



REPUBLIC OF THE PHILIPPINES  
PROVINCE OF PAMPANGA  
MUNICIPALITY OF FLORIDABLANCA

BIDS AND AWARDS COMMITTEE

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**INVITATION TO BID FOR THE PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATORPURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES (ITB No. 2021-01-01)**

The Municipality of Floridablanca, Pampanga through the **Philippine Good Work Mission Foundation, Inc. (Trust Fund)** intends to apply the sum of **SIX MILLION PESOS (P 6,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATORPURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES (ITB No. 2021-01-01)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Municipality of Floridablanca, Pampanga now invites bids for the above Procurement Project. Completion of the Works is required Thirty (30) Calendar Days. Bidders should have completed within Three (3) 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).

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

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

Interested bidders may obtain further information from Municipality of Floridablanca and inspect the Bidding Documents at the address given below from 8:00 A.M. until 5:00 pm.

A complete set of Bidding Documents may be acquired by interested bidders on **January 28, 2021 until bid opening on February 17, 2021 2:00 pm** from 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 **Ten Thousand Pesos P 10,000.00**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person.

The Municipality of Floridablanca, Pampanga will hold a Pre-Bid Conference on **February 5, 2021 at 2:00 p.m.** at Municipal Conference Hall 2<sup>nd</sup> Floor, Municipality of Floridablanca, Pampanga which shall be open to prospective bidders.

Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below and electronic submission as indicated below on or before **February 17, 2021 at 2:00 p.m.** Late bids shall not be accepted.

All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.

Bid opening shall be on **February 17, 2021 at 2:00 p.m.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

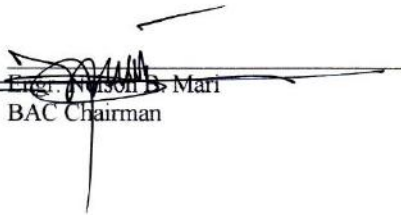
The Municipality of Floridablanca, Pampanga reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Mark Joseph R. Dampil  
Municipal Planning and Development Office  
dampilmarkjoseph@yahoo.com  
(045) 402-2687

You may visit the following websites:

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

  
Mari  
BAC Chairman

Note: Requiring the Bidders to submit their bidding documents using a two-factor security procedure consisting of an archive format compression and password protection and disclose the password for accessing their respective bid submission only during the actual bid opening. The bidders may send their compressed and password protected bidding documents to this email address [dampilmarkjoseph@yahoo.com](mailto:dampilmarkjoseph@yahoo.com)

# PROPOSAL SHEET

\_\_\_\_\_  
Date

Bids and Awards Committee  
Floridablanca, Pampanga

Sir /Madam:

In accordance to your invitation/advertisement inviting supplier to participate in the bidding for the PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES.

