



## INVITATION FOR NEGOTIATION NEGOTIATED PROCUREMENT FOR TWO-FAILED BIDDINGS Procurement of Water Meters for CY 2025 PR No. 25-03-201

1. The Quezon Bukidnon Water District (QBWD) intends to procure Water Meters with an Approved Budget for the Contract (ABC) of Three Hundred Forty Thousand Pesos and 0/100 (Php 340,000.00).
2. The procurement procedure for this requirement is Negotiated Procurement for Two-Failed Bidding pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
3. The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline to the BAC and which would meet the minimum technical specifications required.
4. The QBWD Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
5. The interested bidders may obtain further information from the BAC Secretariat at the address given below from **April 5 to 15, 2025**, Monday to Friday, 8:00 AM to 5:00 PM.
6. The schedule of negotiation activities is herein stated below:

Activity	Date	Time	Venue
Posting of Invitation for Negotiation	April 5, 2025	-	PhilGEPS, QBWD Website, 3 conspicuous places of QBWD Office
Issuance of Request for Quotation (RFQ)/Request for Proposal (RFP)	April 5 to 15, 2025	-	QBWD Office
Negotiation Meeting	April 10, 2025	2:00 PM	QBWD Office
Submission and Opening of Proposals	April 15, 2025	10:00 AM	QBWD Office
Evaluation, Post-Qualification, and Awarding	April 15-16, 2025	-	QBWD Office

7. Two (2) copies of the proposals (one original and one copy) must be submitted to the BAC which must be duly received by the BAC Secretariat through manual submission at QBWD Office, Government Complex, Purok 2, Libertad, Quezon, Bukidnon **on or before 9:00 AM of April 15, 2025**. Late submission shall not be accepted.
8. Interested bidders shall submit the following documents in sealed envelopes, labeled as "Negotiated Procurement for Two-Failed Biddings", with the title of the procurement project, name of the bidder, address, and the contact details of the bidder, addressed to the undersigned.

### A. ELIGIBILITY AND TECHNICAL DOCUMENTS

- a) Valid **PhilGEPS Registration Certificate** (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; Current and Updated copy of the documents as follows:
  - i. Certified True Copy of **Registration Certificate** from **SEC**, **DTI**, or **CDA**, whichever is applicable;

- ii. Certified True Copy of valid **Mayor's/Business Permit** or its Equivalent Document;
  - iii. Certified True Copy of **Tax Clearance** per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);
  - iv. Certified True Copy of **Audited Financial Statements (AFS)** for **FY2023** stamped "received" by the BIR or its duly accredited and authorized institutions
- b) Compliance/Conformity with the **Schedule of Requirements** (Annex A);
  - c) Compliance/Conformity with the **Technical Specifications** (Annex B);

**B. FINANCIAL DOCUMENTS**

- a) Bid Form;
  - b) Price Schedule
9. The General Conditions of the Contract (Annex C) and Special Conditions of the contract (Annex D) shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.
  10. The Head of the Procuring Entity reserves the right to reject and all Bids, declare failure of bidding, or not award the contract in accordance with Section 41 of the 2016 revised Implementing Rules and Regulations.

**(SGD)**

**JANICE MAY M. PORCADILLA-MAMPAWA**  
BAC Chairperson

## Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to QBWD Office, Government Complex, Purok 2, Libertad, Quezon, Bukidnon.

Description	Quantity	Total	Delivered, Weeks/Months
Procurement of Water Meters for CY 2025	200	200	30 Calendar Days

I hereby verify to comply with all the above requirements.

\_\_\_\_\_  
Signature over Printed Name of the Authorized Representative

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Date

# Technical Specifications

Bidders must state here either “Comply” or “Not Comply” in the column “Bidder’s Statement of Compliance” against each of the individual parameters of each “Specification.”

