

**METROPOLITAN CEBU WATER DISTRICT**  
**BIDDING DOCUMENTS**

**Procurement for the**  
**Supply and Delivery of**  
**Toner for OCE Colorwave**  
**Printers**

**PR No. 29411-004**

**Sixth Edition**  
**April 2024**

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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***

**INVITATION TO BID FOR**  
***Procurement for the Supply and Delivery of***  
***Toner for OCE Colorwave Printers***

1. The *Metropolitan Cebu Water District (MCWD)*, through Corporate Operating Budget for the Contract approved by the Governing Boards for the year 2024 intends to apply the sum of PESOS: **ONE HUNDRED TWENTY THOUSAND (Php 120,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for *Procurement for the Supply and Delivery of Toner for OCE Colorwave Printers*. Bids received in excess of the ABC shall be automatically rejected at bid opening.

| <b>P.R. No.</b> | <b>Description</b>                                | <b>Quantity</b> | <b>ABC (PhP)</b> | <b>Delivery Period (Calendar Days) after receipt of NTP</b> |
|-----------------|---|-----------------|------------------|---|
| 29411-004       | TONER, PEARLS, MULTI-COLOR FOR OCE COLORWAVE 3800 | 4 SET           | 120,000.00       | 60  |

2. The *MCWD* now invites bids for the above Procurement Project. Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.  
  
Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective bidders may obtain further information from *MCWD* and inspect the Bidding Documents at the address given below during office hours from 9:00am to 4:00pm.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **April 22, 2024 to May 2, 2024** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **PHILIPPINE PESO: FIVE HUNDRED PESOS ONLY (PhP 500.00)**. Metropolitan Cebu Water District shall

allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

6. Bids must be duly received by the BAC Secretariat through *manual* submission at the office address indicated below on or before 9:00am of **May 2, 2024**. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
8. Bid opening shall be on 9:00am of **May 2, 2024** at the **AGM for Administration Conference Room, 6/F MCWD Building**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The MCWD 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.
10. For further information, please refer to:

**Office of the BAC Secretariat**

Christine B. Caballes  
6th Floor, Metropolitan Cebu Water District  
Cor. Magallanes and Lapu-Lapu Streets, Cebu City  
Telefax No. (032)256 0422  
mcwdpurchasing@yahoo.com.ph  
[www.mcwd.gov.ph](http://www.mcwd.gov.ph)

11. You may visit the following websites:

For downloading of Bidding Documents: [www.mcwd.gov.ph](http://www.mcwd.gov.ph)

*April 22, 2024*

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**Elmer R. De Guzman**  
Chairperson, BAC 2



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

## 1. Scope of Bid

The Procuring Entity, *MCWD* wishes to receive Bids for:

| P.R. No.  | Description   | Quantity |
|-----------|---|----------|
| 29411-004 | TONER, PEARLS,<br>MULTI-COLOR FOR OCE<br>COLORWAVE 3800 | 4 SET    |

Procurement Project (referred to herein as “Project”) is composed of ONE (1) *P.R.* the details of which is described in Section VII (Technical Specifications).

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2024 in the amount of:

| P.R. No.  | Approved Budget for the Contract (ABC - Php) |
|-----------|--|
| 29411-004 | 120,000.00                                   |

2.2. The source of funding is the 2024 Corporate Operating Budget.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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.

## **6. Origin of Goods**

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

## **7. Subcontracts**

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

The Procuring Entity has prescribed that subcontracting is not allowed.

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

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

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address as indicated in paragraph 6 of the IB.

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

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

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

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

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

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;
    - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
    - iv. The price of other (incidental) services, if any, listed in 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 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**.
- 14.2. The Bid and bid security shall be valid for 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.

### **15. Sealing and Marking of Bids**

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items which shall be awarded as one contract.