Item	Description	Quantity	Unit of Issue	Unit cost	Total cost																																		
1	<p><b>Portable High Capacity Water Desalinator/Purifier</b> <b>Specifications:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><b>Production/Day :</b></td><td>360 gal (1362L)</td></tr> <tr><td><b>Production/Hour:</b></td><td>15 gal (56L)</td></tr> <tr><td><b>Power Requirement:</b></td><td>12v DC 20A 16Watts/Gal(4.5Watts/L)</td></tr> <tr><td><b>Power Source:</b></td><td>Portable Generator Set Solar Power System (Included)</td></tr> <tr><td><b>Feed Water Parameter:</b></td><td>Fresh, brackish or seawater</td></tr> <tr><td><b>Weight:</b></td><td>96lbs (45 KG)</td></tr> <tr><td><b>Dimension:</b></td><td>31" X 20.5" X 15.5"</td></tr> <tr><td><b>Capacity/Life Span:</b></td><td>(Membrane) 8-10 years</td></tr> <tr><td><b>Pre Filters:</b></td><td>2.5" x 10" pleated polyester 5 micron</td></tr> <tr><td><b>Membranes:</b></td><td>20" x 2.5" high rejection spiral wound polyimide</td></tr> <tr><td><b>Pump and Motor:</b></td><td>Shurflo diaphragm pump</td></tr> <tr><td><b>Power Source:</b></td><td>AC, 12v Battery</td></tr> <tr><td><b>Salt Rejection:</b></td><td>99.4%</td></tr> <tr><td><b>Temperature Range:</b></td><td>Max 110F (37C) Min 36F (2C)</td></tr> <tr><td><b>Baseline Conditions:</b></td><td>33,000PPM feed water at 77F (25C)</td></tr> <tr><td><b>PH Range:</b></td><td>3-11 (Typical Seawater pH is 8)</td></tr> <tr><td><b>Chlorine Tolerance:</b></td><td>0PPM</td></tr> </table> <p><b>Included:</b></p> <ul style="list-style-type: none"> <li>One complete turnkey system with manual controls</li> <li>All hoses and camlock / quick connect fittings within system factory installed</li> <li>Storage and service hoses</li> <li>Operation Manual</li> <li>Mobile Generator</li> <li>Submersible Pump</li> <li>Collapsible Water Reservoir</li> <li>Pre-filter Sea Strainer</li> <li>Rechargeable LED Floodlight with Stand</li> <li>System Support Kit</li> <li>Extra High Rejection Membrane</li> <li>Charcoal Filter</li> <li>Rugged, military grade molded plastic cases</li> </ul>	<b>Production/Day :</b>	360 gal (1362L)	<b>Production/Hour:</b>	15 gal (56L)	<b>Power Requirement:</b>	12v DC 20A 16Watts/Gal(4.5Watts/L)	<b>Power Source:</b>	Portable Generator Set Solar Power System (Included)	<b>Feed Water Parameter:</b>	Fresh, brackish or seawater	<b>Weight:</b>	96lbs (45 KG)	<b>Dimension:</b>	31" X 20.5" X 15.5"	<b>Capacity/Life Span:</b>	(Membrane) 8-10 years	<b>Pre Filters:</b>	2.5" x 10" pleated polyester 5 micron	<b>Membranes:</b>	20" x 2.5" high rejection spiral wound polyimide	<b>Pump and Motor:</b>	Shurflo diaphragm pump	<b>Power Source:</b>	AC, 12v Battery	<b>Salt Rejection:</b>	99.4%	<b>Temperature Range:</b>	Max 110F (37C) Min 36F (2C)	<b>Baseline Conditions:</b>	33,000PPM feed water at 77F (25C)	<b>PH Range:</b>	3-11 (Typical Seawater pH is 8)	<b>Chlorine Tolerance:</b>	0PPM	Two (2)	Unit	P	P
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			Total Amount		P																																		

Amount in words:

\_\_\_\_\_

Amount in Figure: Php \_\_\_\_\_

\_\_\_\_\_  
Proprietor

## DELIVERY SCHEDULE

**HON. DARWIN R. MANALANSAN**  
 Municipal Mayor  
 Floridablanca, Pampanga

Attention: The Chairman  
 Bids and Awards Committee

Project Title: PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES

Dear Sir:

The following items will be pick-up from our office at \_\_\_\_\_ or delivered to Municipal Government of Floridablanca, Pampanga within \_\_\_\_\_ days from receipt and confirmation of Notice of Award.

Delivery is subject to final inspection of inspectors from the Municipal Government of Floridablanca, Pampanga.

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Very truly yours,

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# TECHNICAL SPECIFICATIONS

**HON. DARWIN R. MANALANSAN**

Municipal Mayor  
Floridablanca, Pampanga

Attention: The Chairman  
Bids and Awards Committee

Project Title: PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES

Dear Sir:

The following are the technical specifications of the PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES

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Very truly yours,

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## MANPOWER REQUIREMENTS

**HON. DARWIN R. MANALANSAN**

Municipal Mayor  
Floridablanca, Pampanga

Attention: The Chairman  
Bids and Awards Committee

Project Title: PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER  
DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE  
AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH  
RESOURCES

Dear Sir:

The following persons will assist any of the requests for minor rectifications required by Municipal Government of Floridablanca.

