**Philippine Bidding Documents**

**PROCUREMENT OF CHLORINE DIOXIDE LIQUID REQUIREMENTS OF THE SMWD FOR CY 2025**

**Reference No. PB2024-SMWD-G-12-012**

Government of the Republic of the Philippines

**Sixth Edition**

**July 2020**

**Preface**

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

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

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

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

1. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
2. Specific details, such as the “*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.
3. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
4. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
5. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
6. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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# Section I. Invitation to Bid

**Invitation to Bid for:**

**PROCUREMENT OF CHLORINE DIOXIDE LIQUID REQUIREMENTS OF THE SMWD FOR CY 2025**

1. The Santa Maria Water District (SMWD), through the Corporate Operating Fund for the Year 2025 intends to apply the sum of One Million Three Hundred Ninety-Eight Thousand Two Hundred Forty Pesos (Php1,398,240.00) being the ABC to payments under the contract for the Procurement of Chlorine Dioxide Liquid Requirements of the SMWD for CY 2025 with Identification No. PB2024-SMWD-G-12-012. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Santa Maria Water District now invites bids for the procurement of chlorine dioxide liquid detailed as follows:

|  |  |  |
| --- | --- | --- |
| QTY | UNIT | DESCRIPTION |
| 2913 | set | Chlorine Dioxide Liquid |

Delivery of the Goods is required within seven (7) days upon receipt of Purchase Order (P.O).

Bidders should have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to the Project which is at least twenty-five percent (25%) of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

1. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

1. Prospective Bidders may obtain further information from SMWD-Bids and Awards Committee (BAC) Secretariat and may view and inspect the Bidding Documents as posted on the websites of the SMWD and the Philippine Government Electronic Procurement System (PhilGEPS).
2. A complete set of Bidding Documents may be acquired by interested Bidders on December 27, 2024 to January 20, 2025 from the given address and upon payment of a non-refundable fee of Three Thousand Pesos (Php3,000.00) not later than the submission of their bids. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through email indicated below.
3. The *Santa Maria Water District* will hold a **Pre-Bid Conference on January 8, 2025 at 10:00** AM face to facewhich shall beopen to all prospective bidders. The address for pre-bid conference is:

3rd floor – BAC Room, SMWD Building

No. 302 J.P. Rizal St., Poblacion, Santa Maria, Bulacan

1. Bids must be duly received by the BAC Secretariat through manual submission, LBC or any Freight Service at the office address indicated below on or before 12:00 PM on January 20, 2025. The official time is the one reflected in the biometrics located in the ground floor of the SMWD’s building. Late bids shall not be accepted.
2. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
3. Bid opening shall be on January 20, 2025 1:00 PM at the given address below. Bid opening shall be held manually and face to face. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
4. The summary of the bidding activities is as follows:

|  |  |
| --- | --- |
| Advertisement/posting of Invitation to Bid | December 27, 2024 to January 3, 2025 |
| Issuance and Availability of Bid Documents | December 27 to January 20, 2024 |
| Pre-Bid Conference | January 8, 2025 @10: 00A.M |
| Last day of Submission of Written Clarification | January 11, 2025 |
| Last day of Issuance of Bid Bulletin (if any) | January 15, 2025 |
| Deadline for Submission of Bids | January 20, 2025 @ 12:00 P.M |
| Opening of Bids | January 20, 2025 @ 1:00 P.M. |

1. The *Santa Maria 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.
2. For further information, please refer to:

Charito S. Fernando

BAC Secretariat – 3rd Floor, SMWD Building

No. 302 J.P Rizal St., Poblacion,

Santa Maria, Bulacan

CP# 0917-138-8683 or (044)815-3238

Email Address: smwdbulacan@yahoo.com

Website: smwdbulacan.gov.ph

1. For viewing and downloading of Bidding Documents you may visit: http://notices.philgeps.gov.ph

<https://smwdbulacan.gov.ph>

*Date of issuance of Bidding Documents: December 26, 2024*

**sgd**

MARIA LEONORA S. ROMARATE

Chairperson, SMWD Bids and Awards Committee

# Section II. Instructions to Bidders

## Scope of Bid

* + 1. The procuring entity Santa Maria Water District (SMWD) hereinafter referred to as the “Procuring Entity” wishes to receive bids for the PROCUREMENT OF CHLORINE DIOXIDE LIQUID REQUIREMENTS OF THE SMWD FOR CY 2025 as described in Section VII Technical Specifications (hereinafter referred to as the “Goods”).
    2. The name, identification, and number of lots specific to this bidding are provided in the [BDS](#bds1_2). The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28**.**