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

## **20. Post-Qualification**

20.1. 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***



# 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"> <li>a. <i>Supply and Delivery of pearl toners;</i></li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.</li> </ul>  |   |   |   |  |           |   |       |            |
| 7.1        | <i>No Further Instructions.</i>   |   |   |   |  |           |   |       |            |
| 12         | The price of the Goods shall be quoted DDP <i>MCWD Main Office in Cebu City</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.  |   |   |   |  |           |   |       |            |
| 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> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 20%; text-align: center;">P.R. No.</th> <th style="width: 40%; text-align: center;">a. The amount of not less than <b>2%</b> of the ABC, if bid security is in cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit; or</th> <th style="width: 40%; text-align: center;">b. The amount of not less than <b>5%</b> of the ABC, if bid security is in Surety Bond.</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">29411-004</td> <td style="text-align: center;">2,400.00</td> <td style="text-align: center;">6,000.00</td> </tr> </tbody> </table> | P.R. No.  | a. The amount of not less than <b>2%</b> of the ABC, 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 <b>5%</b> of the ABC, if bid security is in Surety Bond. | 29411-004                                    | 2,400.00  | 6,000.00  |       |            |
| P.R. No.   | a. The amount of not less than <b>2%</b> of the ABC, 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 <b>5%</b> of the ABC, if bid security is in Surety Bond. |   |   |  |           |   |       |            |
| 29411-004  | 2,400.00  | 6,000.00  |   |   |  |           |   |       |            |
| 19.3       | <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%; text-align: center;">P.R. No.</th> <th style="width: 50%; text-align: center;">Description</th> <th style="width: 15%; text-align: center;">Quantity</th> <th style="width: 25%; text-align: center;">Approved Budget for the Contract (ABC - PhP)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">29411-004</td> <td style="text-align: center;">TONER, PEARLS, MULTI-COLOR FOR OCE COLORWAVE 3800</td> <td style="text-align: center;">4 SET</td> <td style="text-align: center;">120,000.00</td> </tr> </tbody> </table>   | P.R. No.  | Description   | Quantity  | Approved Budget for the Contract (ABC - PhP) | 29411-004 | TONER, PEARLS, MULTI-COLOR FOR OCE COLORWAVE 3800 | 4 SET | 120,000.00 |
| P.R. No.   | Description   | Quantity  | Approved Budget for the Contract (ABC - PhP)  |   |  |           |   |       |            |
| 29411-004  | TONER, PEARLS, MULTI-COLOR FOR OCE COLORWAVE 3800   | 4 SET   | 120,000.00  |   |  |           |   |       |            |
| 20.2       | Additional post-qualification requirements: (all copies must be original or duly authenticated copies)  |   |   |   |  |           |   |       |            |

|      |   |
|------|---|
|      | <ol style="list-style-type: none"> <li>1. Bureau of Internal Revenue Certificate of Registration (BIR Form 2303)</li> <li>2. Quarterly VAT Returns and Quarterly Income Returns filed with the BIR.<br/>NOTE: The latest income and business tax returns are those within the last six (6) months preceding the date of bid submission.</li> <li>3. Latest Annual Income Tax Return (BIR Form 1701 or 1702)</li> <li>4. In case of JVA for Corporate Entities, a duly Notarized Secretary's Certificate or Board Resolution authorizing the representative to represent the company to enter into JVA.</li> <li>5. Latest General Information Sheet filed with the SEC for corporate entities</li> </ol> <p>The Class "A" Documents shall remain as a post-qualification requirement for verification, validation, and ascertainment of the veracity, authenticity, and validity of such Class "A" eligibility documents attached to the PhilGEPS Certificate of Platinum Registration and Membership in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184.</p> |
| 21.2 | No additional requirements;   |

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

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

## 3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than 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***

## Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 1          | <p><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from abroad]</i> “The delivery terms applicable to the Contract are DDP delivered to MCWD Main Office, Brgy. San Roque, Cebu City. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines]</i> “The delivery terms applicable to this Contract are delivered to MCWD Main Office, Brgy. San Roque, Cebu City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Engr. Juliet J. Fortich-Pe or any authorized MCWD representative.</i></p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> |

- a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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:

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



2. in the event of termination of production of the spare parts:

- i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
- ii. 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 costs 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 one year from issuance of Certificate of Acceptance.

