



REPUBLIC OF THE PHILIPPINES
BAGUIO WATER DISTRICT

"Serving Mankind is Serving God"

No. 003 Purok BWD, Brgy. Marcoville, Utility Road, Baguio City



BIDDING DOCUMENTS

ENGAGEMENT OF THE SERVICES OF A CERTIFYING BODY FOR THE RE- CERTIFICATION OF BAGUIO WATER DISTRICT (BWD) QUALITY MANAGEMENT SYSTEM (QMS) TO THE ISO 9001:2015 STANDARDS ON THE SUPPLY, PRODUCTION, AND DISTRIBUTION

December 2022

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.



BAGUIO WATER DISTRICT

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INVITATION TO BID

ENGAGEMENT OF THE SERVICES OF A CERTIFYING BODY FOR THE RE-CERTIFICATION OF BAGUIO WATER DISTRICT (BWD) QUALITY MANAGEMENT SYSTEM (QMS) TO THE ISO 9001:2015 STANDARDS ON THE SUPPLY, PRODUCTION, AND DISTRIBUTION

1. The BAGUIO WATER DISTRICT (BWD), through the BWD 2022 Corporate Operating Budget, intends to apply the sum of **FOUR HUNDRED FIFTY THOUSAND PESOS (PHP450, 000.00)**, inclusive of all applicable taxes, being the Approved Budget for the Contract (ABC) to payments under the contract for the Engagement of the Services of a Certifying Body for the Re-Certification of Baguio Water District (BWD) Quality Management System (QMS) to the ISO 9001:2015 Standards on the Supply, Production, and Distribution. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The BAGUIO WATER DISTRICT (BWD), through its Bids and Awards Committee (BAC), now invites bids for the Engagement of the Services of a Certifying Body for the Re-Certification of Baguio Water District (BWD) Quality Management System (QMS) to the ISO 9001:2015 Standards on the Supply, Production, and Distribution. Contract duration is three (3) years. Bidders should have completed, within three (3) years from the date of submission and receipt of bids, a contract similar to this bidding. The description of an eligible bidder is contained in the Bidding Documents particularly, in Section II (Instruction 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 the BWD-BAC and inspect the Bidding Documents at the address given below during regular office hours (8:00 a.m. to 5:00 p.m.).
5. A complete set of Bidding Documents may be acquired by interested Bidders on **December 22, 2022 to January 15, 2023 weekdays only (8:00 AM – 5:00 PM)** and on **January 16, 2023 (8:00 AM – 10:00 AM)** from the given address below and upon payment of the applicable non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php500.00. The BWD-BAC shall allow the bidder to present its proof of payment for the bidding documents. It may be presented in person or through electronic mail.

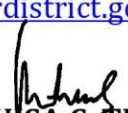
The Bidding Documents may also be downloaded free of charge from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and BWD,

provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

6. The BWD-BAC will hold a Pre-Bid Conference on **January 03, 2023, 9:00 AM** through video conferencing via Zoom Application with Meeting ID: 452 718 8447 and Password: 9Buvqr, which shall be open to prospective bidders.
7. Sealed Bids must be duly received by the BWD-BAC Secretariat through manual submission at the office address indicated below on or before **January 16, 2023 not later than 10:00 AM**. Late bids shall not be accepted.

BAC Secretariat
Baguio Water District,
No. 003 Purok BWD,
Brgy. Marcoville, Utility Road, Baguio City

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 **January 16, 2023 at 10:00 AM** through video conferencing via Zoom Application with Meeting ID: 452 718 8447 and Password: 9Buvqr. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. BWD assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.
11. BWD reserves the right to accept or 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:
Secretariat, Bids and Awards Committee
Baguio Water District
003 Purok BWD, Brgy. Marcoville, Utility Road, Baguio City
bwd.bac2021@gmail.com
Tel. Nos. 074 442-3456 / 074 444-7230
13. You may visit the following websites:
For viewing or downloading of Bidding Documents:
<https://philgeps.gov.ph/> <https://baguiowaterdistrict.gov.ph/bids-corner/>


ATTY. MA. LUISA C. TENEDERO
Chairperson, Bids and Awards Committee

Approved by:

ENGR. SALVADOR M. ROYECA
General Manager

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 **Baguio Water District (BWD)** wishes to receive Bids for the Engagement of the **Services of a Certifying Body for the Re-certification of Baguio Water District (BWD) Quality Management System (QMS) to the ISO 9001:2015 Standards on the Supply, Production, and Distribution.**

