

# INVITATION TO APPLY FOR ELIGIBILITY AND TO BID

The Metro Kidapawan Water District (MKWD) invites interested ISO accredited suppliers/contractors to apply for eligibility and submit requirements for procurement of goods with the purpose stated below, to wit:

| Reference No.  | Description   | End-User           | Approved Budget Cost | Cost of Bidding Documents |
|----------------|---|--------------------|----------------------|---------------------------|
| MKWD-BAC-03-16 | <b>PROCUREMENT OF PIPES AND FITTINGS FOR INSTALLATION OF BRGY. KATIPUNAN, MAKILALA DL PROJECT</b> | <b>MKWD Office</b> | <b>P 937,633.16</b>  | <b>1,000.00</b>           |

## Initial Requirements:

1. Letter of Intent addressed to BAC
2. Delivery 15 days upon issuance of Notice to Proceed
3. All materials must meet the minimum specified specifications as contained in the bid documents
4. F.O.B. Metro Kidapawan Water District
5. All Materials are subject to Quality Assurance Committee (QAC) random testing with plant visit
6. Prices are inclusive of tax
7. Within 72 months mode of payment

Interested local accredited bidders may obtain Bid Forms and detailed specification on February 16, 2016 9:00 a.m. to March 10, 2016 9:00 a.m. at Bids and Awards Committee (BAC) Office, MKWD, Lanao, City of Kidapawan upon payment of NON – REFUNDABLE FEE indicated above.

A TWO ENVELOPE system shall be adopted in tendering; the first Envelope shall contain the Qualification Documents and Technical Proposals. The Second envelope shall contain the Financial Proposals.

Failure to submit a requirement or an incomplete or patently insufficient submission shall be considered "FAILED" for the particular requirement in the first envelope (Qualification Documents and Technical Proposals). Immediately after determining compliance with the requirements in the first envelope, the BAC shall open the second bid envelope (Financial Proposals) of each remaining eligible bidder whose first envelope was rated "PASSED". The second envelope of each complying bidder shall be opened the same day as per R.A. 9184, RULE IX- Bid Evaluation, Section 30, and Preliminary Examinations of Bids.

All particulars relative to submission of Bids, Bid Security, Performance Security, Evaluation of Bids, Post Qualification and Award of contract shall be governed by the pertinent provisions of R.A 9184 and its implementing Rules and Regulations (IRR). The complete schedule of activities is listed as follows:

| SCHEDULE OF ACTIVITIES |   | DATE                     | TIME               | PLACE                     |
|------------------------|---|--------------------------|--------------------|---------------------------|
| 1.                     | Publication and posting of notices in conspicuous public places / Posting in PhilGEPS | Starts February 16, 2016 | 8:00 AM to 5:00 PM | BAC Office, MKWD Compound |
| 2.                     | Pre-bid Conference  | February 24, 2016        | 9:00 AM            | MKWD Mess Hall            |
| 3.                     | Opening of Bids   | March 10, 2016           | 9:01 AM            | MKWD Mess Hall            |
| 4.                     | Post Evaluation   | Starts March 11, 2016    | 9:01 AM            | MKWD Mess Hall            |
| 5.                     | Awarding of Bids  | March 18, 2016           | 9:01 AM            | BAC Office, MKWD Compound |

The MKWD reserves the right to reject any or all bids, declare a failure of bidding, without offering any reason, waive any defect therein and make an award to the bidder whose proposal is most advantageous to the government, the MKWD likewise, assumes no obligation for whatever losses that may be incurred by the bidders in the preparation of the bids nor does it guarantee that the award shall be made.

For inquiries you may call or contact Rosauro O. Daga, Head Technical or Karen A. Dimaano, Head Secretariat through telephone no. (064) 577-1865.

(Sgd.) **ENGR. WILSPER LISANDRO M. ALQUEZA, RMP, MBA**  
Chairman

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# INSTRUCTION TO BIDDER

## 1.0 DESCRIPTION OF WORK

The Metro Kidapawan Water District (MKWD) Brgy.Lanao, Kidapawan City, Cotabato, Philippines, gives notice that sealed bids are invited from pre-qualified bidders for the Procurement of Pipes and Fittings for Installation of Brgy. Katipunan, Makilala DL Project

The Total Approved Budget Cost (ABC) for the contract is **P 937,633.16**.

- **ELIGIBLE BIDDERS**

The Invitation of Bidders is open to all interested ISO accredited suppliers/contractors with open track record.

