



Water Accessibility - Our Priority!

## **BIDDING DOCUMENTS**

***Supply and Delivery of  
5,000 Pieces 13mm Ø  
Mechanical Water Meters  
(Without Tailpiece)***

**PR No. 23-07-05A-0066**

**September 26, 2023**

Owner:

CAGAYAN DE ORO CITY WATER DISTRICT  
Corrales Avenue, Brgy. 27, Cagayan de Oro City

# Preface

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

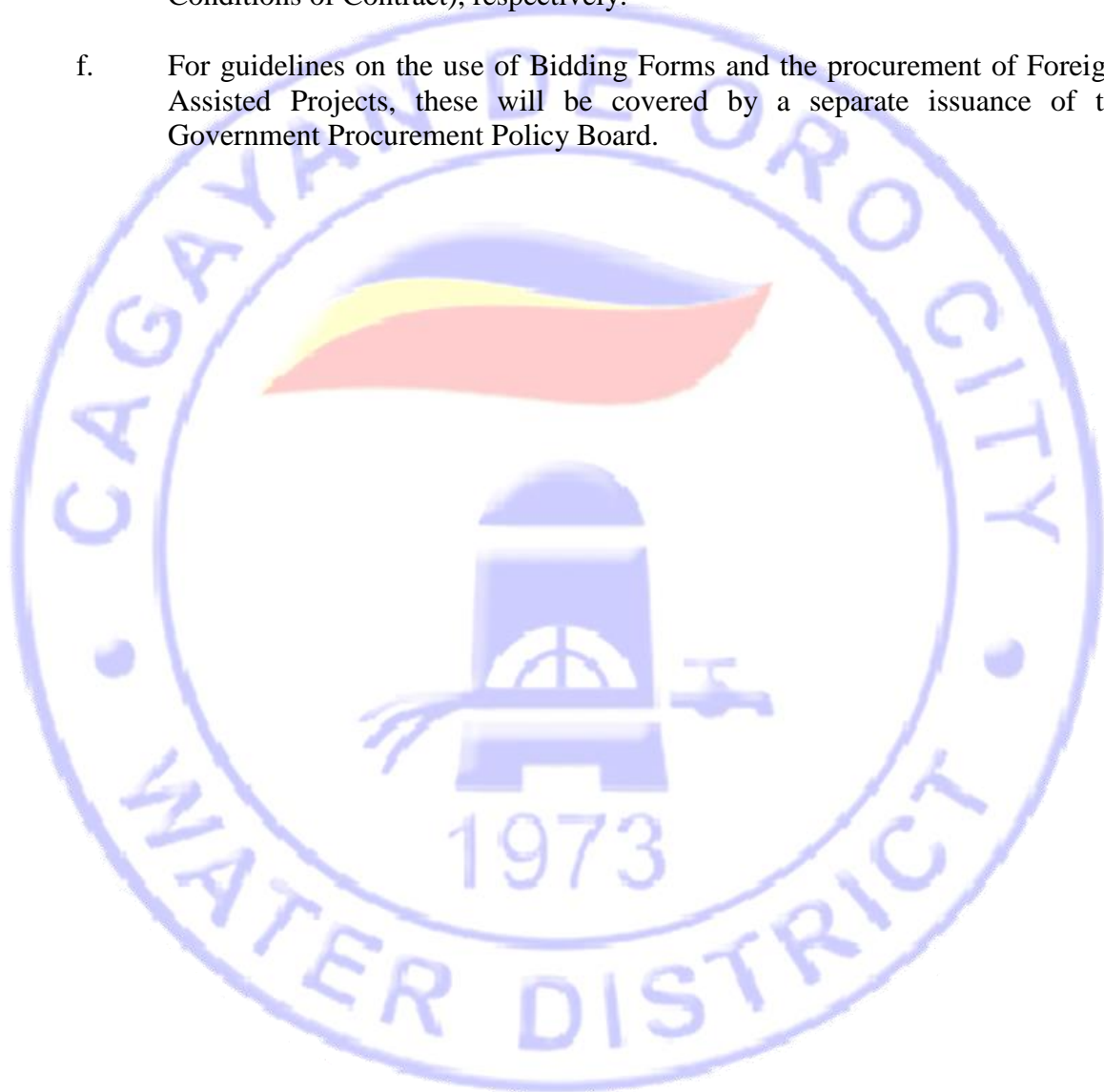
The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission*,” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.



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# ***Glossary of Acronyms, Terms, and Abbreviations***

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

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

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

**CDA** - Cooperative Development Authority.

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

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

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

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

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

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

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

**GFI** – Government Financial Institution.

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

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

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

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

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

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

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

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

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



*Republic of the Philippines*  
**CAGAYAN DE ORO CITY WATER DISTRICT**  
*Corrales AVENUE, Brgy. 27, Cagayan de Oro City*  
*Telephone No.: (088) 555-9850 (Loc. No. 1414)*

## **INVITATION TO BID FOR SUPPLY AND DELIVERY OF 5,000 SETS 13MM Ø MECHANICAL WATER METERS (WITHOUT TAILPIECE)**

1. The *Cagayan de Oro City Water District*, through the *COWD Approved Budget for 2023* intends to apply the sum of *Ten Million Five Hundred Thousand Pesos (₱10,500,000.00)* only being the ABC to payments under the contract for *Supply and Delivery of 5,000 Pieces 13mm Ø Mechanical Water Meters (Without Tailpiece)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Cagayan de Oro City Water District* now invites bids for the above Procurement Project. Delivery of the Goods is required within *Thirty (30) calendar days*. Bidders should have completed, within *five (5) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *Cagayan de Oro City Water District* and inspect the Bidding Documents at the address given below during *8:00 A.M. – 5:00 P.M. (Mondays to Fridays)*.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *September 5, 2023, Tuesday* from the given address and website(s) below *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five thousand pesos only (₱25,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees *in person, by facsimile, or through electronic means*.
6. The *Cagayan de Oro City Water District* will hold a Pre-Bid Conference<sup>1</sup> on *September 12, 2023, 1:30 p.m., Tuesday* at the given address below through video conferencing or webcasting *via Zoom Meeting*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before *September 26, 2023, 3:00 p.m., Tuesday*. Late bids shall not be accepted.

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<sup>1</sup> 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.