The Procurement Project (referred to herein as “Project”) is composed of One (1) Lot, the details of which are described in **Section VII (Technical Specifications), Annex “A”: Terms of Reference.**

2. Funding Information

2.1. The GOP through the source of funding as indicated below for Corporate Operating Budget (COB 2022/2023) in the amount of **Four Hundred Fifty Thousand Pesos (Php450,000.00).**

2.2. The source of funding is the Corporate Operating Budget (COB) CY 2022/2023.

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

5. Eligible Bidders

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

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

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

a. For the procurement of Non-Expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

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

6. Origin of Goods

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

7. Subcontracts

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.

a. BWD has prescribed that Subtracting is not allowed.

8. Pre-Bid Conference

The BWD-BAC will hold a pre-bid conference for this Project on the specified date and time through videoconferencing 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 **Three (3) 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 BWD-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 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 the **BDS**.
 - 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 the **BDS**.

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 Declaration¹ 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 **One Hundred Twenty (120) calendar days** from the Opening of Bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the BWD-BAC as non-responsive.

15. Sealing and Marking of Bids

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

BWD-BAC may request additional hard copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BWD-BAC shall open the Bids in public at the time, on the date, and through videoconferencing via Zoom application with the same details as specified in **paragraph 9 of the IB**. The attendance of videoconference participants shall 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

- 18.1. BWD 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 BWD-BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BWD-BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.1. 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 14** shall be submitted for each lot or item separately.
- 19.2. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications): Annex "A" (Terms of Reference)**, 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.
- 19.3. The Project shall be awarded as follows:

One Project having several items that shall be awarded as one contract.
- 19.4. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be 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

- 20.1. 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**.

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:</p> <ul style="list-style-type: none"> a. ISO 9001:2015 Quality Management Standards Certification b. Single Largest Completed Similar Contract within Three (3) Years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
11.3	<p>The Approved Budget for the Contract (ABC) is Four Hundred Fifty Thousand Pesos Php450,000.00, inclusive of all applicable government taxes and other charges imposed under applicable laws.</p> <p>The ABC shall also cover the following:</p> <ul style="list-style-type: none"> • Remuneration/professional fees • Incidental expenses (communication, coordination meetings, etc.) <p>Any Bid with a Financial Proposal exceeding the amount will be rejected.</p>
12	<p>The bid price shall be inclusive of all applicable government taxes and other charges imposed under applicable laws.</p> <p>Bid prices shall be fixed; adjustable Financial Proposals will be rejected.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Nine Thousand Pesos (Php9,000.00) <i>[two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than Twenty-two Thousand Five Hundred Pesos (Php22,500.00) <i>[five percent (5%) of ABC]</i> if bid security is in Surety Bond.
14.2	Bids shall be valid for a period of 120 calendar days from the date of opening of bids.

15	<p>Each bidder shall submit one (1) mother envelope which contains the two (2) envelopes.</p> <p>The first envelope shall be labeled as “ORIGINAL TECHNICAL COMPONENT” containing the legal, technical and financial documents, and</p> <p>The second envelope shall be labeled as “ORIGINAL FINANCIAL COMPONENT”, containing the financial bid/offer.</p>
20.1	<ul style="list-style-type: none"> • The bidder’s annual Income Tax Return (ITR) for CY 2021/2022 stamped “received” by the BIR and duly validated or filed through EFPS or EBIRFORMS. • The bidder must present its latest Business Tax Return (Value Added Tax or Percentage Tax) via the Electronic Filing and Payment Systems (eFPS) covering the period April 2022-September 2022 • For expired permits, certificates, accreditation, clearances and the like, renewed document(s) shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the IRR of RA 9184;

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 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 VII (Technical Specifications) shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