## Funding Information

1. The GOP through the source of funding as indicated below for the year 2025 in the amount of One Million Three Hundred Ninety-Eight Thousand Two Hundred Forty Pesos (Php1,398,240.00).
2. The source of funding is GOCC, the proposed Corporate Operating Budget for the Year 2025

## Bidding Requirements

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

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

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

## Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. 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:

1. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

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

## Origin of Goods

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

## Subcontracts

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

## Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at *BAC Room* *3rd Flr*. *SMWD Bldg., No. 302 J.P. Rizal St., Poblacion, Santa Maria, Bulacan* face to face as indicated in paragraph 6 of the **IB.**

## Clarification and Amendment of Bidding Documents

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

## Documents comprising the Bid: Eligibility and Technical Components

* + 1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
    2. The Bidder’s SLCC as indicated in **ITB** Clause 5.3 should have been completed within *two (2) years* prior to the deadline for the submission and receipt of bids.

* + 1. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder’s affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## Documents comprising the Bid: Financial Component

* 1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
  2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
  3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
  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.

## Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

* + - 1. For Goods offered from within the Procuring Entity’s country:

1. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
2. The cost of all customs duties and sales and other taxes already paid or payable;
3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
4. The price of other (incidental) services, if any, listed in e.
   * + 1. For Goods offered from abroad:
5. 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.
6. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications).**

## Bid and Payment Currencies

* + 1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
    2. Payment of the contract price shall be made in: Philippine Pesos.

## Bid Security

* 1. The Bidder shall submit a Bid Securing Declaration 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**.
  2. The Bid and bid security shall be valid within one hundred twenty (120) calendar days from bid opening*.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## Sealing and Marking of Bids

Each Bidder shall submit 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.

## 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.**

## Opening and Preliminary Examination of Bids

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

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

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

## Domestic Preference

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

## Detailed Evaluation and Comparison of Bids

* 1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
  2. 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.
  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.
  4. The Project shall be awarded as one (1) contract
  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.