8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on *September 26, 2023, 3:00 p.m., Tuesday* at the given address below via *Zoom Meeting*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The complete schedule of activities is listed as follows:

Activities	Schedule
1. Pre-Procurement Conference	August 29, 2023, 1:30 p.m., Tuesday
2. Issuance of Bid Documents	September 5, 2023 – September 26, 2023
3. Pre-Bid Conference	September 12, 2023, 1:30 p.m., Tuesday
4. Opening of Bids	September 26, 2023, 3:00 p.m., Tuesday
5. Bid Evaluation	September 26, 2023, 3:00 p.m., Tuesday
6. Post-Qualification	October 13, 2023, Friday
7. Issuance of Notice of Award	November 10, 2023, Friday
8. Posting of Performance Security & Award of Contract	November 20, 2023, Monday
9. Issuance of Notice to Proceed	November 27, 2023, Monday

11. The *Cagayan de Oro City Water District* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:  
  
*Joseph A. Magriña*  
*Cagayan de Oro City Water District*  
*Corrales Avenue, Brgy. 27 (Poblacion),*  
*Cagayan de Oro City*  
*Email: [bac.cowd@gmail.com](mailto:bac.cowd@gmail.com)*  
*Telephone No.: (088) 555-9850 (Loc. No. 1414)*
13. You may visit the following website:

For downloading of Bidding Documents:

[http://cowd.gov.ph/pr\\_listing.php](http://cowd.gov.ph/pr_listing.php)

<https://www.philgeps.gov.ph/>

*Date of Issue: September 5, 2023*

**EDNA S. NAJEAL**  
BAC Chairperson

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

### **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.



## 1. Scope of Bid

The Procuring Entity, *Cagayan de Oro City Water District* wishes to receive Bids for the *Supply and Delivery of 5,000 Pieces 13mm Ø of Mechanical Water Meters (Without Tailpiece)*, with identification number 23-07-05A-0066.

The Procurement Project (referred to herein as “Project”) is composed of *5,000 Pieces Water Meter DN13, Copper Alloy, MTE x MTE, 13mm Ø (1/2” Ø) (Without Tailpiece)*, 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 *COWD Approved Budget for 2023* in the amount of *Ten Million Five Hundred Thousand Pesos (₱10,500,000.00)* only.

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:

In view of the determination by the Procuring Entity that imposition of the provisions of Section 23.4.1.3 of the IRR of RA 9184 will likely result to monopoly that will defeat the purpose of public bidding: The Bidder should comply with the following requirements:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and

comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

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

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *five (5) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

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

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

- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 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>2</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 date of 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.

## 16. Deadline for Submission of Bids

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

## 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

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<sup>2</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.

- 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.

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

## 20. Post-Qualification

- 20.2. 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**.

## 21. Signing of the Contract

- 21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

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

### **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:

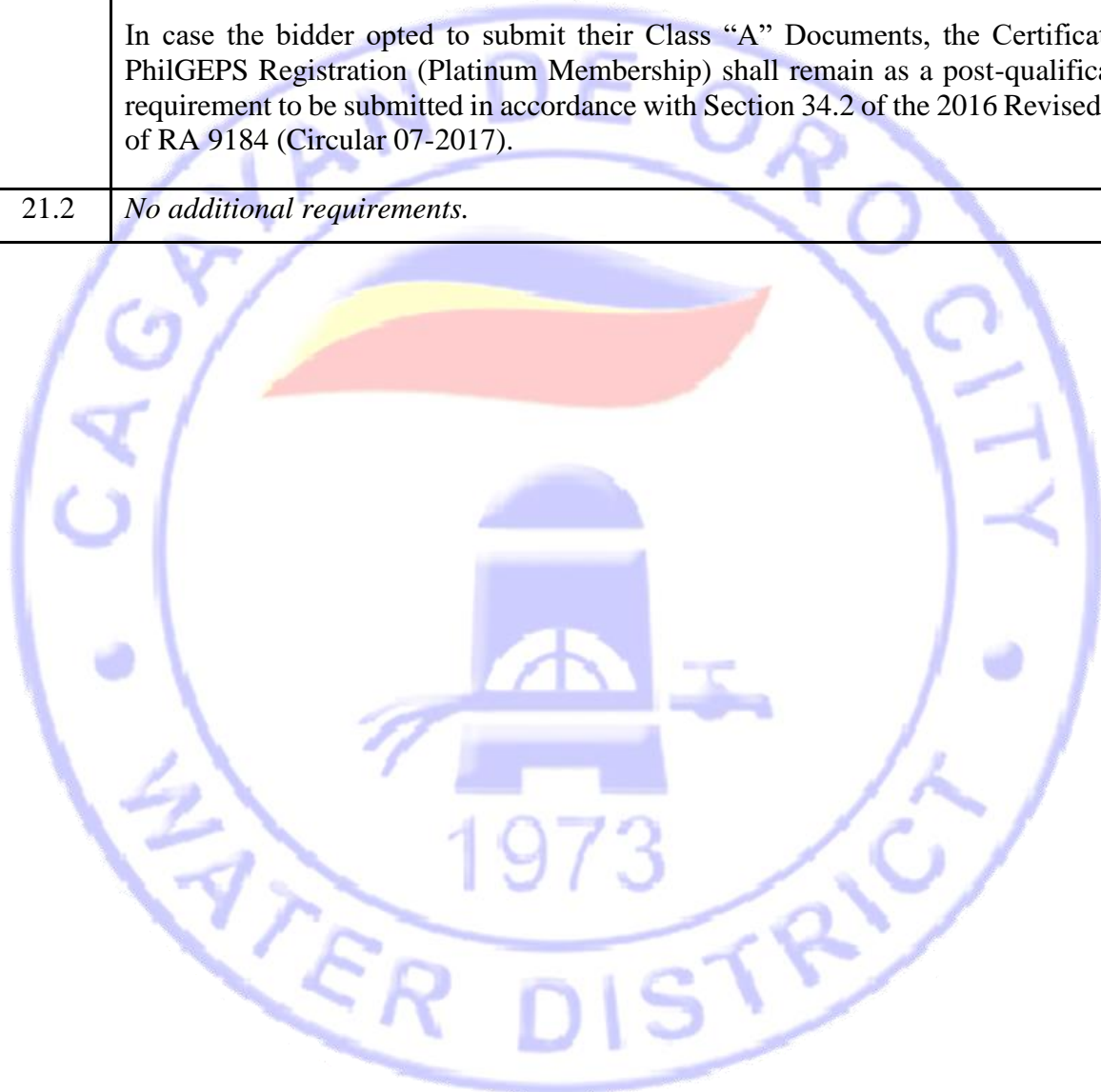
- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be: <b><u>Supply and Delivery of Mechanical Water Meters.</u></b></p> <p>Conditions:</p> <ol style="list-style-type: none"> <li>a. Contract should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> <li>b. SLCC must be equal or at least fifty percent (50%) of the ABC.</li> <li>c. Bidders can also submit at least two (2) similar contracts with an aggregate amount equivalent to fifty percent (50%) of the ABC but the largest of which must be twenty-five percent (25%) of the ABC.</li> <li>d. Contract must be supported by any of the following;               <ol style="list-style-type: none"> <li>i. End User's Final Acceptance; or</li> <li>ii. Official Receipt; or</li> <li>iii. Sales Invoice</li> </ol> </li> </ol>
7.1	Subcontracting is not allowed.
8	COWD will hold a pre-bid conference for this Project on <i>September 12, 2023, 1:30 p.m., Tuesday</i> through video conferencing.
9	<p>Any request for clarification on the Bidding Documents must be done in writing at least ten (10) calendar days before the opening of bids and must be received through the given address below or through electronic mail:</p> <p>Cagayan de Oro City Water District, Corrales Avenue, Cagayan de Oro City <b>EDNA S. NAJEAL</b> BAC Chairperson Telephone No.: (088) 555-9850 (Loc. No. 1414) Email: <a href="mailto:bac@cowd.gov.ph">bac@cowd.gov.ph</a> / <a href="mailto:bac.cowd@gmail.com">bac.cowd@gmail.com</a></p>
10	<p>Documents comprising the Bid:</p> <p><b><u>Legal Documents: (envelope 1)</u></b></p> <ol style="list-style-type: none"> <li>a. PhilGEPS Platinum Certificate of Registration and Membership with Annex A;</li> <li>b. Statement of Bidder's Ongoing Government and Private Contracts;</li> <li>c. Statement of Bidder's Single Largest Completed Contract (SLCC);</li> <li>d. Net Financial Contracting Capacity Computation (NFCC);</li> <li>e. Joint Venture Agreement (JVA), if applicable;</li> </ol> <p><b><u>Technical Components</u></b></p> <ol style="list-style-type: none"> <li>a. Bid Security;</li> <li>b. Production/Delivery Schedule;</li> <li>c. Manpower Requirements (including delivery and unloading personnel);</li> <li>d. After Sales Service;               <ol style="list-style-type: none"> <li>1. One (1) year warranty – min. (e.g., replacement of defective product)</li> <li>2. Parts availability warranty (5 years minimum)</li> </ol> </li> </ol>