Assistance is valid from award of contract until validity of warranty period;

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Very truly yours,

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**REPUBLIC OF THE PHILIPPINES  
PROVINCE OF PAMPANGA  
MUNICIPALITY OF FLORIDABLANCA**

Contract Name: PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES

Location: MUNICIPALITY OF FLORIDABLANCA

**BILL OF QUANTITIES**

ITEM No.	ESTIMATED QUANTITY	PAY ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE	AMOUNT OF BID
1	Two (2) Unit	PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES		
		TOTAL BID AMOUNT		

AMOUNT IN WORDS : \_\_\_\_\_

PROJECT DURATION : Thirty (30) Calendar Days

NAME OF BIDDER : \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

DESIGNATION : \_\_\_\_\_

PROJECT : PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES

DATE : FEBRUARY 17, 2021

BIDDER : \_\_\_\_\_  
 \_\_\_\_\_

**CHECKLIST OF BID REQUIREMENTS**

FINANCIAL ENVELOPE : SHALL CONTAIN THE FOLLOWING INFORMATION/ DOCUMENTS AND SHALL BE OPENED ONLY IF THE BIDDER HAS COMPLIED WITH THE REQUIREMENTS IN THE TECHNICAL ENVELOPE

Implementing Office					
Member					
Member					
Member					
Vice-Chairman					
Chairman					

--	--	--	--	--	--

1. Duly signed bid prices in the bill of quantities.

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2. Recurring and Maintenance Costs, if applicable

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

Remarks: ( ) Complying ( ) Non-complying



**CHECKLIST OF TECHNICAL ENVELOPE REQUIREMENTS FOR THE BAC**

PROJECT : PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES

DATE : FEBRUARY 17, 2021

BIDDER : \_\_\_\_\_

**CHECKLIST OF BID REQUIREMENTS**

APPROVED BUDGET FOR THE CONTRACT (ABC) P 6,000,000.00  
 FIRST ENVELOPE:

**REQUIRED BID SECURITY:**

From

- a. Cash, Cashier's/manager's check bank Draft/guarantee confirmed by a Universal or Commercial Bank 2% of ABC 120,000.00
- b. Irrevocable letter of credit issued by a Universal or commercial Bank. Provided, however, that shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. 2% of ABC 120,000.00
- 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. 5% of ABC 300,000.00
- d. Any combination of the foregoing forms. Proportionate to share of form with respect to total amount of security Validity Period 120c.d from opening bid

Form of Bid Security

Implementing Office	MEMBER	MEMBER	MEMBER	Vice Chairman	Chairman	Company	_____
						Number	_____
						Official Receipt No.	_____
						Validity Period	_____
						Callable on Demand	_____
						Bid Security Amount	_____

( ) Sufficient      ( ) Insufficient

**TOTAL AMOUNT OF BID**

							1. Bid Security as to form, amount and validity period
							2. Authority of the Signatory
							3. Production/Delivery Schedule
							4. Manpower Requirements
							5. After Sales Service Parts, if applicable
							6. Technical Specifications
							7. Commitment from the supplier's/distributor's/manufacturer's bank to extend to him a credit line if awarded the contract to be bid, or a cash deposit equivalent to 10% of the ABC (____)
							8. Duly Signed Certificate in compliance with existing labor laws and standards, in the case of procurement of services
							9. Sworn Affidavit of compliance with the Disclosure Provision under Section 47 of the Act in relation to other provisions of RA 3019
							10. Duly signed statement attesting to have complied with responsibilities listed in the GPRA IRR-A Section 17.7.1
							11. Other documents/materials as stated in the Instruction to Bidders.

Note: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.