## Post-Qualification

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

## Signing of the Contract

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

**Section III.**

**Bid Data Sheet**

|  |  |
| --- | --- |
| **ITB Clause** |  |
| 2.1 | *The Funding Source is:*  *The Government of the Philippines (GOP) through 2025 Corporate Operating Budget in the amount of One Million Three Hundred Ninety-Eight Thousand Two Hundred Forty Pesos (P1,398,240.00).*  *The name of the Project is: Procurement of Chlorine Dioxide Liquid Requirements of the SMWD for CY 2025*  *Project Contract No. PB2024-SMWD-G-12-012* |
| 5.3 | *For the Procurement of expendable supplies and services: The Bidder must have completed, within two (2) years from the date of submission and receipt of bids, a contract similar to this Project with a value of at least twenty-five percent (25%) of the ABC.*  *For this purpose, similar contracts shall refer to “Supply and Delivery of Chlorine Dioxide Liquid and Calcium Hypochlorite”* |
| 7.1 | *Sub-contracting is not allowed.* |
| 8 | *The Procuring Entity will hold a pre-bid conference face to face for this Project on January 8, 2025 at 10:00AM.*  *Address for Pre-bid Conference*  *3rd Floor, BAC Room, SMWD Bldg.*  *302 J.P. Rizal St., Poblacion*  *Santa Maria, Bulacan*  *The minutes of the pre-bid conference shall be made available to prospective bidders not later than five (5) days upon submission of a written request and settlement of corresponding fee.*  *The anticipated participants are the BAC, BAC Secretariat, Bidder’s Representatives and Observers from COA.* |
| 10.1 | *The bidder or its duly authorized representative shall submit copy of the following documents with signature as part of the ELIGIBILITY, TECHNICAL and FINANCIAL documents:*  ***LEGAL DOCUMENTS****:*  *1. Valid PhilGEPS Registration Certificate (Platinum)*  *2. SEC/DTI Registration*  *3. Valid/Current Mayor’s Permit*  *4. Latest Tax Clearance*  ***TECHNICAL DOCUMENTS****:*  *5. Statement of all its on-going government and private contracts*  *Whether similar or not similar to the project to be bid whether on-*  *going or not yet started. The name of the contact person and contact*  *numbers of the concerned agency/company shall be included in the*  *statement.*  *6.. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid. The name of the contact person and contact numbers of the agency/company concerned shall be included in the statement*  *7. Original Copy of Bid Security, if in form of Surety Bond submit also a certification issued by the Insurance Commission, or Original Notarized Copy of Bid Securing Declaration.*  *8. Original duly signed and notarized Omnibus Sworn Statement*  *9. Conformity with the Specification*  ***FINANCIAL DOCUMENTS:***  *11. The Supplier’s Audited Financial Statements for the last two*  *(2) years from the date of bid submission.*  *12. Bidder’s computation of Net Financial Contracting Capacity*  *Or a Committed Line of Credit from Universal* or Commercial  Bank.  *Please take note that financial documents differ from Financial Component Envelope.* ***Financial Component Envelope*** *contains the duly signed and accomplished Financial Bid form, pls. see the checklist of Technical and Financial Documents)*  *The BAC shall check the submitted documents of each Bidder against the Eligibility/Technical 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.* |
| 10.2 | *The bidder’s Single Largest Completed Contract (SLCC) shall be within two (2) years from the date and receipt of bids similar to the project which is at least 25% of the ABC.*  *The name of the contact person and contact numbers of the agency/company concerned shall be included in the statement* |
| 11.3 | *Any bid exceeding the ABC shall not be accepted* |
| 12 | *The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.* |
| 14.1 | *The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:* |
|  | 1. *The amount of not less than P 27,964.80 (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or* |
|  | 1. *The amount of not less than P69,912.00 (5%) of ABC] if bid security is in Surety Bond. The Certificate of the Insurance Commission or the CIC shall be attached together with the Surety Bond.* |
| 15 | *Each Bidder shall submit ONE (1) Mother Envelope Containing Two (2) Envelopes, which are as follows:*  ***Envelope No. 1****– “Original” Documents: with Two (2) Sub envelopes for the ff:*  *Technical (including eligibility documents)*  *Financial Documents*    ***Envelope No. 2****- “Copy 1” : with Two (2) Sub envelopes for the ff:*  *Technical (including eligibility documents)*  *Financial Documents*  ***TOTAL NUMBER OF ENVELOPES = 7 ENVELOPES***  *MOTHER ENVELOPE……………… ……………… 1 envelope*  *ORIGINAL COPY ………………………………….... 1 envelope*  *Sub-envelope – Eligibility & Technical Component.. 1 envelope*  *Sub-envelope – Financial Component......................... 1 envelope*  *COPY 1…………………….………………… ……… 1 envelope*  *Sub-envelope – Eligibility & Technical Component.. 1 envelope*  *Sub-envelope – Financial Component......................... 1 envelope*  ***TOTAL ENVELOPES……………………………… 7 envelopes***  *“****All envelopes must be sealed and properly labeled”***  ***Provide table of contents and each bid documents must be properly labelled/tabbed*** |
| 16.1 | *The address for submission of bids is:*  *CHARITO S. FERNANDO or MARICHU Y. FERRER*  *SMWD BAC Secretariat*  *Procurement Office, 3rd Floor*  *SMWD Bldg., No. 302 J.P. Rizal St.*  *Poblacion, Santa Maria, Bulacan*  *The deadline for submission of bids is:* ***January 20, 2025 at 12:00PM*** |
| 17.1 | *The place of bid opening is: BAC Room 3rd Floor SMWD Building*  *No. 302 J.P. Rizal St., Poblacion*  *Santa Maria, Bulacan*  *The date and time of bid opening is* ***January 20, 2025 at 1:00PM*** |
| 19.4 | *One Lot Project* |
| 20.2 | *Latest income and business tax returns filed and paid through the BIR electronic Filing and Payment System (eFPS)* |
| 21.2 | *[List here any additional contract documents relevant to the Project that may be*  *required by existing laws and/or the Procuring Entity.]*  *To be submitted during post qualification stage:*   * + - 1. *1. General Condition and Special Condition of the contract duly signed by the bidder.*   *2. Result of the chemical analysis for sodium chlorite and phosphoric acid from PIPAC or DOST.*  *3. Manufacturing Certificate*  *4. Certificate of Distributorship* |

# Section IV. General Conditions of Contract

## Scope of Contract

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

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

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

## Advance Payment and Terms of Payment

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

## 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

## 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 Projectspecifications 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.