	<p>e. Product Quality Certification (ISO or ICE) and/or Philippine Standard Quality Certification Mark within the validity period;</p> <p>f. Product Literature/Brochure with Product Catalogue (in English);</p> <p>g. Conformity to Technical Specifications;</p> <p>h. Certificate of Origin;</p> <p>i. BIR Certificate of Registration;</p> <p>j. Certification from MANUFACTURER authorizing the bidder to DISTRIBUTE, TRADE, DEAL or SUPPLY the product with <b><u>validity period</u></b> or certification as MANUFACTURER;</p> <p>k. Notarized Omnibus Sworn Statement with Authority of Signatory/Affidavit of Undertaking (for sole proprietorship).</p> <p><b><u>Financial Component: (envelope 2)</u></b></p> <p>a. Financial Bid Form;</p> <p>b. Price Schedule</p>
12	<p>The price of the Goods shall be quoted DDP <i>COWD Warehouse, Kauswagan, Cagayan de Oro City</i>.</p> <p>No incidental services are required.</p>
13.2	Payment of the contract price shall be made in Philippine Pesos.
14.1	<p>The bid security shall be in the form of a Notarized Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <b><u>₱210,000.00</u></b> (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <b><u>₱525,000.00</u></b> (5% of ABC) if bid security is in Surety Bond. Bidders must attach the Insurance Commissioner's Certificate.</p>
14.2	The bid and bid security shall be valid until 120 days from the date of opening of bids.
15	<p>Each Bidder shall submit in three (3) clear copies sealed and labeled one (1) original and two (2) duplicates of the first and second components of its bid. All copies of the documents shall be certified true copy and signed by the owner or authorized representative.</p> <p>Bidders are requested to properly tag or label each documentary requirements for easy reference during the evaluation.</p>
16	<p>The address for submission of bids is Cagayan de Oro City Water District, Corrales Avenue, Cagayan de Oro City.</p> <p>The deadline for submission of bids is <i>September 26, 2023, 3:00 p.m., Tuesday</i>.</p>
17	<p>The address for opening of bids is Cagayan de Oro City Water District, Corrales Avenue, Cagayan de Oro City.</p> <p>The opening of bids will be on <i>September 26, 2023, 3:00 p.m., Tuesday</i>, through video conferencing via Zoom Meeting.</p>
19.3	Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.

20.2	<p>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 the following additional requirements:</p> <ol style="list-style-type: none"> <li>1. Latest Annual Income Tax Returns;</li> <li>2. Business Tax Returns (six [6] months prior to the opening of bids [VAT or Percentage Tax]) – filed and paid through the BIR Electronic Filing and Payment System (eFPS); and</li> <li>3. Four (4) Pieces Sample and one (1) cut away of the offered brand.</li> </ol> <p>In case the bidder opted to submit their Class “A” Documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (Circular 07-2017).</p>
21.2	<i>No additional requirements.</i>



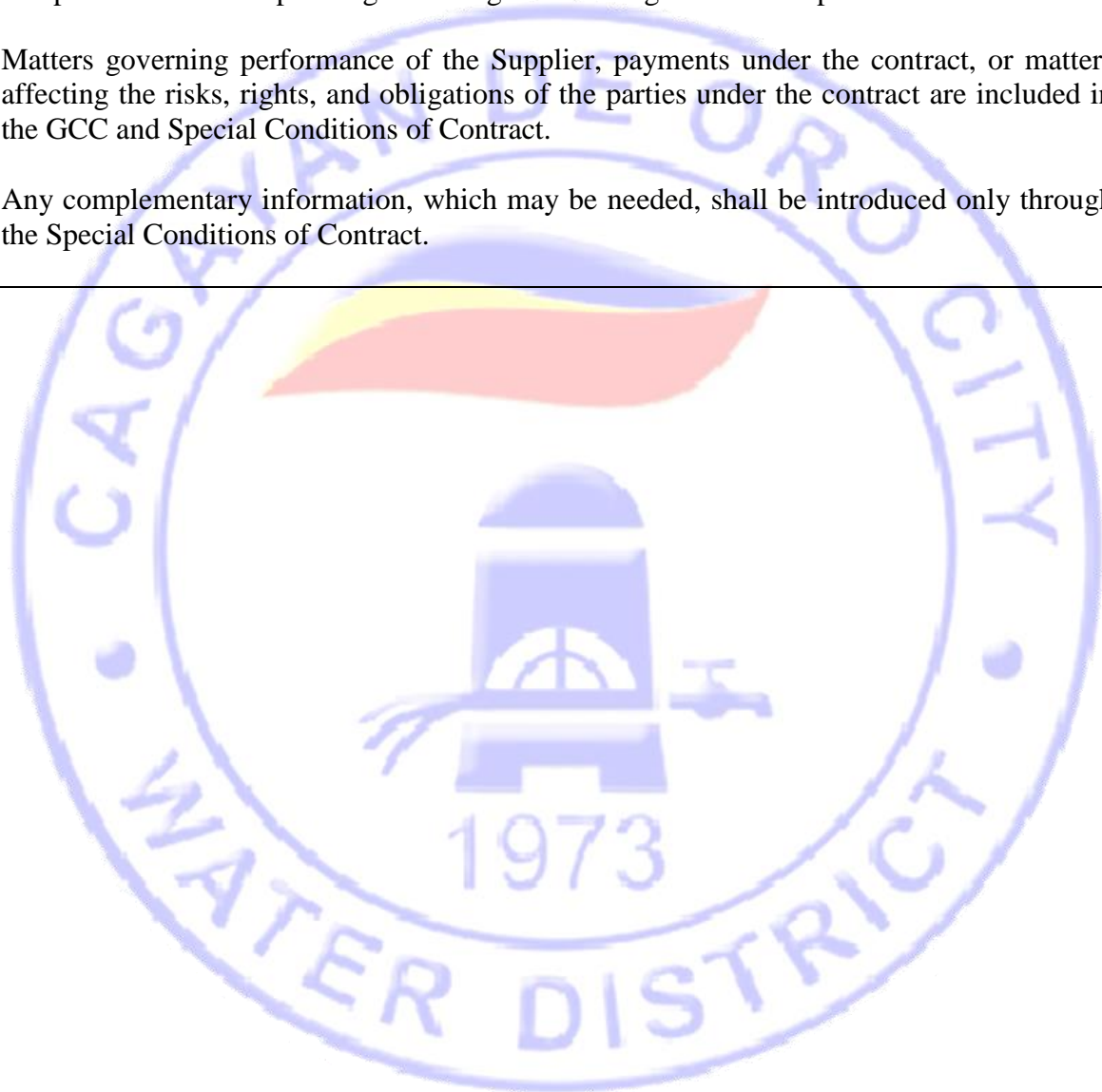
## ***Section IV. General Conditions of Contract***