## 2.0 COMPLETION OF DELIVERY

Pipes and Fittings specified in the Purchase Order (PO) should be available upon receipt of Notice of Award and Notice To Proceed.

## 3.0 OBTAINING OF BIDDING DOCUMENT

Copy of Bidding Documents will be furnished to interested ISO accredited supplier/contractor and may be obtained from the BAC Members of Metro Kidapawan Water District (MKWD), BAC Office, Brgy. Lanao, Kidapawan City, upon payment of "Non-Refundable Fee" indicated in the Invitation to Bid.

- **SUBMISSION AND RECEIPT OF BIDS**

Eligible bidders shall submit their bids through their authorized managing officer of their duly authorized representative (i) in the prescribed Bid Form, including its annexes, as specified in the bidding documents, (ii) on the specified deadline, and (iii) in two (2) separate sealed bid envelopes, the first containing the Qualification Documents and Technical Proposal of the bid. The second containing the financial component of the bid with the name of the contract to bid and the name of the bidder in capital letters addressed to the Bids and Awards Committee (BAC). The Bidder shall mark the two envelopes: "Do not open before (date and time of opening of bids)". Both envelopes shall then seal in an outer envelope which shall be addressed to the BAC and shall be marked as specified in the Instructions to Bidders.

Bids submitted after the deadline shall not be accepted by the BAC.

The **first envelope** shall be marked "Envelope 1" and contains the eligibility requirements or qualification requirements (Legal, Technical and Financial documents) and technical Documents for Bidders shall contain all documents listed below (one original and one duplicate copy)

## ELIGIBILITY REQUIREMENTS/ QUALIFICATION REQUIREMENTS

### LEGAL DOCUMENTS:

1. Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms
2. Valid and current Mayor's Permit/Municipal License
3. BIR Registration Certification, which contains the Taxpayer's Identification Number (TIN) and Tax Clearance
4. Statement of the prospective bidder that is not "Blacklisted" or barred from bidding by the government or any of its agencies, offices, corporations or LGU's, including non-inclusion in the consolidated Blacklisting report issued by the GPPB or CIAP
5. Letter authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted for eligibility check.
6. 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 that all statements and information provided therein are true and correct.
7. Other appropriate licenses as may be required by the procuring entity concerned
8. Company profile

### TECHNICAL DOCUMENTS (ELIGIBILITY REQUIREMENTS):

- 1.) Statements of the prospective Bidder all of its ongoing and completed Government and private contracts within the relevant period, where applicable, including contracts awarded but not yet started, if any. The statement shall state for each contract whether said contract is: Ongoing, Completed, or Awarded but not yet started; within the relevant period, where applicable. The statement shall include, for each contract the following:
  - a) The name of the Contract
  - b) Date of the Contract;
  - c) Kinds of goods sold;
  - d) Amount of Contract and Value of Outstanding contracts;
  - e) Availability of stock from Monday to Sunday
  - f) End user's acceptance, if completed; and
  - g) Specification whether prospective Bidder is a manufacturer or Supplier.
  - h)
- 2.) The bidder's completed projects must have a single contract for the past one year similar to the contract whose value must be at least **P 468,816.58**.

### FINANCIAL DOCUMENTS (ELIGIBILITY REQUIREMENTS):

- 1.0) Audited Financial Statements, stamped "RECEIVED" by BIR or its duly accredited and authorized institutions, for the year 2015 showing total and current assets and liabilities.

Bank Cash Deposit Certificate not less than **P 46,881.66**.

- 2.0) Computations of Net Financial Contracting Capacity (NFCC), or
- 3.0) Certificate of commitment specific to the contract at hand, by a licensed bank to extend to the bidder a credit line awarded the contract.