6. Liability of the Supplier

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

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

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>Delivery and Documents -</p> <p>Delivery of the Goods shall be made by the Certifying Body in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>Incidental Services -</p> <p>The Certifying Body is required to provide all of the following services, including additional services, if any, specified in Section VI (Schedule of Requirements)</p> <p>Intellectual Property Rights -</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>										
2.2	<p>1. Payment shall be based on the completion of the following activities as evidenced by the submission and acceptance of the required deliverables for the identified business process:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Deliverables</th> <th style="text-align: center;">Timeline</th> </tr> </thead> <tbody> <tr> <td>1. Audit Plan</td> <td>At least three (3) weeks prior to each audit schedule.</td> </tr> <tr> <td>2. Reassessment/ Recertification audit; Audit Report</td> <td>Initial Report to be presented at the Closing Meeting of the Re-certification Audit and the Final/ Official Audit Report to be submitted to the client's official email address within five (5) to seven (7) working days from end of re-certification audit, or as agreed upon by BWD and the CB.</td> </tr> <tr> <td>3. Issuance of (Re-certification) ISO 9001:2015 Certificate with three (3) year validity</td> <td>Within one (1) month after the conduct of the Re-certification Audit; or upon submission by BWD to, and approval by, the CB of corrections and corrective actions on non-conformity findings, if any, arising from the Re-certification audit.</td> </tr> <tr> <td>4. 1st Annual Surveillance Audit (to occur within one (1) year from the Re-certification); Audit Report</td> <td>Initial Audit Report to be presented at the Closing Meeting of the 1st Annual Surveillance Audit while the Final Audit Report will be submitted within five (5)</td> </tr> </tbody> </table>	Deliverables	Timeline	1. Audit Plan	At least three (3) weeks prior to each audit schedule.	2. Reassessment/ Recertification audit; Audit Report	Initial Report to be presented at the Closing Meeting of the Re-certification Audit and the Final/ Official Audit Report to be submitted to the client's official email address within five (5) to seven (7) working days from end of re-certification audit, or as agreed upon by BWD and the CB.	3. Issuance of (Re-certification) ISO 9001:2015 Certificate with three (3) year validity	Within one (1) month after the conduct of the Re-certification Audit; or upon submission by BWD to, and approval by, the CB of corrections and corrective actions on non-conformity findings, if any, arising from the Re-certification audit.	4. 1 st Annual Surveillance Audit (to occur within one (1) year from the Re-certification); Audit Report	Initial Audit Report to be presented at the Closing Meeting of the 1 st Annual Surveillance Audit while the Final Audit Report will be submitted within five (5)
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<p>2. The payment of the cost of the audit services shall be made in three (3) installments upon completion of each of the following milestones and submission of the required deliverables:</p> <table border="1" data-bbox="440 788 1385 1245"> <thead> <tr> <th data-bbox="440 788 1078 831">Deliverable/Activity</th> <th data-bbox="1078 788 1385 831">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="440 831 1078 1016">1. After re-certification Audit and Issuance of ISO 9001:2015 Certificate valid for three (3) years for the Scope: <i>“Supply, Production, and Distribution of Potable Water”</i></td> <td data-bbox="1078 831 1385 1016">50% of the total contract cost</td> </tr> <tr> <td data-bbox="440 1016 1078 1128">2. Upon completion of the 1st Year Surveillance Audit and submission of Audit Report</td> <td data-bbox="1078 1016 1385 1128">25% of the total contract cost</td> </tr> <tr> <td data-bbox="440 1128 1078 1245">3. Upon completion of the 2nd Year Surveillance Audit and submission of Audit Report</td> <td data-bbox="1078 1128 1385 1245">25% of the total contract cost</td> </tr> </tbody> </table> <p>3. Each payment shall be supported by a Certification of Satisfactory Service based on the work/services rendered comprising the actual outputs as certified by the ISO Committee and duly endorsed and approved by the Quality Management Representative (QMR) or his authorized representative</p> <p><i>Note: If the man-days will exceed, no additional cost shall be charged to BWD, as long as the activities are within the scope and deliverables set forth between BWD and the Certifying Body.</i></p> <p>4. The Certifying Body shall be paid for the certification audit rendered subject to applicable tax rules and regulations.</p> <p>5. No advance payment shall be made to the Certifying Body, as prescribed under Section 88 of PD 1445.</p>	Deliverable/Activity	Payment	1. After re-certification Audit and Issuance of ISO 9001:2015 Certificate valid for three (3) years for the Scope: <i>“Supply, Production, and Distribution of Potable Water”</i>	50% of the total contract cost	2. Upon completion of the 1 st Year Surveillance Audit and submission of Audit Report	25% of the total contract cost	3. Upon completion of the 2 nd Year Surveillance Audit and submission of Audit Report	25% of the total contract cost	
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3	<p>The performance security shall be in an amount not less than the required percentage of the total contract price in accordance with the following schedule:</p> <table border="1" data-bbox="384 338 1385 1541"> <thead> <tr> <th data-bbox="384 338 1050 600">Form of Performance Security</th> <th data-bbox="1050 338 1385 600">Amount of Performance Security (Not less than the required percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="384 600 1050 902"> <p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument</p> </td> <td data-bbox="1050 600 1385 902"> <p>Goods and Consulting Services – Five percent (5%)</p> </td> </tr> <tr> <td data-bbox="384 902 1050 1391"> <p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p>For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument</p> </td> <td data-bbox="1050 902 1385 1391"> <p>Infrastructure Projects – Ten percent (10%)</p> </td> </tr> <tr> <td data-bbox="384 1391 1050 1541"> <p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p> </td> <td data-bbox="1050 1391 1385 1541"> <p>Thirty percent (30%)</p> </td> </tr> </tbody> </table>	Form of Performance Security	Amount of Performance Security (Not less than the required percentage of the Total Contract Price)	<p>a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument</p>	<p>Goods and Consulting Services – Five percent (5%)</p>	<p>b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p>For biddings conducted by LGUs, bank draft/guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument</p>	<p>Infrastructure Projects – Ten percent (10%)</p>	<p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>
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4	Not applicable								
<p>A. The winning bidder holds Baguio Water District free and harmless from any claim, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of the winning bidder or any of its personnel or representative, without prejudice to any other legal action that Baguio Water District may have against the winning bidder for, in relation to the implementation of the Contract.</p> <p>B. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make</p>									

