.
- 2.2. The source of funding is GOCC and GFIs, the Corporate Operating Budget.

#### 3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

#### 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

#### 5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

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

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

The Procuring Entity has prescribed that **Subcontracting is not allowed.** 

#### 8. Pre-Bid Conference

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

#### 9. Clarification and Amendment of Bidding Documents

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

### 10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in ITB Clause 5.3 should have been completed within two (2) years prior to the deadline for the submission and receipt of bids.

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

#### 11. Documents comprising the Bid: Financial Component

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

#### 12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in e.
  - b. For Goods offered from abroad:
    - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of

destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).** 

#### 13. Bid and Payment Currencies

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

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> 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 **120 days from the opening of bids.** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

<sup>&</sup>lt;sup>1</sup> 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

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

#### 17. Opening and Preliminary Examination of Bids

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

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

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

#### 18. Domestic Preference

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

#### 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as **one Project having several items that** shall be awarded as one contract.

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

#### 20. Post-Qualification

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

#### 21. Signing of the Contract

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**.

Supply and Delivery	of Materials for the	Derimeter Fencine	of OBMD's A	dministration Building
Supply and Delivery	or materials for the	: Perimeter Fencino	1 01 WBWD S A0	iministration Bullding

### **Section III. Bid Data Sheet**

### **Bid Data Sheet**

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be:
	a. Supply and Delivery of Construction Materials
	<ul> <li>b. Completed within three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
	<ul> <li>c. The following documents must appear as attachment for the Single Largest Completed Contract (SLCC):</li> </ul>
	<ul> <li>✓ Contract Agreement/Purchase Order</li> </ul>
	<ul> <li>✓ Invoices (Sales Invoice, Charge Invoice, Cash Invoice, and/or Service Invoice)</li> </ul>
	<ul> <li>✓ Certificate of Completion/Inspection and Acceptance Report</li> </ul>
7.1	No further instructions.
10.1	I. The first envelope shall contain the eligibility and technical documents stated in the ITB clause and Section VIII. For this bidding, the following legal documents <b>must also be present</b> in addition to the PhilGEPS Registration Certificate:
	<ul> <li>a.) 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,</li> </ul>
	<ul> <li>b.) Mayor's or Business permit issued by the city or municipality where theprincipal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;</li> </ul>
	c.) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
	II. Other Documentary requirements:
	<ul> <li>a.) Statement of ongoing Government and Private Contracts including contracts awarded but not yet started – supported with Notice of Award/Purchase Order/Contract;</li> </ul>
	<ul> <li>b.) Statement of the bidder's Single Largest Completed Contract similar to the contract to be bid</li> </ul>
	c.) Bid Security;
	d.) Original and notarized Omnibus Sworn Statement;

- e.) Computation of Net Financial Contracting Capacity (NFCC) or, Certificate of commitment specific to the contract at hand, issued by a licensed bank, in an amount not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten (10%) of the approved budget for the contract;
- f.) Audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions for the immediately preceding calendar year, showing among others the total current assets and current liabilities;
- g.) Valid joint venture agreement, in case of a joint venture (if necessary);
- h.) Authorized Dealership Certification, or if the bidder is not a manufacturer, certification from the manufacturer that the supplier is an authorized distributor or dealer of the products being offered;
- i.) Certificate of Analysis for Cement
- j.) Certificate of Good Standing from QBWD (Applicable to all prospective bidders who are current or former suppliers of QBWD, regardless of the mode of procurement, to secure a Certificate of Good Standing from QBWD).
- The price of the Goods shall be quoted DDP **QBWD lot, Purok 1 Libertad, Quezon, Bukidnon** or the applicable International Commercial Terms (INCOTERMS) for this Project.
- The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:

FORM OF BID SECURITY	AMOUNT OF BID SECURITY (BASED ON THE ABC)
Cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;	2%
Surety Bond callable upon demand issued by the surety or insurance company	5%
Bid Securing Declaration	No percentage required.