#### **TECHNICAL PARAMETERS:**

##### **Technical Bidding Requirements:**

- 1.0 The Bid Security as to form, amount and validity period; Manager's Check or Cash amounting to **P 18,752.66**.
- 2.0 Statement of ongoing and similar completed government and private contracts within the period specified in the IAEB, including contracts awarded but yet started.
- 3.0 Bidder's completed projects must have a single contract similar to the contract to be bid whose value must be at least **P 468,816.58**.
- 4.0 Authority of the signing official; (for corporations, bidder must submit a Secretary's certificate duly notarized)
- 5.0 Technical Specifications
  - ISO CERTIFIED - The Bidder must have an ISO 14001: 2004 and ISO 9001: 2008 CERTIFICATION certified by a third party certifying body duly registered with the Philippine Accreditation Office under DTI-BPS
  - Warranty
  - Delivery
  - Acceptance Evaluation and Quality Assurance
- 6.0 A Sworn affidavit of compliance with the Disclosure Provision under Section 47 of RA 9184.
  - A sworn affidavit of the bidder that is not related to the Head of Procuring Entity, members of BAC, TWG and Secretariat and members of PMO the designers up to the third civil degree.
  - Certification under oath that each document submitted in satisfaction of the eligibility requirements is an authentic and original copy or a true and faithful reproduction or copy of the original complete and that all statements and information provided therein are true and correct;

The **second envelope** (shall be marked "Envelope 2" and contain the following Financial Bidding Documents, one original and one duplicate copy).

1. Bid prices in the Bill of Quantities in the prescribed Bid Form. Deadline for Submission of Bids is on March 10, 2016 at 9:00 a.m. Closing time for the receipt of bids from accredited/eligible bidders is 9:00 a.m. at Metro Kidapawan Water District BAC Office. All bids must be sealed and submitted at the MKWD Conference Hall of Metro Kidapawan Water District. Bidders shall assume all responsibilities for the delivery of the bids (or modifications thereof) for the opening of bids to MKWD to the date and time set for the opening of bids. Opening of bids will start at 9:01 a.m. of March 10, 2016 at Metro Kidapawan Water District Conference Hall:

#### **4.0 DEADLINE FOR SUBMISSION OF BIDS**

Deadline of submission of bids is on March 10, 2016. Closing time for the receipt of bids from accredited/eligible bidders is 9:00 a.m. at MKWD BAC Room. All bids must be sealed and submitted at the BAC Office of Metro Kidapawan

Water District. Bidders shall assume all responsibilities for the delivery of the bids (or modifications thereof) for the opening of bids to MKWD prior to the date and time set for the opening of bids. Opening of bids will start at 9:01 a.m. of March 10, 2016 at Metro Kidapawan Water District BAC office.

## 5.0 MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may modify its bid, provided that this is done before the deadline for the submission and receipt of bids. Where a bidder modifies its bid, it shall not be allowed to retrieve its original bid, but shall only be allowed to send another bid equally sealed, properly identified, linked to its original bid and marked as "Modification" thereof, and stamped "Received" by the BAC. Bid modification received after the applicable deadline shall not be considered and shall be returned to the bidder unopened. A bidder may, through a letter, withdraw its bid before the deadline for the receipt bids. Withdrawal of bids after applicable deadline shall be subjected to appropriate sanctions. A bidder may also express its intension not to participate in the bidding through a letter which should reach and stamped received by the BAC before deadline for the receipt of bids. A bidder that withdraws its bid shall not permit to submit another bid, directly or indirectly, for the same contract. Unauthorized conditions, limitations, or provisions attached to a bid will render it non responsive and may cause its rejection. The bid form shall be without interlineations, alteration or erasures. Oral telegraphic or telephonic bids or modifications will not be considered. Alternative bids will not be considered.

## 6.0 BID SECURITY

All bids shall be accompanied by a Bid Security payable to the Metro Kidapawan Water District as guarantee that the successful bidder shall within ten (10) calendar days, or less as indicated in the Instruction to Bidders, from receipt of the Notice of Award, enter into a contract with MKWD and furnish the required performances security for the faithful performance of all works called for. Failure to enclose the required Bid Security in the form and amount prescribed herein shall automatically disqualify the bid concerned. Further, a Bid Security with an expiration date earlier than the validity period of the bid will not be considered.

The Bid Security shall be in an amount at least equal and not lower than a percentage of the approved budget for the contract to be bid in the form of cash or manager's check confirmed by a reputable local bank or in case of foreign builder, bonded by a foreign bank; irrevocable letter of a credit issued by a reputable commercial bank or in case of an irrevocable letter of credit issued by a Foreign bank, the same shall be confirmed or authenticated by a reputable local bank; Surety Bond callable upon demand or any combination thereof; or foreign government guarantees provided in an executive, bilateral or multilateral agreement, as may be required by MKWD. The required amount of the above forms of security shall be in accordance with following schedule:

| Form of Security                            | Minimum Amount     |
|---|--------------------|
| 1. Manager's Check                          | <b>P 18,752.66</b> |
| 2. Cash/Bank Guarantee                      | <b>P 18,752.66</b> |
| 3. Performance Security in Bank Certificate | <b>P 46,881.58</b> |

The required Bid security, based on the above schedule, shall start in Philippine Peso in the Bidding documents. Bid Securities shall be valid for one hundred twenty 120 calendar days from the date of the opening of bids. The bid



security if in the form of Surety Bond issued by the Government Service Insurance System (GSIS) or issued by a reputable surety or insurance company authorized by the office of the Insurance Commission should be accompanied by an official receipt. A bid accompanied by a surety bond without such official receipt shall not be read and shall be rejected outright.