every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote Arbitration or to seek judicial relief, Baguio Water District and the winning bidder agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court where the principal office of Baguio Water District is situated, to the exclusion of other courts of equal jurisdiction.

- C. In the event that Baguio Water District is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages, aside from the cost of arbitration of litigation, whichever is applicable, and other expenses incidental thereto.
- D. This agreement shall take effect upon signing thereof by the Parties and the winning bidder shall commence performance of its obligations upon the issuance by the Baguio Water District of a Notice to Proceed.

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	Total	Delivered, Weeks/Months			
			AUDIT YEAR	ACTIVITIES	DELIVERABLES	SCHEDULE
1	Engagement of the Services of a Certifying Body for the Re-certification of Baguio Water District (BWD) Quality Management System (QMS) to the ISO 9001:2015 Standards on the Supply, Production, and Distribution.	1 lot	2023	Prepare and submit a Certification of Surveillance Audit Plan	<ul style="list-style-type: none"> • Certification of Surveillance Audit Plan • Schedule of Activities for the entire duration of the engagement 	<ul style="list-style-type: none"> • Two (2) weeks prior to recertification /reassessment audit
				Reassessment / recertification Audit	<ul style="list-style-type: none"> • Initial Report • Final/ Official Audit Report 	<ul style="list-style-type: none"> • Presented at the Closing Meeting of the Re-certification Audit • Within five (5) to seven (7) working days from end of re-certification audit, or as agreed upon by BWD and the CB.
				Issuance of (Recertification) ISO 9001:2015 Certificate with three (3) year validity	<ul style="list-style-type: none"> • (Recertification) ISO 9001:2015 Certificate 	<ul style="list-style-type: none"> • Within one (1) month after the conduct of the Re-certification Audit; or upon submission by BWD to, and approval by, the CB of corrections and corrective actions on non-conformity findings, if any, arising from the Re-certification audit.
			2024	1 st Surveillance Audit		<ul style="list-style-type: none"> • to occur within one (1) year from the Re-certification

					<ul style="list-style-type: none"> • Initial Audit Report • Final Audit Report 	<ul style="list-style-type: none"> • Presented at the Closing Meeting of the 1st Annual Surveillance Audit • Within five (5) to seven (7) working days from end of surveillance audit; or as agreed upon by BWD and the CB.
			2025	2 nd Surveillance Audit	<ul style="list-style-type: none"> • Initial Audit Plan • Final Audit Report 	<ul style="list-style-type: none"> • one (1) year after the conduct of the 1st Surveillance Audit • presented at the Closing Meeting of the 2nd Annual Surveillance Audit • within five (5) to seven (7) working days from end of surveillance audit; or as agreed upon by BWD and the CB.

I hereby certify to comply and deliver all the above requirements.