## Warranty

* 1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
  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.

## 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

**Section V. Special Conditions of Contract**

|  |  |
| --- | --- |
| **GCC Clause** |  |
| 1 | *[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:]* |
|  | **Delivery and Documents –** |
|  | For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: |
|  | *[For Goods supplied from abroad, state:]* “The delivery terms applicable to the Contract are DDP delivered at No. 301 Farmacia Emilia, J.P. Rizal St., Poblacion, Santa Maria Water District. In accordance with INCOTERMS.” |
|  | *[For Goods supplied from within the Philippines, state:*] “The delivery terms applicable to this Contract are delivered at *No.301* Farmacia Emilia, J.P. Rizal St., Poblacion, Santa Maria Water District*.* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” |
|  | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). |
|  | For purposes of this Clause the Procuring Entity’s Representatives for the Delivery Site are Engr. Mac Daniel Alejandro and Theresa Marie D.C Mauricio. |
|  | **Incidental Services –** |
|  | The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: |
|  |  |
|  | 1. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 2. *Furnish the SMWD with the latest Materials Safety Data Sheet of the chemicals supplied.* |
|  |  |
|  |  |
|  |  |
|  | 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. |
|  | **Spare Parts –** |
|  | The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: |
|  | *Select appropriate requirements and delete the rest.* |
|  | * + - * 1. 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 |
|  | * + - * 1. in the event of termination of production of the spare parts: |
|  | 1. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and |
|  | 1. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. |
|  | The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price. |
|  | The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*]. |
|  | Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order. |
|  |  |
|  | **Packaging –**  The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit. |
|  | The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. |
|  | The outer packaging must be clearly marked on at least four (4) sides as follows: |
|  | Name of the Procuring Entity |
|  | Name of the Supplier |
|  | Contract Description |
|  | Final Destination |
|  | Gross weight |
|  | Any special lifting instructions |
|  | Any special handling instructions |
|  | Any relevant HAZCHEM classifications |
|  | A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. |
|  | **Transportation –** |
|  | Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. |
|  | Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price. |
|  | Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. |
|  | The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. |
|  | **Intellectual Property Rights –** |
|  | The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof. |
| 2.1 | *No advance payment shall be made by the Procuring Entity to the winning bidder* |
| 2.2 | For partial or staggered delivery of the Goods procured. “The terms of payment shall be as follows:  Payment shall be based on complete delivery of goods and only upon presentation of an Inspection and Acceptance Report by the General Services Division to the effect that the goods have been ordered and delivered in accordance with the terms of this contract and have been duly inspected and accepted. Payment shall be made within thirty (30) days upon delivery. |
| 3 | *The Performance Security will be released by the SMWD after the issuance of the “Certificate of Completion” subject to the following condition:*   * + - 1. *there is no pending claims against the supplier or surety company filed by the SMWD;*       2. *the Supplier has no pending claims for labor and materials filed against it; and*   *(c) upon submission of a letter by the Supplier requesting for the release of the Performance Security.* |
| 4 | The inspections and tests that will be conducted are:   * *Physical inspection* * *Result of the chemical analysis for sodium chlorite and phosphoric acid from PIPAC or DOST.* |
| 6.1 | *This contract maybe amended when deemed necessary to modify the terms agreed upon, provided that it is a mutual written agreement executed and approved by both parties concerned* |

# 

# Section VI. Schedule of Requirements

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item Number** | **Description** | **Quantity** | **Unit** | **Delivered, Weeks/Months** |
| 1 | Chlorine Dioxide Liquid | 2,913 | Set | To be delivered within 7 days upon receipt of Request for Delivery |
|  | \*\*\* nothing follows: |  |  |  |

**Note:**

The quantity stated in the Schedule of requirements covers the needs/ requirements of the SMWD for CY 2025 for its water treatment purposes. Only one Purchase Order will be issued for the whole contract but deliveries shall depend on the needs of the SMWD. Deliveries will be in staggered or installment scheme depending on the needs of the end-users. Request for Deliveries will be issued by the SMWD to the supplier to reiterate the needs for the goods. Only deliveries with Inspection and Acceptance Report by the General Services Division will be honored and be paid.