Spare parts or components shall be supplied as promptly as possible, but in any case, within seven (7) calendar days 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

|     |   |
|-----|---|
|     | <p>and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>  |
|     | <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 2.2 | <b>No Further Instruction</b>   |
| 4   | <p>The inspections and tests that will be conducted are:</p> <p>All regular inspection and tests which may include in-plant inspection and other required tests as deemed necessary such as spot inspections, visual inspection and performance evaluation, etc. by the Procuring Entity.</p>   |



## ***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.

| <b>P.R. No.</b> | <b>Description</b>                                   | <b>Quantity</b> | <b>Delivery Period<br/>(Calendar Days)<br/>after receipt of<br/>NTP</b> |
|-----------------|--|-----------------|---|
| 29411-004       | TONER, PEARLS, MULTI-COLOR<br>FOR OCE COLORWAVE 3800 | 4 SET           | 60  |

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

# Technical Specifications

| Item  | Specification   | Statement of Compliance   |
|---|---|---|
|   |   | <p><i>[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.]</i></p> |
| 1   | 29411-004;<br>1 set cyan,<br>1 set magenta,<br>1 set yellow, and<br>1 set black |   |
| <p><b>Bidders are required to attach manufacturer’s un-amended sales literature, brochure, unconditional statements of specification and compliance issued by the manufacturer/supplier, samples, independent test data etc., as appropriate.</b></p> |   |   |

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



# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

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

#### Technical Documents

- (b) 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**
- (c) 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**
- (d) 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**

- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) 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

- (g) 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***

- (h) 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.

**II. FINANCIAL COMPONENT ENVELOPE**

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

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

- (k) *[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.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

# **Bid Forms**

**A.1 Statement Of All Ongoing Government & Private Contracts Including Contracts Awarded But Not Yet Started, Similar And/Or Not Similar.**

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

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

| Name of Contract/Contract Cost/Location | a. Owner Name<br>b. Address<br>c. Telephone Nos. | Type of Goods | Bidder's Role |   | a. Date Awarded<br>b. Date Started<br>c. Date of Completion | % of Accomplishment |        | Value of Outstanding Works |
|---|--|---------------|---------------|---|---|---------------------|--------|----------------------------|
|   |  |               | Description   | % |   | Planned             | Actual |                            |
| <u>Government</u>                       |  |               |               |   |   |                     |        |                            |
|   |  |               |               |   |   |                     |        |                            |
|   |  |               |               |   |   |                     |        |                            |
|   |  |               |               |   |   |                     |        |                            |
| <u>Private</u>                          |  |               |               |   |   |                     |        |                            |
|   |  |               |               |   |   |                     |        |                            |
|   |  |               |               |   |   |                     |        |                            |
|   |  |               |               |   |   |                     |        |                            |

Total \_\_\_\_\_

**Note: This statement shall be supported with either of the following:**

1. Notice of Award/Contract/Purchase Order
2. Notice to Proceed issued by the Owner

**Submitted by** : \_\_\_\_\_  
**(Printed Name & Signature)**

**Designation** : \_\_\_\_\_

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



**Note: This statement shall be supported with either of the following provided the items sold are indicated:**

1. Certificate of Acceptance/Completion issued by the owner
2. Official Receipt/s issued for the Contract
3. Sales Invoice/s issued for the Contract

**Submitted by** : \_\_\_\_\_  
(Printed Name & Signature)

**Designation** : \_\_\_\_\_

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

**A.3 NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

A. Summary of the Applicant Firm’s / Contractor’s assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped “RECEIVED” by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

|    |  | Year 20__ |
|----|--|-----------|
| 1. | Total Assets                                   |           |
| 2. | Current Assets                                 |           |
| 3. | Total Liabilities                              |           |
| 4. | Current Liabilities                            |           |
| 5. | Total Net Worth (1-3)                          |           |
| 6. | Current Net Worth or Net Working Capital (2-4) |           |

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(current asset – current liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the contract to be bid.