Name of Company/Bidder

Signature Over Printed Name of Authorized Representative

Date

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

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

Technical Specifications ANNEX “A”: Terms of Reference	Statement of Compliance
The services of the Certifying Body will be engaged for three (3) years and it shall commence upon receipt of the Notice to Proceed from the Baguio Water District.	
The Certifying Body warrants that it shall confirm strictly to the terms and conditions of the Terms of Reference .	
The Certifying Body shall coordinate with the BWD ISO Committee Quality Management Representative (QMR) on all matters relating to contract implementation.	
The Certifying Body shall submit the required legal, technical and financial eligibility documents pursuant to Republic Act No. 9184, otherwise known as the “Government Procurement Reform Act”, and its 2016 Revised Implementing Rules and Regulations, and all other requirements prescribed in Section VIII. Checklist of Technical and Financial Documents	
The Certifying Body shall submit documents as stated in Section VI. Schedule of Requirements .	
The Certifying Body shall not, at any time, communicate to any person or entity any confidential information acquired during the course of the audit services, nor shall the CB make public the findings/observations / commendations formulated in the course of, or as a result of, the services.	

<p>The Certifying Body shall likewise uphold the importance of impartiality in the certification process and shall use all reasonable efforts to manage possible conflicts of interest and ensure the objectivity of the entire process.</p>	
<p>The SERVICE PROVIDER or any person/entity connected to the BWD certification audit shall maintain strict confidentiality of the final audit results and shall disclose the same only upon clearance of BWD ISO Committee.</p>	
<p>The Certifying Body shall, within fifteen (15) days from the end of contract, turn over to the BWD ISO Committee all documents pertaining to the implementation of this project, such as, but not limited to, answer sheets, pending documentary requests within its custody or control or within the custody or control of any person/entity operating on its behalf.</p>	

I hereby certify to comply with all the above Technical Specifications specified in Annex "A": *Terms of Reference*:

_____	_____	_____
Name of Company/Bidder	Signature over Printed Name of Authorized Representative	Date

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 of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) **in accordance with Section 8.5.2 of the IRR; and**

- (b) For corporation, Registration certificate from Securities and Exchange Commission (SEC). Office shall be accredited to both the DTI-PAB and an International Accreditation Body;

For sole proprietorship, Department of Trade and Industry (DTI) registration/certificate;

For cooperatives, Cooperative Development Authority (CDA) registration/ certificate;

and

- (c) Accreditation to provide QMS Certification to ISO 9001:2015 in the field of water supply by the Department of Trade and Industry-Philippine Accreditation Office (DTI-PAB); **and**

- (d) Mayor's / 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**

- (e) Tax clearance per Executive Order No. 398, series of 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

For expired permits, certificates, accreditation, clearances and the like, a bidder shall submit the expired documents together with the official receipt as proof that the bidder has applied for renewal, provided that the renewed document(s) shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the IRR of RA 9184;

and

- (f) Bidder shall submit the following documents pursuant to Bureau of Internal Revenue (BIR) Regulations No. 3-2005 dated 16 February 2005, as part of the eligibility documents.
 - i. Latest Annual Income **and** Business Tax Returns (VAT of Percentage Tax) duly stamped and received by the BIR and duly validated with the tax payments made thereon. Returns filed with Authorized Agent Banks or thru eFPS with corresponding

reference numbers shall be deemed duly stamped and received by the BIR.

Technical Documents

- (g) Statement of the bidder of all its ongoing government and private certification 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;

Required statement shall contain the following mandatory provisions:

- i. Names of outstanding contracts with other contracting party, i.e. BWD or private company allowed by the rules;
- ii. Contract date;
- iii. Contract period;
- iv. Contract amount or value;
- v. kinds of goods/services; and
- vi. dates of delivery

and

- (h) 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;

Required statement shall contain the following mandatory provisions:

- i. Name of completed contract;
- ii. Contract date;
- iii. Contract period;
- iv. Contract amount which should correspond to the required percentage of the ABC to be bid. The value is adjusted to the current prices using the Philippines Statistics Authority consumer price indices, when necessary;
- v. The relevant period or delivery date when the said SLCC was completed;
- vi. End user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed; and
- vii. Definition or description of the similar project or major categories of work.

The Bidder's SLCC as indicated in the **ITB Clause 5.3** should have been completed with three (3) years prior to the deadline for the submission and receipt of bids.

and

- (i) Original copy of Notarized Bid Securing Declaration **or** Original copy of Bid Security in any of the following forms and amount not less than the required percentage as prescribed under Section 27 of the Revised IRR of RA No. 9184. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

Form of Bid Security	Amount of Bid Security (Not less than the required percentage of the ABC)
Cash or cashier's/ manager's check issued by a Universal or Commercial Bank. For biddings conducted by LGUs, the cashier's/ manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Two percent (2%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, That it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. For biddings conducted by LGUs, bank draft/ guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	
Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

and

- (j) 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.