### **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.



## 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 specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

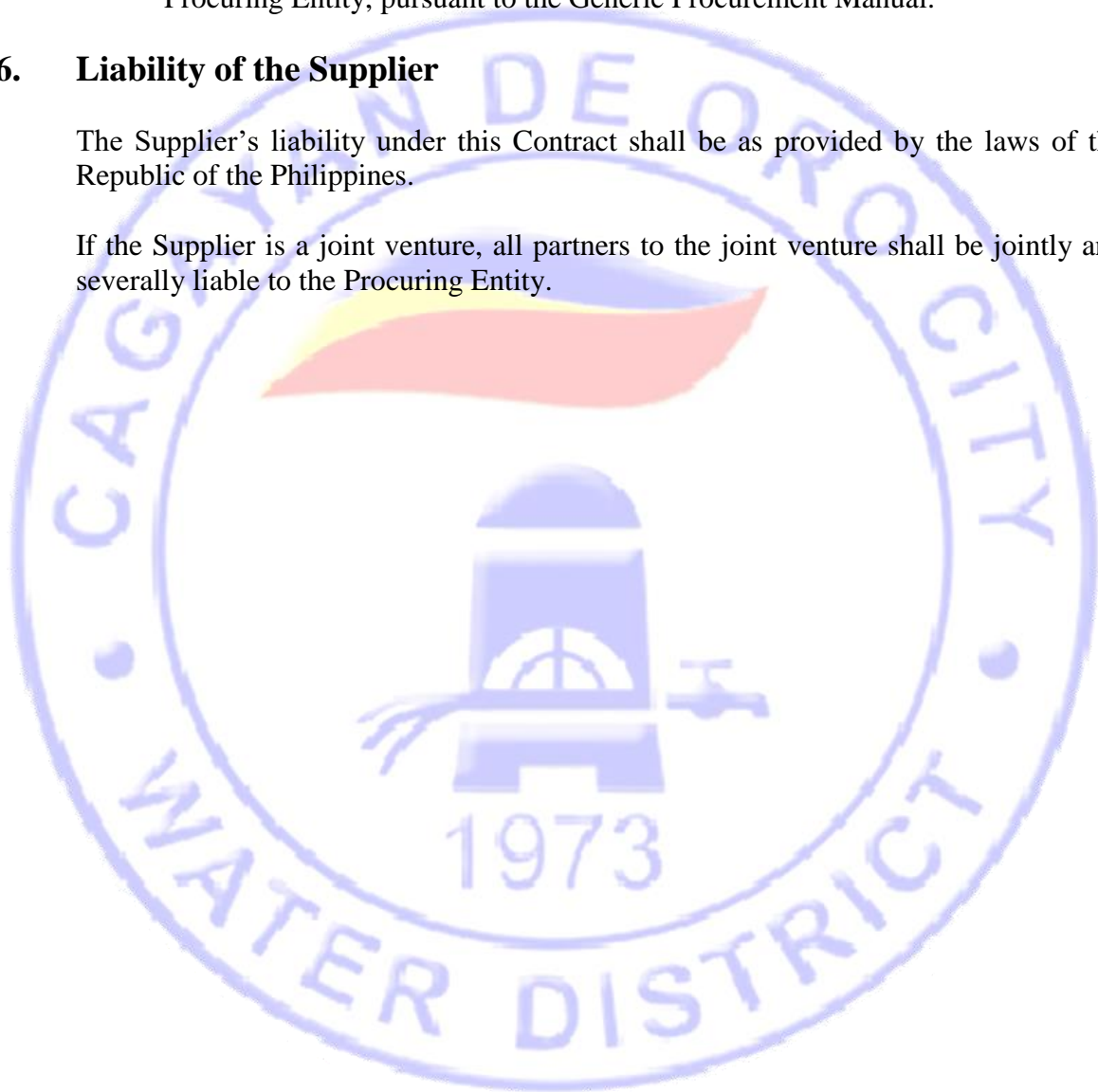
## **5. Warranty**

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

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

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

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



## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]</i></p> <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><i>[For Goods supplied from abroad, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>Cagayan de Oro City Water District</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>Cagayan de Oro City Water District</i>. 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>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Maint. (NRW) Department</i>.</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 Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<ol 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.</li> </ol>

	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><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 <b>Section VI (Schedule of Requirements)</b> 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 five (5) years.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within five (5) years 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. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p>

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><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. 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</p>

	<p>Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><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	The terms of payment shall be made as stipulated in the Purchase Order.
4	The inspections and tests that will be conducted are initial operation and performance
6.1	<p><i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p><i>If the Goods pertain to Non-Expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p> <p>An amount equal to five (5%) percent of the contract cost will be withheld within the warranty period.</p>
6.2	The period for correction of defects in the warranty period is <i>thirty (30) calendar days</i> .

## ***Section VI. Schedule of Requirements***

The delivery schedule expressed as calendar days stipulates hereafter a delivery date which is the date of delivery to the project site.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Delivered, Calendar Days</b>
1.	Water Meter DN13, Copper Alloy, MTE x MTE, 13mm Ø (1/2" Ø) (Without Tailpiece)	5,000	Piece	30 Calendar days

<b>ALLOCATION DEPARTMENT</b>			
<b>Description</b>	<b>Total Quantity</b>	<b>Unit</b>	<b>Department</b>
Water Meter DN13, Copper Alloy, MTE x MTE, 13mm Ø (1/2" Ø) (Without Tailpiece)	5,000	Piece	Maintenance (NRW)