NFCC = P \_\_\_\_\_

Submitted by:

\_\_\_\_\_  
Name of Firm / Contractor

\_\_\_\_\_  
Signature of Authorized Representative

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

*NOTE:*

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.



## COMMITTED LINE OF CREDIT

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

**EDGAR H. DONOSO**

Metropolitan Cebu Water District  
Magallanes - Lapulapu Streets  
CebuCity

CONTRACT NAME : \_\_\_\_\_  
COMPANY/FIRM : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
BANK/FINANCING INSTITUTION : \_\_\_\_\_  
ADDRESS : \_\_\_\_\_  
AMOUNT : \_\_\_\_\_

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the Supplier a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract, subject to our terms, conditions and requirements.

The credit line shall be available from the scheduled date of bid opening and such line of credit shall be maintained until the project is completed by the Supplier.

This Credit Line is being issued in favor of said Supplier in connection with the bidding requirement of **METROPOLITAN CEBU WATER DISTRICT** for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized  
Financing Institution Officer : \_\_\_\_\_  
Official Designation : \_\_\_\_\_  
ID Type and No. : \_\_\_\_\_

Concurred By:

Name & Signature of Supplier's  
Authorized Representative : \_\_\_\_\_  
Official Designation : \_\_\_\_\_  
ID Type and No. : \_\_\_\_\_

Note:

1. *The amount committed should be machine validated.*
2. *If the Credit Line is issued by a foreign Universal or Commercial Bank, it shall be confirmed or authenticated by a local Universal or Commercial Bank.*

## ACKNOWLEDGMENT

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the signatories exhibited to me their above competent evidence of identity, and known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their true act deed for and in behalf of the parties they represent.

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_

\_\_\_\_\_  
**Notary Public**  
Until 31 December 20\_\_\_\_  
City of \_\_\_\_\_

Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

PTR No. \_\_\_\_\_  
MCLE Compliance No: \_\_\_\_\_

## A.4 JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between: ( name of owner/representative ), of legal age, ( civil status ), ( position ) of ( name of Firm/Company ) and a resident of ( address ).

- and -

( name of owner/representative ), of legal age, ( civil status ), ( position ) of ( name of Firm/Company ) and a resident of ( address ).

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the (Name of the Procuring Entity).

| <u>NAME OF PROJECT</u> | <u>CONTRACT AMOUNT (PhP)</u> |
|------------------------|------------------------------|
|                        |                              |
| _____                  | _____                        |
|                        |                              |

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that ( name of owner/representative ), who shall come from the party with the **higher Net Financial Contracting Capacity (NFCC)** shall be the Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

IN WITNESS WHEREOF, the parties have hereto affixed their signatures this \_\_\_\_\_, 20\_\_, in \_\_\_\_\_, Philippines.

\_\_\_\_\_

SIGNED IN THE PRESENCE OF

\_\_\_\_\_

*ACKNOWLEDGMENT*

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibited to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_.

Republic of the Philippines)  
 City of Cebu . . . . .) S.S.

A.4 STATEMENT OF INTENT TO ENTER INTO JOINT VENTURE AGREEMENT

We, (name of authorized representative) of (name of company/business entity)  
(name of authorized representative) of (name of company/business entity),  
(name of authorized representative) of (name of company/business entity),  
 all of legal age, Filipino citizens, after having been duly sworn to in accordance with law, hereby  
 depose and state that:

1. We are authorized representatives/owners of our respective business entities, to wit:

(name of company/business name) with office address at \_\_\_\_\_;  
(name of company/business name) with office address at \_\_\_\_\_;  
(name of company/business name) with office address at \_\_\_\_\_;

2. We manifest our intent to enter into a valid and duly notarized Joint Venture Agreement with each other in the instance that the bidding for (name of project) is successful;

