**Philippine Bidding Documents**

Procurement of GOODS

Government of the Republic of the Philippines

**Two-Phase 10(5+5) MLD Bulk Water Supply Project**

**Kabankalan City, Negros Occidental**

**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:

1. 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.
2. Specific details, such as the **Kabankalan City Water District Office** and **Corner Rizal-Tayum Sts., Brgy. 8, Kabankalan City, Negros Occidental**, 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.
3. 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.
4. 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.
5. 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.
6. 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.



**Invitation to Bid for The Two-Phase 10 (5+5) MLD Bulk Water Supply Project, Kabankalan City**

1. The *Kabankalan City Water District (KWCD)*, through the revenue to be generated by the Water District from the sale of the Bulk Waterintends to apply the *sum of PhP 1,300,312,500.00 for 15 years* being the ABC to payments under the contract for *2 Phases 5MLD Bulk Water Supply for Kabankalan City Water District for a period of 15 years*.
2. The 2 Phases may be extended for an additional 10 years, subject to renegotiation between the Owner and Bulk Water Supplier.
3. The second phase shall be initiated upon the formal written notice from owner, or built 5 years after the original NTP, whichever comes first.
4. Both Phases Bids received in excess of the ABC shall be automatically rejected at bid opening. In this regard, the total bids shall be computed at Bid price x 10,000 x 365 x 15.
5. The *KCWD* now invites bids for the above Procurement Project.Delivery of the Goods is required no later than 365 days after the issuance of Notice of Award of the contract. Bidders should have completed, on 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).
6. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

1. Prospective Bidders may obtain further information from *Kabankalan City Water District* and inspect the Bidding Documents at the address given below during ***Mondays through Fridays from 8:00am to 5:00pm*.**

**Kabankalan City Water District Head Office corner Rizal - Tayum Streets, Brgy. 8, Kabankalan City, Negros Occidental.**

1. A complete set of Bidding Documents may be acquired by interested Bidders on ***January 7, 2025 to February 17, 2025 until 9am*** at the KCWD Head Office, *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of* ***Php 75,000.00***. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through over the counter transaction/bank transfer through electronic means.

***DBP Kabankalan Branch***

***Current Account***

***Kabankalan City Water District***

***Account No. :00-0-05419-745-9***

1. The Kabankalan City Water Districtwill hold a Pre-Bid Conference[[1]](#footnote-1) , and/or through video conferencing (link will be sent to the interested bidder/s) which shall beopen to prospective bidders, on**January 6, 2025 at 10:00 am Philippine Standard Time at Second Floor, GM’s Room, Kabankalan City Water District Office, Corner Rizal-Tayum Sts., Brgy. 8, Kabankalan City, Negros Occidental.**
2. Bids must be duly received by the BAC Secretariat through manual submission at the **Second Floor, Kabankalan City Water District Office, Corner Rizal-Tayum Sts., Brgy. 8, Kabankalan City, Negros Occidental**, on or before **February 17, 2025 at 9:00 am, Philippine Standard Time at Second Floor, Kabankalan City Water District Office***.* Late bids shall not be accepted.

1. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

1. The Opening of Eligibility and Technical Documents to be followed by Financial Envelope for qualified bidders which have complied for the Checklist requirements shall be on February 17, 2025. Only two (2) representatives per bidder are allowed.
2. Documents shall be submitted in two (2) Copies. First Copy - Original Copy shall contain all the original set of documents, while the Second Copy - Photocopy shall contain either original or photocopy of the documents submitted in the First Copy.
3. The KCWD 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.
4. For further information, please refer to:

*HERBERT V. SALIGUMBA*

*BAC-Secretariat Head*

*Kabankalan City Water District*

*09705422312*

1. You may visit the following websites:

For downloading of Bidding Documents: *[kabankalanwater.gov.ph]*

*[December 27, 2024]*

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*MICHAEL I. AUTILLO*

*BAC-Chairman*

*Kabankalan City Water District*

# Section II. Instructions to Bidders

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| **Notes on the Instructions to Bidders** This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract. |

## Scope of Bid

 The Procuring Entity, KCWDwishes to receive Bids for the *Bulk Water Supply Project for Kabankalan City Water District*, with identification number ***ITB 2024-008***

## Funding Information

1. The KCWD through the source of funding as indicated below in the *amount of* *PhP 1,300,312,500.00.*
2. The source of funding will come from the revenue generated by KCWD from the sale of the bulk water as approved by the KCWD per **Board Resolution No. 72, S. 2024, dated November 20, 2024.**

## 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.

## 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.

## 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.

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

## 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.

## Subcontracts

* + 1. 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.
		2. 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.

## Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **January 6, 2025 at 10:00 am Philippine Standard Time at Second Floor, GM’s Room, Kabankalan City Water District Office, Corner Rizal-Tayum Sts., Brgy. 8, Kabankalan City, Negros Occidental** as indicated in paragraph 6 of the **IB.**

## 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.

## Documents comprising the Bid: Eligibility and Technical Components

* + 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)**.
		2. The Bidder’s SLCC as indicated in **ITB** Clause 5.3 should have been completed within ***5 years***prior to the deadline for the submission and receipt of bids.

* + 1. 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.

## Documents comprising the Bid: Financial Component

* 1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
	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.
	3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

## Bid Prices

12.1. Prices indicated on the Price Schedule shall include all necessary permits, licenses and other applicable taxes.

## Bid and Payment Currencies

* + 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.
		2. Payment of the contract price shall be made in:
			1. Philippine Pesos.

## Bid Security

* 1. The Bidder shall submit any form of Bid Security indicated in the **BDS** in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
	2. The Bid and bid security shall be valid until ***120 Calendar Days.*** Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## Sealing and Marking of Bids

Each Bidder shall submit two copies of the first and second components of its Bid.

Bids shall be submitted in two (2) Copies. First Copy - Original Copy shall contain all the original set of documents, while the Second Copy - Photocopy shall contain either original or photocopy of the documents submitted in the First Copy.

The tape binding the sealed bid must be signed by the bidder or his duly authorized representative.

## Deadline for Submission of Bids

16.1. The Bidders shall submit on **February 17, 2025 at 9:00 am, Philippine Standard Time at Second Floor, Kabankalan City Water District Office** as indicated in the **IB.**

## Opening and Preliminary Examination of Bids

* 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.

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

## 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.

## Detailed Evaluation and Comparison of Bids

* 1. The Procuring Entity’s 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.
	2. 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 equal or greater than 10% of the total of the ABCs for all the lots or items participated in by the prospective Bidder.
	3. The Project shall be awarded as One Project and shall be awarded as one contract.
	4. 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 equal or greater than 10% 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.

## Post-Qualification

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, 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**.

## 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

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| **Notes on the Bid Data Sheet** The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:* + 1. Information that specifies and complements provisions of the ITB must be incorporated.

 * + 1. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.
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**Bid Data Sheet**

|  |  |
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| **ITB Clause** |  |
| 1 | Procuring Entity: Kabankalan City Water DistrictProject : Two-Phase 10(5+5) MLD Bulk Water Supply ProjectITB No. 2024-008 |
| 2.2 | Source of Fund: through the revenue to be generated by the Water District from the sale of the Bulk Water |
| 5.3 | For this purpose, contracts similar to the Project shall be:1. The construction of Water Treatment Plants with at least 3MLD in capacity. (Multiple Phases within a Project is acceptable)
2. completed within prior to the deadline for the submission and receipt of bids.
 |
| 7.1 | *[Specify the portions of Goods to be subcontracted, which shall not be a significant or material component of the Project as determined by the Procuring Entity.]* |
| 8 | *Pre-Bid Conference:**Date: January 6, 2025**Time: 10:00am Philippine Standard Time**Address:**Second Floor, GM’s Room, Kabankalan City Water District Office, Corner Rizal-Tayum Sts., Brgy. 8, Kabankalan City, Negros Occidental* |
| 1010.1 | *Documents comprising the Bid: Eligibility and Technical Components**The first Envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents**KCWD Additional Requirement:* 1. *Bids Shall be properly sealed bearing the date and full signature of the principal affixed on the seal of the envelope.*
2. *Bids shall be properly bound*
3. *Should attached downloaded Invitation to Bid (ITB) & Bid Notice Abstract from* ***Philgeps*** *at the Technical proposal envelope.*
 |
| 12 | The price of the Goods shall be quoted VAT inclusive and delivered at a residual pressure of 40psi at the two (2) designated delivery points:

|  |  |  |
| --- | --- | --- |
| ***Delivery Point No.*** | ***Latitude*** | ***Longitude*** |
| ***1*** | 9.980479° | 122.820432° |
| ***2*** | 9.987230° | 122.820343° |