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

### **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.



## Technical Specifications

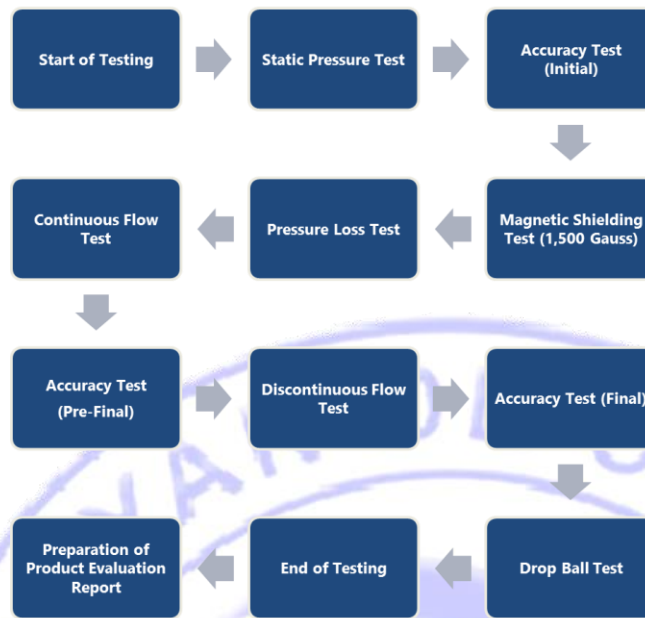
Specification		<u>STATEMENT OF COMPLIANCE</u>
		(State “Comply or not Comply” for each item description and specifications and attach your company shop/drawing and or brochures / and or Literatures)
<b>PR NO. 23-07-05A-0066 – SUPPLY AND DELIVERY OF 5,000 PIECES 13MM Ø MECHANICAL WATER METERS (WITHOUT TAILPIECE)</b>		
<b>The image provided is for reference only. We are not specifying/endorsing any particular brand of water meter. IT IS STRONGLY ADVISED TO STRICTLY FOLLOW THE TABLE OF MATERIAL (with dimension and end connection specifications) AND MATERIAL SPECIFICATIONS PROVIDED.</b>		
<b>MATERIAL TYPE</b>	Copper Alloy	
<b>END CONNECTION</b>	MTE X MTE	
<b>DIMENSIONS</b>	5,000 Pieces 13mm Ø (1/2” Ø) – DN13	
<b>GENERAL SPECIFICATIONS</b>	The water meter to be offered shall be manufactured and tested in accordance to ISO 4064:2005 or OIML R49:2006 standards. The meter shall be single jet (13mmØ) type with measuring range equivalent to R 100. The water meter shall be a dry-type dial that means the register shall not be in contact with water. The meter inlet and outlet nozzles shall be threaded end connections with size and dimensions conforming to ISO 228-1. The water meter shall be equipped with accuracy adjustment device located inside the meter.	
<b>GENERAL CONDITIONS</b>		
<b>APPLICATIONS</b>	The water meter stipulated in this lot shall be used for cold and potable water application. The water meter shall be used for utility billing applications so the metrological performance shall be of utmost quality. The meter shall be installed outdoors and will be continuously exposed to seasonal weather conditions.	
<b>WATER QUALITY</b>	The water distribution system, in which the water meter shall be installed, is mainly supplied from ground water sources therefore the water meter will be continuously exposed to chlorinated water with presence of silt, fine sands and other suspended solids.	
<b>CLIMATE</b>	Climate is tropical with two seasonal variations such as dry and wet seasons. The water meter shall be suitable to be exposed to direct sunlight, heavy rainfall and flooding. The ambient temperature in the region is up to 50°C.	
<b>WATER METER CONSTRUCTION</b>		

<b>METER BODY</b>	The meter body (or main casing) shall be made of copper alloy containing not less than 75% copper with an anti-corrosion treatment.	
	The copper composition of the meter body shall comply the UNS C84800 of ASTM B584 (new edition).	
	The meter bonnet or the upper casing shall be made of material similar to the meter body.	
	The meter body shall be painted in standard blue color.	
<b>MEASURING COMPONENTS</b>	The measuring chamber and impeller shall be made of any of suitable engineering plastic materials such as: <ul style="list-style-type: none"> <li>• Polyphenylene oxide as per ASTM D2874</li> <li>• Nylon as per ASTM D4066</li> <li>• Polyethylene as per ASTM D1248 or Polystyrene ASTM D3011</li> </ul>	
	The pivot pin or rotor spindle shall be made of phosphorous bronze, stainless steel, nickel or nickel alloy.	
	The permanent magnet drive attached on the upper end of the spindle and register portion shall be made of ceramic or ferrite materials.	
	All the magnetic couplings shall be shielded from external magnetic fields of 0.15 Tesla (equivalent to 1,500 Gauss) when positioned on top of the lens and on both sides of the meter body.	
<b>METER LENS</b>	The meter lens shall be made of robust and abrasion-resistant clear glass.	
	Suitable engineering plastic materials may be offered.	
	The meter lens shall withstand UV rays from sunlight without discoloration.	
	The lid cover shall be hinged to the bonnet or the upper casing using a non-corrosive metallic hinge pin.	
<b>REGISTERS</b>	The register shall be housed in a shockproof synthetic polymer container.	
	The register shall be dry-type and hermitically sealed.	
	There shall be no moisture condensation or anything that may cause difficulty in meter reading when the water meter is installed in the area's general conditions stipulated.	
	The register shall be a straight reading type and shall be read in cubic meters (m <sup>3</sup> ) and liters.	
	The register shall be protected and covered by robust synthetic polymer materials.	
	The cubic meters (m <sup>3</sup> ) rollers shall be indicated in black/white color while the liters shall be indicated in red color.	
	The cubic meters (m <sup>3</sup> ) shall have minimum registration of 9999 and shall have height not less than 4mm.	
	There shall be at least two (2) numerals (in dial hands, counter wheels or combination) for liters' registration.	
	There shall be star dial or flow indicator.	
	The register shall be readable at 45° angle from the vertical.	

	The entire register shall have internal and external ingress protection level of IP68.											
	The frames, shafts, gears and pinions used in the register shall be made of suitable engineering plastic and approved non-ferric materials.											
STRAINERS	The inlet strainer shall be a removable type.											
	The basket strainer shall cover the measuring chamber.											
	The strainers shall be made of suitable engineering and food grade plastic or corrosion resistant materials such as bronze or stainless steel.											
	The strainers shall hold back grits or solid particles of 1mm size.											
METER LENGTH	The table below shows the required end-to-end length and thread end size of the meter depending on its nominal diameter size.											
<table><tr><td>Nominal Diameter (mm)</td><td>Length Without Tailpiece<sup>3</sup> (mm)</td><td>Thread End (mm)</td></tr><tr><td>13</td><td>165</td><td>G ¾ B (20)</td></tr></table>		Nominal Diameter (mm)	Length Without Tailpiece <sup>3</sup> (mm)	Thread End (mm)	13	165	G ¾ B (20)					
Nominal Diameter (mm)	Length Without Tailpiece <sup>3</sup> (mm)	Thread End (mm)										
13	165	G ¾ B (20)										
Meter Length and Thread End Size												
PERFORMANCE AND MARKINGS												
MAXIMUM PERMISSIBLE ERROR LIMITS	The errors of the water meter shall be within the permissible limits conforming to ISO 4064-3.											
	The table below shows the maximum permissible limits at each flow rate.											
<table><tr><td>Flow Rate (m³/hour)</td><td>Maximum Permissible Error</td></tr><tr><td>Q1</td><td>±5%</td></tr><tr><td>Q2</td><td>±2%</td></tr><tr><td>Q3</td><td>±2%</td></tr><tr><td>Q4</td><td>±2%</td></tr></table>		Flow Rate (m³/hour)	Maximum Permissible Error	Q1	±5%	Q2	±2%	Q3	±2%	Q4	±2%	
Flow Rate (m³/hour)	Maximum Permissible Error											
Q1	±5%											
Q2	±2%											
Q3	±2%											
Q4	±2%											
Maximum Permissible Error Limits												
PRESSURE LOSS	The pressure loss of the meter shall not exceed 0.063 MPa (or 0.63 bar) at any flow rate between Q1 and Q3 in accordance to table 4 of ISO 4064-1:2005.											
WORKING TEMPERATURE AND PRESSURE	The water meter must withstand the maximum continuous water temperature of 35°C and maximum continuous working pressure of 1.6 MPa (equivalent to 232 psi).											
METER MARKINGS												
BODY	Direction of the flow shall be embossed on both sides of the meter body.											
FACE PLATE	The following information shall be printed on the faceplate of the meter: a. Meter make or brand b. Permanent flow rate (m³/hour) c. Class of the meter d. DN size											