3. We are aware that no changes in the names of the parties are allowed. Hence, the business entities that executed this sworn statement should be the same parties that would also enter into a Joint Venture Agreement;

4. We are willing to abide by the provisions of the pro-forma Joint Venture Agreement as provided for by MCWD in the bidding documents;

5. We understand that the duly notarized pro-forma Joint Venture Agreement is required to be submitted within ten (10) calendar days after the receipt of the Notice of Award and that failure to do so would automatically mean the nullification of said award;

6. We attest to the truth and veracity of the foregoing statements and for whatever legal purpose this may serve.

IN WITNESS WHEREOF, we have hereunto set my hands this day of \_\_\_\_\_, in the \_\_\_\_\_, Philippines.

|                                  |                                  |                                  |
|----------------------------------|----------------------------------|----------------------------------|
| <i>(Name of Business Entity)</i> | <i>(Name of Business Entity)</i> | <i>(Name of Business Entity)</i> |
| Represented by:                  | Represented by:                  | Represented by:                  |

|              |              |              |
|--------------|--------------|--------------|
|              |              |              |
|              |              |              |
|              |              |              |
| _____        | _____        | _____        |
| ID:          | ID:          | ID:          |
| Valid until: | Valid until: | Valid until: |

**SUBSCRIBED and SWORN** to before me, this day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiants having satisfactorily proven to me their respective identities through their valid identification cards stated above.

Doc No. \_\_\_\_\_;  
**Page No.** \_\_\_\_\_;  
 Book No. \_\_\_\_\_;  
**Series of** \_\_\_\_\_.

## A.5 Bid Security: GSIS Bond

Republic of the Philippines  
GOVERNMENT SERVICE INSURANCE SYSTEM

GENERAL INSURANCE FUND  
GSIS Makati Building, Legaspi St.  
Legaspi Village, Makati, Metro Manila

G ( ) GIF Bond \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (Name of Bidder) represented by its \_\_\_\_\_, as PRINCIPAL, and the GOVERNMENT SERVICE INSURANCE SYSTEM as Administrator of the General Insurance Fund, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with head office at Manila, as SURETY, are held and firmly bound unto the OBLIGEE, \_\_\_\_\_ (Name of Procuring Entity) in the sum of PESOS \_\_\_\_\_ (₱ \_\_\_\_\_), callable on demand, Philippine Currency, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bonded PRINCIPAL will submit a bid for the \_\_\_\_\_ (Name of the Contract) on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ am/pm.

WHEREAS, the conditions of aforementioned OBLIGEE require the BIDDER a bond for the said bid.

WHEREAS, the PRINCIPAL agrees to comply with all the terms and conditions of the said bid with the aforementioned OBLIGEE;

NOW, THEREFORE, the conditions of this obligation are that:

- 1) if the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) if the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders: or
- 3) if the Principal having been notified of the acceptance of his Bid and award of contract to him by the Entity during the period of bid validity:
  - a) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Entity shall call on the bond upon a written demand to the Surety, and the Surety shall pay the Entity up to (the next is unreadable) amount of the Bond, upon receipt by the Surety of a written demand from the Entity, without the Entity having to substantiate its demand, provided that in the demand, the Entity will note that the sum claimed by it is due to the occurrence of any or combination of the three conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Entity.

WITNESS OUR HANDS AND SEALS this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
Philippines.

GOVERNMENT SERVICE INSURANCE SYSTEM  
General Insurance Fund

**Principal**

By:

\_\_\_\_\_

By:

\_\_\_\_\_

NOT VALID WITH ERASURES

SIGNED IN THE PRESENCE OF:

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

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



### A.5 BID SECURITY: SURETY BOND

BOND NO.: \_\_\_\_\_ DATE BOND EXECUTED: \_\_\_\_\_

By this bond, We (Name of Bidder) (hereinafter called "the Principal") as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Procuring Entity) (hereinafter called "the Surety") are held and firmly bound unto (Name of Procuring Entity) (hereinafter called "the Entity") as Obligee, in the sum of \_\_\_\_\_, Philippine currency, callable on demand by the Entity for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