**Remarks ( ) Complying/Passed ( ) Non-Complying/Failed**

REPUBLIC OF THE PHILIPPINES  
PROVINCE OF PAMPANGA  
MUNICIPALITY OF FLORIDABLANCA

BIDS AND AWARDS COMMITTEE

PROJECTS: PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES

BIDDER : \_\_\_\_\_

DATE: FEBRUARY 17, 2021

**Checklist of Eligibility Requirements**

**ELIGIBILITY ENVELOPE:**

**CLASS "A" DOCUMENTS**

IMP OFFICE	MEMBER	MEMBER	MEMBER	VICE CHAIRMAN	CHAIRMAN
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1.	Certification in lieu of Class "A" Documents Note: This document certifies that the Class "A" Document are complete, Current and updated. Presence of this document shall forego the checking of the Class "A" Documents. OR all requirements listed under Legal, Technical and Financial Documents.
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**Class "A" Legal Documents**

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1.	DTI business name registration or SEC registration certificate
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2.	Valid and current Mayor's permit/municipal license.
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3.	BIR Registration Certificate, which contains the Taxpayer's Identification Number
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4.	Valid and current Philgeps Registration Certificate
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5.	Articles of Incorporation, Partnership or cooperation, which is applicable, including amendments thereto, if any.
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6.	Duly signed statement of the prospective bidder that it is not "blacklisted". <i>(Omnibus Sworn Statement)</i>
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**Class "A" Technical Documents**

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1.	Statement of ongoing and similar completed governments & private contracts within the period specified in the IEAB, including contracts awarded but not yet started.
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2.	Copies of end-user's acceptance letter for completed contracts.
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3.	Specification of whether or not the prospective bidder is a manufacturer, supplier or distributor
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4.	Statement of Single Largest Completed Contract
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**Class "A" Financial Documents**

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1.	Audited Financial statements, stamped, and received by the BIR or its duly accredited and authorized institutions, or the immediately preceding calendar year, showing among others the total assets and liabilities.
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2.	Duly signed computation of NFCC or its commitment a licensed bank to extend to him a credit line if awarded the contract or a cash deposit certificate.
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**Class "B" Documents**

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1.	Duly signed letter authorized the BAC or its duly authorized representative/s to verify any or all of the documents submitted for eligibility check. <i>(Omnibus Sworn Statement)</i>
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2.	Valid Joint Venture Agreement, if applicable.
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3.	Duly signed certification under oath that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction of the original, complete and all statement and information provided therein are true and correct. <i>(Omnibus Sworn Statement)</i>
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4.	Sworn affidavit of the bidder that is not related to the head of procuring entity, members of the BAC, TWG and Secretariat and members of the PMO or End-User Unit and the designers of the project, by consanguinity or affinity up to third civil degree. <i>(Omnibus Sworn Statement)</i>
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*Not: Any missing document in the above-mentioned checklist is a ground for outright rejection of the bid.*

Remarks: ( ) Eligible ( ) Ineligible

# Bid Form for the Procurement of Goods

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## BID FORM

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

Project Identification No. : ITB No. 2021-01-01

To: *Municipality of Floridablanca*  
*Macabulos St. Barangay Poblacion*  
*Floridablanca, Pampanga*

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 of agent	Amount and Purpose of Commission or gratuity
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_____	_____
_____	_____
_____	_____

(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: \_\_\_\_\_

## Omnibus Sworn Statement

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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 *PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES*, 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 *PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES*, 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 *PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES.*
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

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her \_\_\_\_\_, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_, issued at \_\_\_\_\_ on \_\_\_\_\_

IBP No. \_\_\_\_\_

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

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

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

## Bid Securing Declaration Form

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

### BID SECURING DECLARATION Project Identification No.: *ITB No. 2021-01-01*

To: *Municipality of Floridablanca  
Macabulos St. Barangay Poblacion,  
Floridablanca, Pampanga*

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*

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. \_\_\_\_\_ and his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_.