<sup>3</sup> ±3mm tolerance

SERIAL NUMBER	Engraved block type with a font height to minimum of 4mm at register box ring or body casing at the upper part of the outlet or register ring. (For verification upon delivery).			
SUBMITTALS				
THE SUPPLIERS SHALL SUBMIT THE FOLLOWING DOCUMENTS:	Technical brochure showing technical data including dimension, material specification, accuracy curve and pressure loss curve.			
	Copy of standard certifications (either of the following): a. ISO 9001 certification – Quality Management System b. ISO 14001 certification – Environmental Management System c. Certificate of Conformity from OIML standard d. OHSAS 18001 – Occupational Health and Safety Management System			
	List of reference countries where the offered meter model has been supplied.			
	ISO 4064:2005 certificate.			
	Copper composition test result issued by Metals Industry Research and Development Center (MIRDC) shall have a validity period.			
R100 WATER METER ACCURACY				
Meter Size	Qmin (in liters/hour)	Qt (in liters/hour)	Qn (in liters/hour)	Qmax (in liters/hour)
DN13	25	40	2,500	3,125
TEST PROCEDURES				
To ensure that only good quality water meters shall be purchased by COWD, a testing procedure must be carried out on the water meters from any ISO 17025 certified laboratory. The third-party laboratory shall be capable of applying performance testing shown in the table below. The supplier shall submit the result of the performance test and the water meters submitted for testing during the bid opening. Test results within 2 years before the date of bidding are still acceptable.				
Test No.		Test Description		
1		Static Pressure Test		
2		Accuracy Test		
3		Magnetic Shielding Test		
4		Pressure Loss test		
5		Endurance Test (Continuous)		
6		Drop Ball Test		
Performance Testing				
The required meter samples and passing criteria are shown in the following table.				
DN size (mm)	Sample Size	Passing Criteria		
13	5	4 samples must pass the test		
PERFORMANCE TESTING METHODOLOGY				
The water meter testing procedures shall be in accordance to ISO 4064-3:1993 “Measurement of water flow in fully charged closed conduit – Meters for cold potable water and hot water – Part 3: Test method and equipment”. A simple flow chart of the performance testing methodology can be seen below:				



Performance Testing Flow Chart

**STATIC PRESSURE TEST**

The purpose of this test is to determine whether the meter under test could withstand static pressure (no flow) without any damage or leakage. The meter under test shall be examined for physical damage and external leaks.

Each water meter shall be subjected to static pressure test of 1.6 MPa (equivalent to 16 bar) for fifteen (15) minutes.

**ACCURACY TEST**

The purpose of this test is to verify the measurement error of the meter under test against the actual volume of water collected or accumulated from the reference instrument/calibrated tank. The reference instrument/calibrated tank shall quantify the water that has passed through the meter under test volumetrically or by weighing.

The errors observed for each of the flow rates shall not exceed the maximum permissible errors appeared in the **Maximum Permissible Error Limits** table.

**MAGNETIC SHIELDING TEST**

The purpose of this test is to determine the error and magnetic shielding capacity of the meter under test when subjected to external magnetic fields. The test shall consist of installing of a magnet with strength of 0.15 Tesla (1,500 gauss) on top of the register lens and on side of the meter body while carrying out accuracy testing.



Illustration of Magnetic Shielding Test

The error at Q1 to Q4 of the water meters shall not be affected by external magnetic field. The error after the meters are exposed to external magnetic field shall be within the maximum permissible error specified in **Maximum Permissible Error Limits**.

### PRESSURE LOSS TEST

The purpose of this test is to ensure that the pressure loss of the meter under test shall not exceed 0.063 MPa (or 0.63 bar) at any flow rate between Q1 and Q3. The pipework assembly shall be complied in accordance to ISO 4064:2005-3 of section 7.2.1.2.2 under Figure 2 – “Layout of Measuring Section”.

### ENDURANCE TEST

#### CONTINUOUS FLOW TEST

The purpose of the test is to verify that the meter under test is durable when subjected to continuous maximum flow condition. The continuous test shall consist of testing the meter at Q4 for one hundred (100) hours non-stop.

#### DISCONTINUOUS FLOW TEST

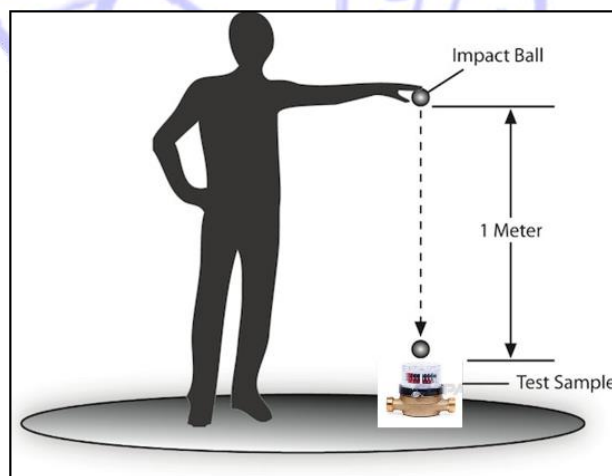
The purpose of this test is to verify that the meter under test is durable when subjected to cyclic flow conditions (intermittent flows). The test shall consist of subjecting the meter under test at 15 seconds flow duration at Q3 and 15 seconds interval for stopping at 100,000 cycles. The errors observed after the continuous and discontinuous flow tests shall within the acceptance criteria described in the table below.

Endurance Test	Acceptance Criteria
Continuous Flow Test	The variation of error at Q1 shall not exceed 3%. The variation of error at Q2 to Q4 shall not exceed 1.5%.
Discontinuous Flow Test	

#### Acceptable Criteria for Endurance Test

### DROP BALL TEST

The purpose of this test is to determine the durability of register lens against sudden impact to hard materials. This test shall be carried out by dropping a 25mm diameter steel ball from a height of not less than 1-meter. The register lens shall not sustain cracks or any damage.