# Section VII. Technical Specifications

**Technical Specifications**

|  |  |  |
| --- | --- | --- |
| **Item** | **Specification** | **Statement of Compliance** |
|  | LIQUID CHLORINE DIOXIDE |  |
| 1. | Minimum 25% Active Sodium Chlorite | With Report of Analysis as certified by PIPAC (Philippine Institute of Pure and Applied Chemistry) or DOST (Department of Science and Technology) |
| 2. | Minimum 53% Active Phosphate Based Acid Activator |
| 3. | Mercury: ug/g 0.05 |
| 4. | Arsenic: ug/g 0.5 |
| 5. | Lead: ug/g 0.48 |  |
|  | Provide: Database of Material Safety Data Sheets (MSDS) |  |

**NOTE: SHOW PROOF OF COMPLIANCE TO TECHNICAL SPECIFICATIONS**

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# 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:   1. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or 2. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.   The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184. |

**Checklist of Technical and Financial Documents**

|  |  |  |
| --- | --- | --- |
| 1. **TECHNICAL COMPONENT ENVELOPE** | | |
| ***Class “A” Documents*** | | |
| *Legal Documents* | | |
| ⬜ | * + - 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);   **or** | |
| ⬜ | * + - 1. Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,   **and** | |
| ⬜ | * + - 1. Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;   **and** | |
| ⬜ | * + - 1. Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). | |
| *Technical Documents* | | |
| ⬜ | * + - 1. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and** | |
| ⬜ | 1. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and** | |
| ⬜ | 1. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;   **or**  Original copy of Notarized Bid Securing Declaration; **and** | |
| ⬜ | 1. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and** | |
| ⬜ | 1. Original duly signed Omnibus Sworn Statement (OSS);   **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder. | |
| *Financial Documents* | | |
| ⬜ | 1. The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and** | |
| ⬜ | 1. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC);   **or**  A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. | |
| ***Class “B” Documents*** | | |
| ⬜ | 1. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;   **or**  duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful. | |
| 1. **FINANCIAL COMPONENT ENVELOPE** | | |
| ⬜ | | 1. Original of duly signed and accomplished Financial Bid Form; **and** |
| ⬜ | | 1. Original of duly signed and accomplished Price Schedule(s). |
| *Other documentary requirements under RA No. 9184 (as applicable)* | | |
| ⬜ | 1. *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product. | |
| ⬜ | 1. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity. | |

Bid Form for the Procurement of Goods

[shall be submitted with the Bid] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID FORM**

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

Project Identification No. : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To: SANTA MARIA WATER DISTRICT

Gentlemen and/or Ladies:

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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in conformity with the said PBDs for the sum of [amount in words (amount in numbers)], inclusive of VAT 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 in behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

BID PROPOSAL FORM

Name of Company:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Lot No. | Description | Quantity  (a) | Unit Cost  (VAT Inclusive) (b) | Total Cost  (VAT Inclusive)  (a x b) |
| 1 | Chlorine Dioxide Liquid | 2913 set |  |  |
| **Total** | | | |  |

Certified Correct:

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

Name and Signature of Bidder Representative

**Bid Securing Declaration Form**

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

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

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) S.S.

**BID SECURING DECLARATION**

Project Identification No.: [Insert number]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security,

which may be in the form of a Bid Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any

procurement contract with any procuring entity for a period of two (2) years upon receipt of

your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6

of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from

receipt of the written demand by the procuring entity for the commission of acts resulting to

the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1,

except 69.1(f),of the IRR of RA No. 9184; without prejudice to other legal action the

government may undertake.

3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following

circumstances:

a. Upon expiration of the bid validity period, or any extension thereof pursuant to your

request;

b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such

effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a

waiver to avail of said right; and

c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we

have furnished the performance security and signed the Contract.

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

[year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED

REPRESENTATIVE]

[Insert signatory’s legal capacity]

Affiant

[Jurat]

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

**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 ofthose 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];

* 1. [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]