The Bid Security shall be forfeited in favor of MKWD if the successful bidder withdraws bid during validity period or refuses or fails to enter into within the prescribed time.

No Bid Securities shall be returned to the bidders after the opening of bids and before contract signing except to those that failed to comply with any of the requirements to be submitted in the first envelope of the bid. Bid Securities shall be returned only after the bidder with the Lowest Calculated and Responsive Bid has signed the contract, furnished the Performance security and received the PO, but in no case later than the expiration of the Bid Security validity period.

## **8.0 BID VALIDITY**

Bids shall remain valid and firm for a period until July 8, 2016 from the openings of bids.

## **9.0 PROHIBITING DISCOUNT OFFERS**

No discount in the total or unit bid will be allowed. In case any bidder offers discount, such shall neither be read nor evaluated.

## **10.0 SUBMISSION OF CERTIFICATE OF ACCREDITATION/PRODUCT**

The supplier shall submit together with its bid a Certificate of Accreditation/Product Certificate authorizing the supplier to handle the sale/marketing of the manufacturer's/products. Failure on the part of the supplier the required documents may be ground for rejection of his bid.

## **11.0 BID OPENING**

The BAC shall open the bids at the place, date and time specified in the invitation to Bid. The BAC or their duly authorized representatives who are present during the bid opening, shall initial every page of the original copies of all bids received and opened. The minutes of the bid opening shall make available to the public upon written request and payment of a specified fee to recover cost of materials.

The Technical Documents of Bidders shall be opened after announcing the Eligible bidders by MKWD's BAC on March 10, 2016, at 9:01 a.m.

The bidder's name, bid prices, bid withdrawals and the presence or absence of the requisite security and such other details, as MKWD at its discretion may appropriate, will be announced and recorded at the opening of bids.



## 12.0 PRELIMINARY EXAMINATION OF BIDS

The BAC shall open the first bid envelopes (Qualification Documents and Technical Proposals) of eligible bidders in public to determine each bidder's compliance with the documents required to be submitted from the first component of the bid. For this purpose, the BAC shall check the submitted documents of each bidder against checklist of required documents to ascertain if they are all present in the first bid envelope using a non-discretionary "Pass/Fail Criteria. If a bidder submits the required documents, it shall be rated "Passed" for those particular requirements. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered "Failed" for the particular requirement concerned. In case one or more of the above required documents in the first envelope of a particular bid missing, incomplete or patently insufficient, the BAC shall rate the bid concerned as "Failed" and immediately return to the bidder concerned its second bid envelope unopened. Otherwise, the BAC shall rate the said first envelope as passed. Immediately after determining compliance with the requirements in the first envelope the BAC shall forthwith open the second bid envelope (Financial Proposal) of each remaining eligible bidder whose first bid envelope was rated "Passed". The second envelope of each complying bidder shall be open within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the approved budget for the contract, the BAC shall rate the bid concerned as "Failed". Only bids that are determined to contain all the bid requirements for components shall be rated "Passed" and shall immediately be considered for evaluation and comparison.

A bidder determined as "Failed" has seven (7) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification, within which to file a request for reconsideration with the BAC, provided however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the bidder concerned. Provided, further, that the BAC shall decide on the request for reconsideration within seven calendar days from receipt thereof. If the failed bidder signified its intent to file a motion for reconsideration, in the case of bidder who fails in the first bid envelopes, the BAC shall hold the second bid envelope of the said failed bidder unopened and duly sealed until such time that the motion for reconsideration has been resolved. The bidder's name, bid prices, bid withdrawals and the presence or absence of the requisite bid security and such other details, as MKWD at its discretion may consider appropriate will be announced and recorded at the opening of bids.