 Original Bid Security shall be submitted as part of the technical component of the bidder's eligibility documents, otherwise the bid shall be rejected or disqualified.

	b. Bid Security in the form of cash should be paid over-the-counter, direct bank deposit, or any other electronic means. Original QBWD Official Receipt shall be submitted as part of the technical component of the bidder's eligibility documents.
	<ul> <li>Bid Security in the form of Cashier's/ Manager's Check should be made payable to Quezon Bukidnon Water District.</li> </ul>
	<ul> <li>d. The Bid Securing Declaration must be original and should follow standard form.</li> </ul>
	e. Bid Security exceeding the required amount is not ground for disqualification.
15	a. Each Bidder shall submit <b>One (1) original</b> and <b>One (1) copy</b> of the first and second components of its bid.
	<ul> <li>b. All Pre–Qualification/Eligibility Documents should be TAGGED/LABELLED in accordance with the order as presented in Section VIII. Checklist of Technical and Financial Documents.</li> </ul>
19.2	Partial bid is not allowed for this contract.
19.3	This contract will be awarded to one (1) bidder.
20.2	No further instructions.
21	No further instructions.

	Supply and Delivery of Materials for the Perimeter Fencing of QBWD's Administration B	Building
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Section IV.	. General Conditions of Contract	t
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#### 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

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

#### 3. Performance Security

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

#### 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project 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 ProcuringEntity 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,

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

#### 5. Warranty

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

#### 6. Liability of the Supplier

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

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

	Supply and Delivery	of Materials for the Perimeter	er Fencing of QBWD's Administ	ration Building
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### **Special Conditions of Contract**

GCC Clause	
1	Delivery and Documents –
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:
	The delivery terms applicable to this Contract are delivered to <b>QBWD lot</b> , <b>Purok 1</b> , <b>Libertad</b> , <b>Quezon</b> , <b>Bukidnon</b> . 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).
	Items to be delivered shall only be accepted during working days, Monday to Friday, excluding holidays, during office hours: 8:00 AM to 12:00 NN and 1:00 PM to 5:00 PM.
	Unloading charges shall be on the account of the winning bidder.
	The said items shall be accepted with the presence of the winning bidder's representative and QBWD's representatives.
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is <b>Engr. Raul M. Bagamano, Jr.</b> , Engineer B.
	Advance delivery is prohibited.
	In case of delayed delivery due to justifiable reasons, request must be received by the PE at least 7 days before the deadline. Late requests will not be entertained.
	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:
	<ul> <li>a. Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> </ul>
	b. Furnishing of tools required for assembly and/or maintenance of the supplied Goods;

- c. Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;
- 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; and
- f. The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

#### Packaging -

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract.

The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.

Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

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

Name of the Procuring Entity
Name of the Supplier
Contract Description
Final Destination
Gross Weight
Any special lifting instruction
Any special handling instruction
Any relevant HAZCHEM classifications

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

#### Transportation -

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

Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.

Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry.

In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

#### Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

The terms of payment shall be as follows
 30-60 days from the date of complete delivery and acceptance based on the schedule specified in this bidding documents.
 The Procuring Entity may conduct an In-plant inspections and testing of items required in this procurement.

### Section VI. Schedule of Requirements

Item Number	Description	Qty	Unit	Delivered, 5 days from receipt of the Notice to Proceed (NTP) for the initial delivery and 3 days for the succeeding delivery requests within the implementation period
1	10 x 20 x 40 cm Concrete Hollow Block	4,700	рс	4,700
2	15 x 20 x 40 cm Concrete Hollow Block	8,050	рс	8,050
3	Portland Cement	3,055	bag	3,055
4	Screened Sand	290	cu. m.	290
5	3/4" Gravel	75	cu. m.	75
6	16mmØ x 6m Reinforcing Steel Bar, Grade 33	3,507.60	kg	3,507.60
7	12mmØ x 6m Reinforcing Steel Bar, Grade 33	3,204	kg	3,204
8	10mmØ x 6m Reinforcing Steel Bar, Grade 33	2,498.85	kg	2,498.85
9	#16 Tie Wire	95	kg	95
10	Barbed Wire (30kg – 130 m)	600	LM	600
11	1¼"Ø G.I. Pipe, Sch.40	15	length	15
12	Nylon String	1	lot	1
13	Phenolic Board 4' x 8' x¾" thk.	35	ply	35
14	2" x 2" x10' Coco Lumber	133.33	bd ft.	133.33
15	2" x 3" x10' Coco Lumber	400	bd ft.	400
16	Concrete Wire Nails (Assorted)	40	kg	40
17	G.I. Corrugated Sheet 0.8m x 3m	10	sheet	10