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

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

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

Book No. \_\_\_\_\_

Series 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]*

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



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



**REPUBLIC OF THE PHILIPPINES  
PROVINCE OF PAMPANGA  
MUNICIPALITY OF FLORIDABLANCA**

**BIDS AND AWARDS COMMITTEE**

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**SECTION II. INSTRUCTION TO BIDDERS**

**1. Scope of Bid**

The Procuring Entity, *Municipality of Floridablanca, Pampanga* wishes to receive Bids for the *PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES*, with identification number *ITB No. 2021-01-01*.

The Procurement Project (referred to herein as “Project”) is composed *one (1) lot*, the details of which are described in Section VII (Technical Specifications).

**2. Funding Information**

2.1. The *Philippine Good Work Mission Foundation, Inc* through the source of funding as indicated below for 2020 in the amount of *Php. 6,000,000.00*.

2.2. The source of funding is: *Philippine Good Work Mission Foundation, Inc. (Trust Fund)*  
Donation/Grants.

**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. *[Select one, delete other/s]*

- a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

- i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
  - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - iii. When the Goods sought to be procured are not available from local suppliers; or
  - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- b. 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:

*[Select one, delete the other/s]*

- 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.
- b. 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.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements: *[Select either failure or monopoly of bidding based on market research conducted]*
  - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies* of the ABC for this Project; and
  - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

**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 at the Municipal Conference Hall 2<sup>nd</sup> Floor Municipal Building on February 5, 2021 at 2:00 p.m.

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

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

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

**12. Bid Prices**

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

b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

**13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

**14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days*. 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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.

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

19.4. The Project shall be awarded as follows:

Option 1 – One Project having several items that shall be awarded as one contract.

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

**20. Post-Qualification**

20.1. *[Include if Framework Agreement will be used:]* For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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

**21. Signing of the Contract**

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



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**SECTION III. BID DATA SHEET**

<b>ITB Clause</b>			
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> <li>a. Hydrological Equipment's, Water Purifiers.</li> <li>b. Completed within three years prior to the deadline for the submission and receipt of bids.</li> </ul>		
7.1	Subcontracting is not allowed.		
12	The price of the Goods shall be quoted DDP <i>MDRRM Office, Barangay Mabical, Floridablanca, Pampanga</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> <li>a. The amount of not less than <u>Php. 120,000.00</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <u>Php. 300,000.00</u>, if bid security is in Surety Bond.</li> </ul>		
19.3	<i>Title</i>	<i>Quantity</i>	<i>Approved Budget</i>
	PURCHASE OF TWO (2) UNITS PORTABLE HIGH CAPACITY WATER DESALINATOR/PURIFIER TO BE USED FOR PROVIDING ACCESS TO SAFE AND CLEAN WATER SUPPLY AT THE LOCAL LEVEL IN NEED OF SUCH RESOURCES	Two (2) Unit	Php. 6,000,000.00
20.2	<i>None</i>		
21.2	<i>None</i>		



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## **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 prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184

### **4. Inspection and Tests**

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the. In addition to tests in the **SCC, Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

### **5. Warranty**

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

6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.



**6. Liability of the Supplier**

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

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



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**Section V. 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, state:]</i> “The delivery terms applicable to the Contract are DDP delivered <i>MDRRM Office, Barangay Mabical, Floridablanca, Pampanga</i>. In accordance with INCOTERMS.”</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered <i>MDRRM Office, Barangay Mabical, Floridablanca, Pampanga</i>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <i>Mr. Roberto C. Delgado</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: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ol>
	<p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p><b>Spare Parts –</b></p>

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

*Select appropriate requirements and delete the rest.*

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. 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 cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [*indicate here the time period specified. If not used indicate a time period of three times the warranty period*].

Spare parts or components shall be supplied as promptly as possible, but in any case, within [*insert appropriate time period*] months of placing the order.

**Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity  
Name of the Supplier  
Contract Description  
Final Destination  
Gross weight  
Any special lifting instructions  
Any special handling instructions  
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical

the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**Transportation –**

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic 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	<i>Not Allowed</i>
4	The inspections and tests that will be conducted are: Testing of the units on the delivery site.