**Illustration of Drop Ball Test**

DELIVERY AND ACCEPTANCE																																							
PACKAGING	The water meters shall be secured inside a non-returnable wooden crate or durable carton box.																																						
	Each meter shall have plastic protective caps covering the entire thread ends of the meter.																																						
	The meter shall be boxed in-group with stacking symbol placed on the conspicuous part of the package.																																						
	The packaging shall be compact in such a way that the meter and accessories shall not be damaged while in transit.																																						
	The storage and stacking instruction manual shall be provided by the supplier.																																						
	The delivery drop-off points must be lessened to prevent damage when the meters are in transit.																																						
ACCEPTANCE TESTING	The newly purchase water meters shall be tested randomly as part of COWD incoming quality control procedures.																																						
	The sample size shall be determined using “Acceptance Quality Limit” (AQL) 2.5% at level II inspection levels in accordance to ISO 2859-1.																																						
	The succeeding table shows the sample size according to lot size of the water meters.																																						
<table><tr><th>Lot Size</th><th>Inspection Level II (Normal)</th><th>Sample Size</th><th>Acceptability Level (AQL at 2.5%)</th></tr><tr><td>51 – 90</td><td>E</td><td>13</td><td>1</td></tr><tr><td>91 – 150</td><td>F</td><td>20</td><td>1</td></tr><tr><td>151 – 280</td><td>G</td><td>32</td><td>2</td></tr><tr><td>281 – 500</td><td>H</td><td>50</td><td>3</td></tr><tr><td>501 – 1,200</td><td>J</td><td>80</td><td>5</td></tr><tr><td>1,201 – 3,200</td><td>K</td><td>125</td><td>7</td></tr><tr><td>3,201 – 10,000</td><td>L</td><td>200</td><td>10</td></tr><tr><td>10,001 – 35,000</td><td>M</td><td>315</td><td>14</td></tr></table> <p style="text-align: center;"><b>AQL at 2.5% Inspection Level II</b></p>				Lot Size	Inspection Level II (Normal)	Sample Size	Acceptability Level (AQL at 2.5%)	51 – 90	E	13	1	91 – 150	F	20	1	151 – 280	G	32	2	281 – 500	H	50	3	501 – 1,200	J	80	5	1,201 – 3,200	K	125	7	3,201 – 10,000	L	200	10	10,001 – 35,000	M	315	14
Lot Size	Inspection Level II (Normal)	Sample Size	Acceptability Level (AQL at 2.5%)																																				
51 – 90	E	13	1																																				
91 – 150	F	20	1																																				
151 – 280	G	32	2																																				
281 – 500	H	50	3																																				
501 – 1,200	J	80	5																																				
1,201 – 3,200	K	125	7																																				
3,201 – 10,000	L	200	10																																				
10,001 – 35,000	M	315	14																																				
	The sample size shall be determined using “Acceptance Quality Limit” (AQL) 2.5% at level II inspection levels in accordance to ISO 2859-1.																																						
	Each sample meter shall undergo accuracy testing and shall be within the maximum permissible error stipulated in the <b>Maximum Permissible Error Limits</b> . The acceptance of the lot shall be in accordance to the criteria listed in the “Acceptability Level” of <b>AQL at 2.5% Inspection Level II table</b> . If the delivery lot does not meet the acceptability level, the whole lot shall be rejected by COWD.																																						



## ***Section VIII. Checklist of Technical and Financial Documents***

### **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:

- a. 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
- b. 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 FOR PR NO. 23-07-05A-0066**

**SUPPLY AND DELIVERY OF 5,000 PIECES 13MM Ø OF MECHANICAL WATER METERS  
(WITHOUT TAILPIECE)**

**APPROVED BUDGET FOR THE CONTRACT: ₱10,500,000.00**

**TECHNICAL PROPOSAL/ ELIGIBILITY REQUIREMENTS “FIRST ENVELOPE”**

(marked “Envelope No.1)

**LEGAL DOCUMENTS:**

- 1) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- 2) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and  
Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the [BDS](#).

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
  - (ii.2) date of the contract;
  - (ii.3) contract duration;
  - (ii.4) owner’s name and address;
  - (ii.5) kinds of Goods;
  - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
  - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA’s consumer price index, if necessary, for the purpose of meeting the SLCC requirement;
  - (ii.8) date of delivery; and
  - (ii.9) end user’s acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- 3) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank

Class “B” Document:

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

TECHNICAL DOCUMENTS

- 1) The bid security shall be either of the following forms:
  - a. Bid Securing Declaration (Notarized)
  - b. (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;
  - c. (5% of ABC), if bid security is in Surety Bond.
- 2) Production / Delivery Schedule;
- 3) Manpower Requirements (including delivery, unloading personnel);
- 4) After Sales Service;
  1. One (1) year warranty – min. (e.g., replacement of defective product)
  2. Parts availability warranty – 5 years' minimum
- 5) Product Quality Certification (ISO or ICE) and/or Philippine Standard Quality Certification Mark within the validity period;
- 6) Product Literature/Brochure with Product Catalogue (in English);
- 7) Conformity to Technical Specifications;
- 8) Certificate of Origin;
- 9) BIR Certificate of Registration;
- 10) Certification from MANUFACTURER authorizing the bidder to DISTRIBUTE, TRADE, DEAL or SUPPLY the product with **validity period** or certification as MANUFACTURER;
- 11) Notarized Omnibus Sworn Statement with Authority of Signatory/Affidavit of Undertaking (for sole proprietorship).

**FINANCIAL PROPOSAL** “*SECOND ENVELOPE*”

(marked “Envelope No. 2”)

- 1) Financial Proposal Submission Sheet, which includes bid prices and the bill of quantities
  - Financial Bid Form;
  - Price Schedule

## ***Bidding Forms***



APPENDIX “1”

**Bid Form for the Procurement of Goods**

*[shall be submitted with the Bid]*

**BID FORM 1**

Date: \_\_\_\_\_

Project Identification No.: 23-07-05A-0066

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

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

If our Bid is accepted, we undertake:

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(if none, state “None”)]