### **Section VII. Technical Specifications**

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
Cement	Portland Type 1 Cement; Certificate of Analysis for Cement	
Gravel	19mm cleaned crushed stone	
Sand	2.3 - 3.1mm cleaned fine aggregate	
4" CHB	Strictly following dimensions: 10cm x 20cm x 40cm; mix ratio: 1:6 cement to sand ratio; yield estimation: 1 bag cement is to 70 pcs of CHB	
6" CHB	Strictly following dimensions: 15cm x 20cm x 40cm; mix ratio: 1:6 cement to sand ratio; yield estimation: 1 bag cement is to 70 pcs of CHB	
16mm RSB	Length = 6 mtrs; Grade 33; Weight: 9.48kgs/L	
12mm RSB	Length = 6 mtrs; Grade 33; Weight: 5.34kgs/L	
10mm RSB	Length = 6 mtrs; Grade 33; Weight: 3.70kgs/L	
#16 Tie Wire	16 gauge; diameter approx. 1.5mm	
Barbed Wire #12	Material: galvanized(zinc-coated); 12 gauge; barb spacing: 75mm or 100mm; strands: 2 twisted line wires	
1¼ G.I. Pipe, Sch. 40	Standard schedule 40; Length = 6 mtrs	
Nylon String	Thickness: #18; strength: 68-90Kgs	
Phenolic Board 4'x8'x¾" thk.	Size: 4feet x 8 feet; smooth, matte, or textured phenolic film surface finish	
2"x2"x10' Coco Lumber	Cleaned and following measurement requirements	
2"x3"x10' Coco Lumber	Cleaned and following measurement requirements	
CWN (Assorted)	Uncorroded nails	
G.I. Corrugated Sheet 0.8m x 3m	Galvalume (Aluminum-zinc coated steel)	
Supply and Delivery	Every item to be delivered shall be of <b>ONE BRAND</b> and be secured from damages.	
	2. Items to be delivered shall only be accepted during working days, Monday to Friday, excluding holidays, during office hours: 8:00 AM to 12:00 NN and 1:00 PM to 5:00 PM.	
	3. The delivery point shall be at QBWD lot, Purok 1, Libertad, Quezon, Bukidnon. Unloading charges shall be on the account of the winning bidder.	
	The said items shall be accepted with the presence of the winning bidder's representative and QBWD's representatives.	
	All items should be in good condition. Any damaged item shall be replaced by the winning bidder.	

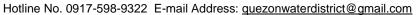
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# Section VIII. Checklist of Technical and Financial Documents