## 13.0 CEILING FOR BID PRICES

The Approved Budget Cost (ABC) for the contract under bidding shall be the upper limit or ceiling for acceptable bids. If a bid price, as evaluated and calculated, is higher than the approved budget for the contract under bidding, the bidder submitting the same shall be automatically disqualified. There shall be no lower or floor on the amount of the award.

## 14.0 BID EVALUATION

The purpose of bid evaluation is to determine the Lowest Calculated Bid (LCB). This bid shall be subjected to post-qualification to determine its responsiveness to the eligibility and bid requirements. If after post qualification the Lowest Calculated Bid is determined to be post-qualified, it shall be awarded to the bidder.

The LCB shall determine in two (2) steps: (a) the detailed evaluation financial components of bids, to establish the correct calculated prices of the bids; and (b) the ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

Members of the BAC including its staff and personnel, as well as its Secretariat and Technical Working Group (TWG) are prohibited from making any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award. The entire evaluation process shall be completed in not more than fifteen (15) days from the deadline for receipt of proposals.

### **FOR LUMPSUM EVALUATION:**

Bids conforming to the technical specifications and substantially responsive to the tender documents will be compared on the basis of the total price arrived at by taking the sum of the prices of all items in the bid schedule.

### **FOR ITEMIZED EVALUATION:**

Bid shall be compared on the basis of the individual item unit price multiplied by the estimated quality of the item. Award shall be made to the bidder who tendered lowest on each individual item.

In the comparison of bids, bid as read should be corrected if there are mathematical errors considering the following:

- A. ) In the event of a difference between a unit price quoted in words and a unit price quoted in figures for the same quotation, the unit price in words shall prevail;
- B. ) In the event that the product of a unit price and an estimated quality does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quality shall be taken as the amount of the bid;
- C. ) In the event of discrepancy between the estimated bid quality and the quote bid quality, estimated bid quality shall prevail;

If the sum of two or more items in a bidding schedule does not equal the amount quoted, the individual item amounts shall govern and the corrected total shall be deemed to be the amount of bid. Within three (3) calendar days from the determination of Lowest Calculated Bid, the BAC shall conduct and accomplish a post-qualification of the bidder with the Lowest Calculated Bid, to determine the bidder concerned complies and is responsive all requirements and condition for eligibility, the bidding of the contract, as specified in the bidding documents, in

which case said bidder's bid shall be considered and declared as the "Lowest Calculated Bid".

The post-qualification shall verify, validate and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid using non-discretionary criteria, as stated in the Invitation to Apply for Eligibility and to Bid and the Instructions to Bidders. These criteria shall consider, but shall not limit to, the following:

- a) Legal Requirements - To verify, validate and ascertain licenses and agreement submitted by the bidder and the fact that is not included in any Government "Blacklist".
- b) Technical Requirements - To determine compliance of the goods offered with the requirements of the contract and bidding documents including where applicable: (i) verification and validation of the bidder's stated competence and experience (ii) verification and/ or inspection and testing of the goods/ products, after-sales and/or maintenance capabilities, in applicable cases; and (iii) ascertainment of the sufficiency of the Bid Security as to type, amount, form and wording and validity period.
- c) Financial Requirements - To verify and validate the bid price proposal of the bidder and whenever applicable, the required bank commitment to provide a credit limit to the bidder in the amount and period specified, to ensure that a bidder can sustain the operating cash flow of the transaction.

The BAC determines that the bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bidder as the bidder with the Lowest Calculated Bid as the case may be and MKWD shall award the contract to the said bidder. If, however, the BAC determines that the bidder with the Lowest Calculated Bid fails the criteria for post-qualification, it shall immediately notify the said bidder in writing of its post-qualification and grounds for it. The post-qualification bidder shall have seven (7) calendar days from receipt of the said notification to request from BAC, it so wishes, a consideration of this decision. The BAC shall evaluate the request for reconsideration, if any, using the same non-discretionary criteria, and shall issue its final determination of the said request within seven (7) calendar days from receipt thereof.

Immediately after the BAC has notified the first bidder of its post-disqualification and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with second Lowest Calculated Bid. If the second bidder passes the post-qualification, and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder the Lowest Calculated Responsive Bid, and the MKWD award the contract to it.

If the second bidder, however, fails the post-qualification, the procedure for post qualification shall be repeated for the bidder with the next Lowest Calculated Bid and so on until the Lowest Calculated Responsive Bid is determined for award.