 |
| 14.1 | The bid security shall be in the form of the following forms and amount:  |
|  | 1. Cash, Manager’s Check, Irrevocable Letter of Credit in favor of KCWD or Bank Guarantee from BSP Accredited Banks such as international, commercial or savings banks, excluding rural banks
 |
|  | 1. The amount shall be equivalent to 15% of the Total Payment for one whole year. I.e. (Bid Rate x 10,000 x 365 x 15%)
 |
| 20.2 | The following documents shall be acquired by the awarded supplier prior to the commencement of the Bulk Water Supply Operations:* Comprehensive Water Resource Engineering Study of the Water Source
* Full Hydrology Study and Hydrologic Model that supports the sustainability of the total 10,000 cubic meters per day drawdown of raw water
* National Water Resources Board (NWRB) Water Rights Permit
* Environmental Compliance Certificate (ECC) or any equivalent permit from the Department of Environment and Natural Resources (DENR)
 |
| 21.2 | Additional Requirements as part of the bid submission* The Letter of No Objection shall be acquired from the Office of the Kabanakalan City Mayor.
* The BWS shall present Notarized Contract to Sell or Notarized Lease to Own Agreement with the land owner/s with the size equivalent to that of required for water treatment plant.
* The BWS shall provide a copy of all right of way document from land owner’s for lands the intake and supply pipe the BWS has traversed.
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# Section IV. General Conditions of Contract

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| **Notes on the General Conditions of Contract** The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract. Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.  |

## 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).**

## Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity, which may be extended subject to the discretion of KCWD, 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.

The amount Performance Security shall be equivalent to 20% of the Yearly estimated Contract Price.

Example:

During Phase 1:

Bid Price x 5000 x 365 x 20%

During Phase 1 and 2:

Bid Price x 10,000 x 365 x 20%

## 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. In addition to tests in the **SCC**, **Section VII (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.

## Warranty

* 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.

* 1. 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.

## 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 VI. Schedule of Requirements

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item Number** | **Description** | **Quantity** | **Total** | **Delivered, Weeks/Months** |
| 1 | **Two Phase 10 (5+5) MLD Bulk Water Supply** |  |  |  |
|  | Phase 1 |  |  |  |
|  | Year 1 to Year 15 | 5000cu.m./day | 27,375,000 cu.m | 180 months |
|  |  |  |  |  |
|  | Phase 2 |  |  |  |
|  | Year 1 to 15 | 5000cu.m./day | 27,375,000 cu.m | 180 months |
|  |  |  |  |  |
|  | Note: Phase 2 supplying additional 5 MLD shall commence upon the formal written notice from the KCWD, or 5 years after NTP, whichever comes first |  |  |  |
|  |  |  |  |  |

# Section VII. Technical Specifications

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| **Notes for Preparing the Technical Specifications**A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.**Sample Clause: Equivalency of Standards and Codes**Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent*.” References to brand names cannot be used when the funding source is the GOP.Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.In case of Renewal of Regular and Recurring Services, the Procuring Entity must indicate here the technical requirements for the service provider, which must include the set criteria in the conduct of its performance evaluation. |

**Technical Specifications**

|  |  |  |
| --- | --- | --- |
| **Item** | **Specification** | **Statement of Compliance** |
|  |  | *[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]* |
| 1 | **Two Phase 10 (5+5) MLD Bulk Water Supply** |  |
|  | Phase 1 - 27,375,000 cu.m |  |
|  | Year 1 to Year 15 |  |
|  |  |  |
|  | Phase 2 - 27,375,000 cu.m |  |
|  | Year 1 to 15 |  |
|  |  |  |
|  | Note: Phase 2 supplying additional 5 MLD shall commence upon the formal written notice from the KCWD, or 5 years after NTP, whichever comes first |  |

# Section VIII. Checklist of Technical and Financial Documents

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| **Notes on the Checklist of Technical and Financial Documents**The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following: 1. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
2. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

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

**Checklist of Technical and Financial Documents**

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| 1. **TECHNICAL COMPONENT ENVELOPE**
 |
| ***Class “A” Documents*** |
| *Legal Documents* |
| ⬜ | * + - 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**;
 |
| *Technical Documents* |
| ⬜ | * + - 1. 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**
 |
| ⬜ | 1. 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**
 |
| ⬜ | 1. Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission.
 |
| ⬜ | 1. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 |
| ⬜ | 1. 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* |
| ⬜ | 1. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC)  **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
 |
| ***Class “B” Documents*** |
| ⬜ | 1. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **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.
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| 1. **FINANCIAL COMPONENT ENVELOPE**
 |
| ⬜ | 1. Original of duly signed and accomplished Financial Bid Form; **and**
 |
| ⬜ | 1. Original of duly signed and accomplished Price Schedule(s).
 |

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| --- |
| *Other documentary requirements under RA No. 9184 (as applicable)* |
| ⬜ | 1. *[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.
 |
| ⬜ | 1. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
 |



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. [↑](#footnote-ref-1)