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE
<b>Water Meter 1/2" with Tailpiece</b>	<p>1/2" (15mmØ)-BRASS BODY, MULTI- JET WATER METER, 'ISO4064, Class B</p> <p><b>Specifications:</b> Performance is up to standard ISO 4064. Non-rotatable and Non-reversible</p> <p>Meter Design: Solid and robust design. High impact and pressure resistance, hermetically sealed and register. Dry and magnetic type, 2 pole ring magnet, meter fitted with strainer on inlet to protect against dirt, cleaning without seal is possible with threaded tail piece.</p> <p>Water temperature: ≤50 °C Working Pressure: 16 bars Nominal Flowrate (l/h): 2500 Minimum Flowrate (l/h): 31.25 Maximum Flowrate (l/h): 3125 Maximum Reading: 99.999 Weight: Not less than 900 grams but not more than 1800 grams</p> <p><b>Additional Requirements:</b> Water Meter should easily fit to standard threads of G.I Fittings and subject to actual fitting/test of sample.</p> <p>Tailpiece Gasket should be 2.5mm diameter or should fit the gasket seat properly between the water meter and tailpiece.</p>	
<b>Supply and Delivery</b>	1. All water meters to be delivered shall be of <b>ONE BRAND</b> and be secured from damages.	
	2. The water meters to be delivered shall only be accepted <b>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.</b>	
	3. The delivery point shall be at QBWD Office, Government Complex, Purok 2, Libertad, Quezon, Bukidnon. <b>Unloading charges shall be on the account of the winning bidder.</b>	
	4. The said water meters shall be accepted with the presence of the winning bidder’s representative and QBWD’s representatives.	
	5. All Items should be in good condition. Any damaged item shall be replaced by the winning bidder.	

I hereby verify to comply with all the above requirements.

\_\_\_\_\_  
Signature over Printed Name of the Authorized Representative

\_\_\_\_\_  
Name of Company/Bidder

\_\_\_\_\_  
Date

# General Conditions of Contract

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## 3. Performance Security

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

## 4. Inspection and Tests

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

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to this Contract are delivered to <b>QBWD Office, Government Complex, Purok 2, Libertad, Quezon, 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.</p> <p>Items to be delivered shall only be accepted <b>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</b>.</p> <p>Unloading charges shall be on the account of the winning bidder.</p> <p>The said items shall be accepted with the presence of the winning bidder’s representative and QBWD’s representatives.</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Engr. Raul M. Bagamano, Jr.</b>, Engineer B.</p> <p><b>Advance delivery is prohibited.</b></p> <p>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</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>Performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>Furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided</li> </ol>

	<p>that this service shall not relieve the Supplier of any warranty obligations under this Contract;</p> <ul style="list-style-type: none"> <li>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</li> <li>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.</li> </ul> <p><b>Spare Parts –</b></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> <ul style="list-style-type: none"> <li>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;</li> <li>b. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and;</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in 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 <b>three (3) years</b>.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <b>30 days</b> of placing the order.</p> <p><b>Packaging –</b></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.</p> <p>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</p>
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	<p>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 instruction  Any special handling instruction  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><b>Transportation –</b></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.</p> <p>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</p>
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	<p>the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p>The terms of payment shall be as follows</p> <ul style="list-style-type: none"> <li>➤ <b>30-60</b> days from the date of complete delivery and acceptance in accordance with the terms of this Contract and have been duly inspected and accepted.</li> </ul>
4	<p>Inspection and Testing will be conducted upon delivery of the item to confirm the Technical specifications of the product offered to the requirement of the Procuring Entity.</p>

**Bid Form for the Procurement of Goods**  
**Procurement of Water Meters for CY 2025**

**BID FORM**

Date: \_\_\_\_\_  
Project Identification No.: **25-03-201**

**BIDS AND AWARDS COMMITTEE**

Quezon Bukidnon Water District  
Government Complex, Purok 2 Libertad,  
Quezon, Bukidnon

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 deliver **“Procurement of Water Meters for CY 2025”** 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.

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: \_\_\_\_\_

**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 from Within the Philippines**

Name of Bidder \_\_\_\_\_

Project ID No.: **25-03-201**

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1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation 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)

Name: \_\_\_\_\_

Legal capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_