## 15.0 MKWD's RIGHT RESERVE

MKWD reserves the right to reject any or all bids; or declare a failure of bidding or not award the contract, if there is evidence of collusion between relevant public officers or employees of MKWD or the BAC and any of the bidders, or among the bidders, or between bidders and third parties, including any act which restricts, suppresses or nullifies competition, or if the BAC is found to have failed to follow the prescribed bidding procedures. MKWD also reserves the right to waive any required Formality or minor technicality in the bids received, provided that such waiver does not refer to a major deviation in a bid or any requirements pertaining to the substance of a bid.

The following among others, may be sufficient cause for rejection:

- a. Bid forms which are incomplete, obscure, irregular or non-responsive;
- b. Bid forms which omit or any one or more items on which bids are required;
- c. Bid forms having erasures or corrections in the price sheet without the full signature of the bidder or his duly authorized representative;
- d. Bid forms which omit unit price if unit prices are required;
- e. Bid forms accompanied by an insufficient or irregular Bid Security

The determination of the existence and sufficiency of any of the grounds for rejection of the bid shall rest on the part of MKWD and decision rendered thereon shall be binding upon the bidder concerned.

## 16.0 FAILURE OF BIDDING

The BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement and/or posting after re-evaluation of terms, conditions and specifications of the first bidding when:

- a. No prospective bidder submits an LOI no bid are received;
- b. All prospective bidders are declared ineligible;
- c. All bids fail to comply with all requirements or fail post-qualification;
- d. The bidder with the Lowest Calculated Responsive Bid refuses without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of RA 9184.

The BAC shall modify the terms, conditions and specifications in the first bidding documents when necessary, to change the scope of work or to adjust the procuring entity's cost estimates or specifications. All bidders who have initially responded to the Invitation to Apply for Eligibility and to Bid and have been declared eligible in the first bidding shall be allowed to submit new bids.

The BAC shall observe the same process and set the new periods according to the same rules during followed during the first bidding. Should there occur a second failure of bidding, the MKWD may enter into a negotiated procurement as provided in the IRR of RA 9184.

## 17.0 SINGLE CALCULATED AND RESPONSIVE BID

A single calculated and responsive bid shall be considered for award if it fails under any of the following circumstances:

- a) If after advertisement, only one prospective bidder submits a letter of intention and/or applies for eligibility check and it meets the eligibility requirements or criteria, after which it submits a bid which is found to be responsive to the bidding requirements.

- b) If after advertisement, more than one prospective bidder submits a letter of intention and/or applies for eligibility check, but only one bidder meets the eligibility requirements criteria, after which it submits a bid which is found to be responsive to the bidding requirements.
- c) If after eligibility check, more than one bidder meets the eligibility requirements, but only one bidder submits a bid and its bid is found to be responsive to the bidding requirements.

**18.0 NOTICE AND EXECUTION OF CONTRACT**

Award of contract shall be made to the bidder with the Lowest Calculated Responsive Bid at its submitted price or its calculated price, whichever is lower. In the case of Single Calculated Responsive Bid, the bidder with the Lowest Calculated Bid shall be awarded the contract.

Within a period of exceeding fifteen (15) calendar days from the determination and declaration by the BAC by the Lowest Calculated Bid, and the recommendation of the award, MKWD shall approve the said recommendation. In case of approval, MKWD shall immediately issue the Notice of Award to the bidder with the Lowest Calculated and Responsive Bid. Within the same period provided herein, the BAC shall notify all losing bidders of its decision.

Contract award shall be made within the bid validity period. Should it become necessary to the validity of the bids and, if applicable, the bid securities, MKWD shall request in writing all those who submitted bids for such extension.

**19.0 PERFORMANCE BOND SECURITY**

To guarantee the faithful performance of the contract the supplier shall post within seven (7) calendar days after of the Notice of Award, a performance security in the form of cash or manager’s check, irrevocable letter credit issued by the reputable bank draft/ guarantee confirmed by the local bank (in case of foreign bidders bonded by a foreign bank ), or a Surety Bond, callable upon demand, issues by the Government Service Insurance System, or private insurance company authorized by the Office of the Insurance Commission, or any of the foregoing, in accordance with the following schedule.

| <b>Form of Security</b>                     | <b>Minimum Amount</b> |
|---|-----------------------|
| 1. Manager’s Check                          | <b>P 18,752.66</b>    |
| 2. Cash/Bank Guarantee                      | <b>P 18,752.66</b>    |
| 3. Performance Security in Bank Certificate | <b>P 46,881.58</b>    |

The Performance Security shall be posted in favor for MKWD and shall guarantee the payment of the amount of the security as penalty in the event it is established that the winning bidder is in default in any of its obligations under the contract.