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**SECTION VI. SCHEDULE OF REQUIREMENTS**

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

Item Number	Description	Quantity	Total	Delivered, Weeks/ Months																																		
1	<p><b>Portable High Capacity Water Desalinator/Purifier</b> <b>Specifications:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;"><b>Production/Day :</b></td> <td>360 gal (1362L)</td> </tr> <tr> <td><b>Production/Hour:</b></td> <td>15 gal (56L)</td> </tr> <tr> <td><b>Power Requirement:</b></td> <td>12v DC 20A 16Watts/Gal(4.5Watts/L)</td> </tr> <tr> <td><b>Power Source:</b></td> <td>Portable Generator Set Solar Power System (Included)</td> </tr> <tr> <td><b>Feed Water Parameter:</b></td> <td>Fresh, brackish or seawater</td> </tr> <tr> <td><b>Weight:</b></td> <td>96lbs (45 KG)</td> </tr> <tr> <td><b>Dimension:</b></td> <td>31" X 20.5" X 15.5"</td> </tr> <tr> <td><b>Capacity/Life Span:</b></td> <td>(Membrane) 8-10 years</td> </tr> <tr> <td><b>Pre Filters:</b></td> <td>2.5" x 10" pleated polyester 5 micron</td> </tr> <tr> <td><b>Membranes:</b></td> <td>20" x 2.5" high rejection spiral wound polyimide</td> </tr> <tr> <td><b>Pump and Motor:</b></td> <td>Shurflo diaphragm pump</td> </tr> <tr> <td><b>Power Source:</b></td> <td>AC, 12v Battery</td> </tr> <tr> <td><b>Salt Rejection:</b></td> <td>99.4%</td> </tr> <tr> <td><b>Temperature Range:</b></td> <td>Max 110F (37C) Min 36F (2C)</td> </tr> <tr> <td><b>Baseline Conditions:</b></td> <td>33,000PPM feed water at 77F (25C)</td> </tr> <tr> <td><b>PH Range:</b></td> <td>3-11 (Typical Seawater pH is 8)</td> </tr> <tr> <td><b>Chlorine Tolerance:</b></td> <td>0PPM</td> </tr> </table> <p><b>Included:</b></p> <ul style="list-style-type: none"> <li>One complete turnkey system with manual controls</li> <li>All hoses and camlock / quick connect fittings within system factory installed</li> <li>Storage and service hoses</li> <li>Operation Manual</li> <li>Mobile Generator</li> <li>Submersible Pump</li> <li>Collapsible Water Reservoir</li> <li>Pre-filter Sea Strainer</li> <li>Rechargeable LED Floodlight with Stand</li> <li>System Support Kit</li> <li>Extra High Rejection Membrane</li> <li>Charcoal Filter</li> <li>Rugged, military grade molded plastic cases</li> </ul>	<b>Production/Day :</b>	360 gal (1362L)	<b>Production/Hour:</b>	15 gal (56L)	<b>Power Requirement:</b>	12v DC 20A 16Watts/Gal(4.5Watts/L)	<b>Power Source:</b>	Portable Generator Set Solar Power System (Included)	<b>Feed Water Parameter:</b>	Fresh, brackish or seawater	<b>Weight:</b>	96lbs (45 KG)	<b>Dimension:</b>	31" X 20.5" X 15.5"	<b>Capacity/Life Span:</b>	(Membrane) 8-10 years	<b>Pre Filters:</b>	2.5" x 10" pleated polyester 5 micron	<b>Membranes:</b>	20" x 2.5" high rejection spiral wound polyimide	<b>Pump and Motor:</b>	Shurflo diaphragm pump	<b>Power Source:</b>	AC, 12v Battery	<b>Salt Rejection:</b>	99.4%	<b>Temperature Range:</b>	Max 110F (37C) Min 36F (2C)	<b>Baseline Conditions:</b>	33,000PPM feed water at 77F (25C)	<b>PH Range:</b>	3-11 (Typical Seawater pH is 8)	<b>Chlorine Tolerance:</b>	0PPM	Two (2)	Two (2) Unit	Thirty (30) Days
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**SECTION VII. TECHNICAL SPECIFICATIONS**