Original duly signed Omnibus Sworn Statement (OSS). The OSS executed by the bidder, or its duly authorized representative, shall contain the following:

- (a) The signatory is the duly authorized representative of the prospective bidder, and 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 accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (b) It is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB; 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;
- (c) 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;
- (d) It is authorizing the HoPE or his duly authorized representative/s to verify all the documents submitted;
- (e) It complies with the disclosure provision under Section 47 of the Act and this IRR, in relation to other provisions of R.A. 3019
- (f) It complies with existing labor laws and standards;
- (g) It complies with the responsibilities of a prospective or eligible bidder provided in the PBDs;
- (h) It 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; and
- (i) 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.

and

- (k) List of ongoing and completed certification projects; **and**

- (l) Certificate of satisfactory service from at least one (1) of its previous Water Utilities clients on delivering quality output on time; **and**
- (m) Complete and specific scope of work and implementation modality, including team compositions and task, time schedule for personnel and activity work plan; **and**
- (n) Conformity with the Terms of Reference; **and**
- (o) List of trainings conducted and must be accredited by the International Register of Certified Auditors (IRCA); **and**
- (p) Certification that is has been engaged and has successfully led at least six (6) water supply system/ industry to the establishment of their QMS and Certification to ISO 9001:2015; **and**
- (q) Certification that is has not provided QMS consulting services or site-specific auditor training to BWD or has no member who has been a former employee of BWD within two (2) years prior to the re-certification audit in order to avoid conflict of interest; **and**
- (r) Certification that is has been in operation for at least twenty (20) years; **and**
- (s) Certifying Body's organizational set-up with a list of key personnel, their curriculum vitae and qualifications, which shall consists of the following qualified and competent certifiers / auditors to conduct awareness, documentation, and internal audit courses;
 - i. at least one (1) team member shall have relevant sector specific experience for water utility operations which apply to the scope of certification;
 - ii. has team members with actual hands-on experience on accrediting/certifying and auditing government services particularly on the QMS Process Scope such as Program Monitoring/Evaluation and Technical Operations of a Water Supply System;
 - iii. at least two (2) auditors of the reassessment/recertification audit team should participate in all audits of the three-year audit cycle;
 - iv. Must have been engaged and certified a water district's key operation on water supply and distribution processes; and
 - v. Must not have provided QMS consulting services or site-specific auditor training to BWD or has no member who has been a former employee of BWD within two (2) years prior to the re-certification audit in order to avoid conflict of interest;

and

- (t) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same contract; **and**

Financial Documents

- (u) The Bidder's Audited financial statement, showing, among others, the prospective bidder'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 submission; **and**
- (v) Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation. **and**

Class "B" Documents

- (w) If applicable, valid joint venture agreement (JVA), in case the joint venture is already in existence. In the absence of a JVA, duly notarized statements from all the potential joint venture partners should be included in the bid, stating that they will enter into and abide by the provisions of the JVA in the event that the bid is successful. Failure to enter into a joint venture in the event of a contract award shall be ground for the forfeiture of the bid security.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: Provided, that the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements

Other documentary requirements under RA No. 9184 (as applicable)

- (x) [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.
- (y) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (z) Original of duly signed and accomplished Financial Bid Form; **and**
- (aa) Original of duly signed and accomplished Price Schedule(s).

REQUIRED FORMS AND TEMPLATES

Statement of all Ongoing Government & Private contracts including contracts awarded but not yet started

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	Amount		End User's acceptance or official receipt(s) or sales invoice issued for the contract
						Contract	Value of Outstanding Contract	
<u>Government</u>								
<u>Private</u>								
						TOTAL COST		

Note: This statement shall be supported with:
1 Notice of Award, Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Statement of Bidder's Single Largest Completed Contract (SLCC)

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	Date of Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Date of Delivery	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	End user's acceptance or official receipt(s) and sales invoice issued for the contract
<u>Government</u>							
<u>Private</u>							
						TOTAL COST	

Note: This statement shall be supported with:
1 Notice of Award, Contract, NTP, and other docs, if necessary

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

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]

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]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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: _____

Price Schedule for Goods Offered from Abroad

[shall be submitted with the Bid if bidder is offering goods from Abroad]

For Goods Offered from Abroad

Name of Bidder _____ Project ID No. _____ Page ___ of ___

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

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: _____