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

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

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

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

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

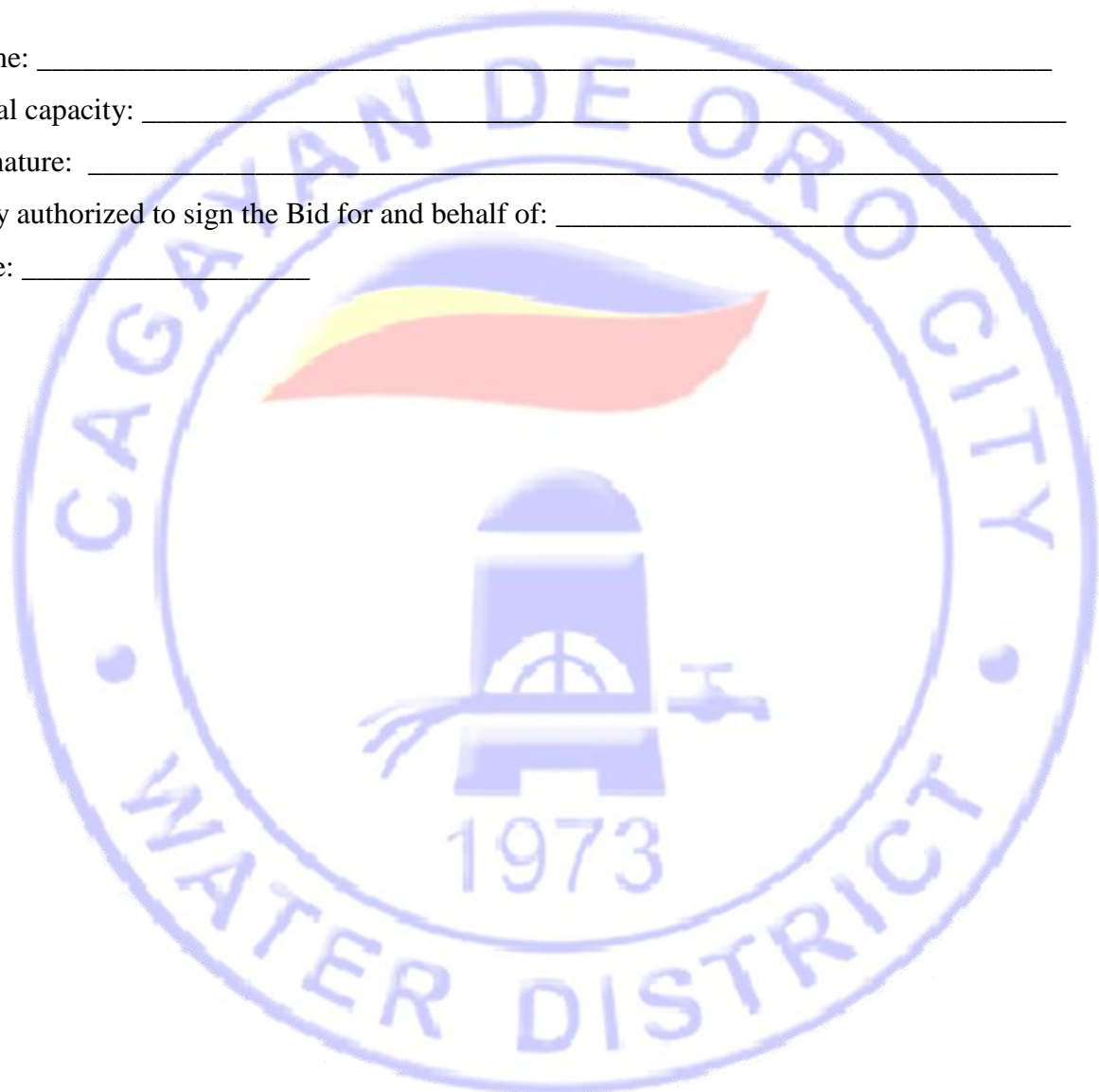
Name: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_



**BID FORM 2****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. \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

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

## Contract Agreement Form for the Procurement of Goods (Revised)

*[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]*

### CONTRACT AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures in specified currency]* (hereinafter called “the Contract Price”).

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
  - i. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;  
  
Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
  - iii. Performance Security;
  - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
  - v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

*for:*

*for:*

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

*[Format shall be based on the latest Rules on Notarial Practice]*

## Omnibus Sworn Statement (Revised)

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

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

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## **Affidavit of Undertaking Form**

*[shall be attached with the OSS if bidder is a sole proprietorship]*

REPULIC OF THE PHILIPPINES)  
CITY/MUNICIPALITY OF \_\_\_\_\_) S.S.

### **AFFIDAVIT OF UNDERTAKING**

I, *[Name of Affiant/Proprietor]*, of legal age *[Nationality]*, *[Civil Status]*, and a resident of *[Address of Affiant/Proprietor]*, after having been duly sworn to in accordance with law, do hereby depose and say:

That I am the owner and sole proprietor of *[Bidder's Company Name]* with office address at *[Bidder's Company Address]*;

That I will attend for a bidding of the project under ***PR No. 23-07-05A-0066, Supply and Delivery of 5,000 Pieces 13mm Ø Mechanical Water Meters (Without Tailpiece)***;

That I hereby certify that the said establishment is a SOLE PROPRIETORSHIP and undertake to comply all requirements needed on the said project thereof;

That I am executing this affidavit to attest to the truth of the foregoing facts and for whatever legal purpose it may serve;

IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of *[Month]* *[Year]* at *[Place of Execution]*.

*[Insert NAME OF AFFIANT/PROPRIETOR]*  
*[Insert signatory's legal capacity]*  
Affiant/TIN No.: *[Insert No.]*

### **[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

## **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION**

**Project Identification No.: [23-07-05A-0066: Supply and Delivery of 5,000 Pieces 13mm Ø Mechanical Water Meters (Without Tailpiece)]**

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

I/We, the undersigned, declare that:

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

*[Format shall be based on the latest Rules on Notarial Practice]*

Date

The Bids and Awards Committee  
Cagayan de Oro City Water District  
Cagayan de Oro City

**MANPOWER REQUIREMENTS**

We commit to provide the following staff and personnel to undertake this project:  
(*Project Name*).

POSITION	NAME OF PERSONNEL	FUNCTION OR ROLE IN THE PROJECT	OTHER REMARKS

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Position

Date

The Bids and Awards Committee  
Cagayan de Oro City Water District  
Cagayan de Oro City

**SCHEDULE OF DELIVERY**

This is to commit to deliver **(quantity, unit & item)** to Cagayan de Oro City Water District within **Thirty (30)** calendar days from receipt of your Purchase Order.

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Position

***Note to the Bidder: Please use your own letterhead using the above format.***

Date

The Bids and Awards Committee  
Cagayan de Oro City Water District  
Cagayan de Oro City

### **SERVICE AFTER SALES (WARRANTY)**

Name of Company (Bidder) commits to perform and deliver the following statement of warranty as an integral part of our commitment to this Project: (Project Name).

1. To provide After Sales Service:
  - i. One (1) year warranty – min. (e.g., replacement of defective product)
  - ii. Parts availability warranty – 5 years' minimum
2. To replace item delivered with defects.

\_\_\_\_\_  
**Signature over Printed Name**

\_\_\_\_\_  
**Position**

**STATEMENT OF ALL ITS ONGOING GOVERNMENT AND PRIVATE CONTRACTS, INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED, IF ANY, WHETHER SIMILAR OR NOT SIMILAR IN NATURE**

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

Business Address: \_\_\_\_\_

a. Name of the Contract	b. Owner's Name and Address	c. Kinds of Goods	d. Date of Contract e. Contract Duration f. Date of Delivery	g. Amount of Contract h. Value of Outstanding Contract	i. Bidder's Role
			TOTAL		

Signature over Printed Name

Position

# **STATEMENT OF THE BIDDER'S SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID**

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

Business Address: \_\_\_\_\_

a. Name of the Contract	b. Owner's Name and Address	c. Kinds of Goods	d. Date of Contract e. Contract Duration f. Date of Delivery	g. Amount of Completed Contract	h. Bidder's Role
			<b>TOTAL</b>		

*a. SLCC must be equal or at least fifty percent (50%) of the ABC.*

*b. Bidders can also submit at least two (2) similar contracts with an aggregate amount equivalent to fifty percent (50%) of the ABC but the largest of which must be twenty-five percent (25%) of the ABC.*

*For this purpose, similar contracts shall refer to **Supply and Delivery of Mechanical Water Meters.***

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Date