Item	Specification	Statement of Compliance																																		
1	<p><b>Portable High Capacity Water Desalinator/Purifier Specifications:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>Production/Day :</b></td> <td>360 gal (1362L)</td> </tr> <tr> <td><b>Production/Hour:</b></td> <td>15 gal (56L)</td> </tr> <tr> <td><b>Power Requirement:</b></td> <td>12v DC 20A 16Watts/Gal(4.5Watts/L)</td> </tr> <tr> <td><b>Power Source:</b></td> <td>Portable Generator Set Solar Power System (Included)</td> </tr> <tr> <td><b>Feed Water Parameter:</b></td> <td>Fresh, brackish or seawater</td> </tr> <tr> <td><b>Weight:</b></td> <td>96lbs (45 KG)</td> </tr> <tr> <td><b>Dimension:</b></td> <td>31" X 20.5" X 15.5"</td> </tr> <tr> <td><b>Capacity/Life Span:</b></td> <td>(Membrane) 8-10 years</td> </tr> <tr> <td><b>Pre Filters:</b></td> <td>2.5" x 10" pleated polyester 5 micron</td> </tr> <tr> <td><b>Membranes:</b></td> <td>20" x 2.5" high rejection spiral wound polyimide</td> </tr> <tr> <td><b>Pump and Motor:</b></td> <td>Shurflo diaphragm pump</td> </tr> <tr> <td><b>Power Source:</b></td> <td>AC, 12v Battery</td> </tr> <tr> <td><b>Salt Rejection:</b></td> <td>99.4%</td> </tr> <tr> <td><b>Temperature Range:</b></td> <td>Max 110F (37C) Min 36F (2C)</td> </tr> <tr> <td><b>Baseline Conditions:</b></td> <td>33,000PPM feed water at 77F (25C)</td> </tr> <tr> <td><b>PH Range:</b></td> <td>3-11 (Typical Seawater pH is 8)</td> </tr> <tr> <td><b>Chlorine Tolerance:</b></td> <td>0PPM</td> </tr> </table> <p><b>Included:</b></p> <ul style="list-style-type: none"> <li>One complete turnkey system with manual controls</li> <li>All hoses and camlock / quick connect fittings within system factory installed</li> <li>Storage and service hoses</li> <li>Operation Manual</li> <li>Mobile Generator</li> <li>Submersible Pump</li> <li>Collapsible Water Reservoir</li> <li>Pre-filter Sea Strainer</li> <li>Rechargeable LED Floodlight with Stand</li> <li>System Support Kit</li> <li>Extra High Rejection Membrane</li> <li>Charcoal Filter</li> <li>Rugged, military grade molded plastic cases</li> </ul>	<b>Production/Day :</b>	360 gal (1362L)	<b>Production/Hour:</b>	15 gal (56L)	<b>Power Requirement:</b>	12v DC 20A 16Watts/Gal(4.5Watts/L)	<b>Power Source:</b>	Portable Generator Set Solar Power System (Included)	<b>Feed Water Parameter:</b>	Fresh, brackish or seawater	<b>Weight:</b>	96lbs (45 KG)	<b>Dimension:</b>	31" X 20.5" X 15.5"	<b>Capacity/Life Span:</b>	(Membrane) 8-10 years	<b>Pre Filters:</b>	2.5" x 10" pleated polyester 5 micron	<b>Membranes:</b>	20" x 2.5" high rejection spiral wound polyimide	<b>Pump and Motor:</b>	Shurflo diaphragm pump	<b>Power Source:</b>	AC, 12v Battery	<b>Salt Rejection:</b>	99.4%	<b>Temperature Range:</b>	Max 110F (37C) Min 36F (2C)	<b>Baseline Conditions:</b>	33,000PPM feed water at 77F (25C)	<b>PH Range:</b>	3-11 (Typical Seawater pH is 8)	<b>Chlorine Tolerance:</b>	0PPM	COMPLY
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