WHEREAS, the Principal will submit a written Bid to the Entity on the (Date) day of (Month) 20 Year, for the (Name of Contract) (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are that:

- 4) if the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 5) if the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders; or
- 6) if the Principal having been notified of the acceptance of his Bid and award of contract to him by the Entity during the period of bid validity:
  - c) fails or refuses to execute the Form of Contract in accordance with the Instructions to Bidders, if required; or
  - d) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then the Entity shall call on the bond upon a written demand to the Surety, and the Surety shall pay the Entity up to the entered amount of the Bond, upon receipt by the Surety of a written demand from the Entity, without the Entity having to substantiate its demand, provided that, in the demand, the Entity will note that the sum claimed by it is due to the occurrence of any or combination of the three conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- c) liable for a greater sum than the specified penalty of this bond, nor
- d) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Entity.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL \_\_\_\_\_

SURETY \_\_\_\_\_

SIGNATURE(S) \_\_\_\_\_

SIGNATURES(S) \_\_\_\_\_

NAME(S) AND TITLE(S) \_\_\_\_\_

NAME(S) \_\_\_\_\_

SEAL \_\_\_\_\_

SEAL \_\_\_\_\_

## Bid Securing Declaration Form

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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]*

A.6.a 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.

| <b>P.R. No.</b> | <b>Description</b>                                | <b>Quantity</b> | <b>Delivery Period (Calendar Days) after receipt of NTP</b> | <b>Statement of Compliance (Bidder must state here either comply or not comply against each of the individual parameters of each specification)</b> |
|-----------------|---|-----------------|---|---|
| 29411-004       | TONER, PEARLS, MULTI-COLOR FOR OCE COLORWAVE 3800 | 4 SET           | 60  |   |

Submitted by:

\_\_\_\_\_  
Name of Firm / Contractor / Supplier

\_\_\_\_\_  
Signature of Authorized Representative

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

TECHNICAL SPECIFICATIONS

Bidder must state here either “comply” or “not comply” against the corresponding technical specifications as provided in Section VII (TECHNICAL SPECIFICATIONS) in the bidding documents.

| <b>Specification</b>  | <b>Statement of Compliance (Comply Or Not Comply)</b> |
|---|---|
| 29411-004;<br>1 set cyan,<br>1 set magenta,<br>1 set yellow, and<br>1 set black |   |

Submitted by:

\_\_\_\_\_  
Name of Firm / Contractor / Supplier

\_\_\_\_\_  
Signature of Authorized Representative

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

## Omnibus Sworn Statement (Revised)

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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]*



**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]*

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**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between Metropolitan Cebu Water District 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 *Procurement for the Supply and Delivery of Toner for OCE Colorwave Printers* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

Metropolitan Cebu Water District

[Insert Name of Supplier]

Acknowledgment

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

## 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: \_\_\_\_\_

## B.2 Schedule of Prices

### A. For Goods Offered from Abroad

Name of Bidder \_\_\_\_\_, Invitation to Bid<sup>1</sup> Number \_\_\_\_, 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) |
| 29411-004 | TONER,<br>PEARLS,<br>MULTI-COLOR<br>FOR OCE<br>COLORWAVE<br>3800 |                   | 4 SET    |   |  |  |                                      |                                       |

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

## B.2 SCHEDULE OF PRICES

### B. For Goods Offered within the Philippines

Name of Bidder \_\_\_\_\_ Invitation to Bid<sup>2</sup> Number \_\_\_\_ 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<br><br>(col 5+6+7+8) | Total Price delivered Final Destination<br><br>(col 9) x<br><br>(col 4) |
| 29411-004 | TONER, PEARLS, MULTI-COLOR FOR OCE COLORWAY E 3800 |                   | 4 SET    |                         |   |  |  |  |   |

\_\_\_\_\_  
*[signature]*

\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

<sup>2</sup> If ADB, JICA and WB funded projects, use IFB.