### Quezon Bukidnon Water District

Government Complex, Purok 2, Libertad, Quezon, Bukidnon CCC No. 627





#### OFFICE OF THE BIDS AND AWARDS COMMITTEE

Checklist of Technical and Financial Documents

Project	Name:			<u>Delivery</u> n Building	of Materials for the Perimeter Fencing of QBWD'S
Date: Bidder:		June 23			<del>-</del> 
I. TECH	HNICAL	COMPON	NENT E	ENVELOF	PE
1.	•				stry (DTI) business name registration or SEC Registration propriate under existing laws of the Philippines.
		PASS		FAIL	Remarks/Comments:
2.	Valid a	nd current	Mayo	r's Permit	/Municipal License
		PASS		FAIL	Remarks/Comments:
3.	Valid T	ax Cleara	nce as	finally rev	viewed and approved by the BIR.
		PASS		FAIL	Remarks/Comments:
4.	Valid P	hilGEPS I	Registr	ation.	
		PASS		FAIL	Remarks/Comments:
5.	yet stai	rted.	-		nt and Private Contracts including contracts awarded but not
	a.	NOA/NTI	P/Cont	ract Agree	ement
		PASS		FAIL	Remarks/Comments:
6.				-	Largest Completed Contract similar to the contract to be bid following:
	a.	Contract	Agree	ment Forn	n/ Purchase Order
	b.	Sales Inv	oice, (	Charge Inv	voice, Cash Invoice, and/or Service Invoice
	C.	Certificat	e of Co	ompletion	Inspection & Acceptance Report
		PASS		FAIL	Remarks/Comments:
7.	Bid Sec a. b.	The amo	ring Double of Bank D	eclaration not less raft/Guara not less th	
		PASS		FAIL	Remarks/Comments:

8.	Original	and notar	ized (	Omni	bus S	Sworn Sta	temen	t	
		PASS		FAI	L	Remark	s/Com	ments:	
9.	specific to	to the con	tract a	at har in the	nd, is Bida	sued by a ling Docu	licens	ed bank, in an	or, Certificate of commitment amount not lower than that set at least equal to ten (10%) of
		PASS		FAI	L	Remark	s/Com	ments:	
10.	authorize		ions f	or the	imn	nediately p			R or its duly accredited and ear, showing among others the
		PASS		FAI	L	Remark	s/Com	ments:	
11.	Valid joir	nt venture	agre	emer	nt, in	case of a	joint ve	enture (if neces	ssary)
		PASS		FAI	L	Remarks/Comments:			
12.	Manufac	turer's Ce	ertifica	ation	or Di	stributor/D	ealers)	hip Authorizati	on
		PASS		FAI	L	Remark	s/Com	ments:	
13.	Certifica	te of Anal	ysis f	or Ce	men	t			
		PASS		FAI	L	Remarks/Comments:			
14.	Certifica	te of Good	d Sta	nding	from	n QBWD (i	if appli	cable)	
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### Quezon Bukidnon Water District

Government Complex, Purok 2, Libertad, Quezon, Bukidnon CCC No. 627



Hotline No. 0917-598-9322 E-mail Address: <a href="mailto:quezonwaterdistrict@gmail.com">quezonwaterdistrict@gmail.com</a>

#### **SCHEDULE OF PRICES**

### Contract: Supply and Delivery of Materials for the Perimeter Fencing of QBWD'S Administration Building

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	10 x 20 x 40 Concrete Hollow Block	4,700	рс		
2	15 x 20 x 40 Concrete Hollow Block	8,050	рс		
3	Portland Cement	3,055	bag		
4	Screened Sand	290	cu. m.		
5	3/4" Gravel	75	cu. m.		
6	16mmØ x 6m Reinforcing Steel Bar, Grade 33	3,507.60	kg		
7	12mmØ x 6m Reinforcing Steel Bar, Grade 33	3,204	kg		
8	10mmØ x 6m Reinforcing Steel Bar, Grade 33	2,498.85	kg		
9	#16 Tie Wire	95	kg		
10	Barbed Wire (30kg - 130 m)	600	LM		
11	11/4"Ø G.I. Pipe, Sch.40	15	length		
12	Nylon String	1	lot		
13	Phenolic Board 4' x 8' x <sup>3</sup> / <sub>4</sub> " thk.	35	ply		
14	2" x 2" x10' Coco Lumber	133.33	bd ft.		
15	2" x 3" x10' Coco Lumber	400	bd ft.		
16	Concrete Wire Nails (Assorted)	40	kg		
17	G.I. Corrugated Sheet 0.8m x 3m	10	sheet		

otal Financial Proposal (in Words):	
(P).	
[signature]	[in the capacity of]
uly authorized to sign Bid for and on I	pehalf of .

Total Bid Proposal: Php \_\_\_\_