The Performance Security may be released by MKWD after the issuance of the Certificate of Acceptance of the goods, provided there are no claims filed against the contrast awardees or the surety company.

The winning bidder shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten (10%) over the original value of the contract as a result of the adjustments in costs or unit prices, and/or amendments to order or change orders, extra work orders and supplemental agreements, as the case maybe. The winning bidder shall cause the extension of the validity of the Performance Security to cover the approved time extensions.

In case of a reduction in the contract value, MKWD shall allow a proportion reduction in the original Performance Security, provided that any such reduction is more than ten percent (10%) and that aggregate of such reduction is not more than fifty percent (50%) of the original Performance Security.

## **20.0 EXECUTION OF CONTRACT**

The bidder to whom award is made shall receive the approved Purchase Order (PO) within five (5) calendar days upon compliance with all requirements set forth in the Notice of Award. Failure or refusal to accept the PO as herein provided or to conform with any of the stipulated statement in connection therewith shall be just cause for annulment of the award and the forfeiture of the Bid Security. Should the bidder with the Lowest Calculated Responsive Bid refuse or be unable to accept the PO and/or a Performance Security within the time provided therefore, the Bid Security shall be forfeited where so applicable and the appropriate sanction shall be extended imposed, except where such failure, refusal or inability is through no fault of the said bidder.

In case of the failure, refusal of inability of the bidder with Lowest Calculated and Responsive Bid to enter into contract and post the required Performance Security, the BAC shall disqualify the said bidder, and shall initiate and complete the post-qualification process on the bidder with the second Lowest Calculated and Responsive Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is determined for award. However, if no bidder passes post- qualification, the BAC shall declare the bidding a failure and conduct a re-bidding without re- advertisement, in which case, a direct notification shall be extend to all bidders. Should there occur another failure of bidding after the conduct of the contract's re-bidding, MKWD may enter into a negotiated contract.

In case of the failure, refusal of inability of the bidder with the Single Calculated/ rated Responsive Bid to enter into contract and post the required Performance Security, the BAC shall disqualify the said bidder, and shall declare the bidding a failure and conduct a re-bidding without re-advertisement and/or posting. Should there occur another failure of bidding after the conduct of the contract's re-bidding, MKWD may enter into a negotiated contract.

To assure that manufacturing defects will be corrected by the contract awardees for a fixed time after delivery, a warranty shall be required of the winning bidder, the obligation for which shall be covered by either retention moneys in the amount equal to ten percent (10%) of every progress payment, or special bank guarantee equivalent to ten percent (10%) of the goods supplied are free from defects and all the conditions imposed under contract are fully met.

For supply contracts, which include installation and commissioning services in addition to the supply of goods, the period and required obligation of the warranty shall cover the same. For the given scope of work in the contract as



awarded, all prices shall be considered as fixed pieces and therefore not subject to price adjustments during contract implementation, except under "Extraordinary Circumstances" shall refer to events that may be determined by NEDA in accordance with the Civil Code of the Philippines, and upon recommendation of MKWD.

## **21.0 CONTRACT TERMINATION**

### **Termination for Default**

If the manufacture/supplier refuses or fails to perform any of the provisions of the contract with such diligence as will completion within the time specified in the contract or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of the contract; MKWD shall notify the manufacturer/ supplier in writing the delay on non- performance and if not cured in time specified in writing by MKWD, it may terminate the manufacturer/supplier to proceed with the contract or such part of the contract has to which there has been a delay or a failure to property perform.

In the event that such termination applies to the remainder of the contract, MKWD shall impose the appropriate sanctions and may proceed to contract out remaining works/items through negotiated procurement. In case the termination applies only to portions of the remaining works/items. MKWD may likewise resort to negotiated procurement to acquire the terminated portions of the contract and the original manufacturer/ supplier shall be held liable for the excess in the cost to be incurred by MKWD for the portions terminated.

### **Terminated for Convenience**

MKWD may, when its interest so require, terminate the contract, in whole or in part, for its convenience. MKWD shall give written notice of the termination to the manufacturer/supplier specifying the part(s) of the contract terminated and when termination becomes effective.

The manufacturer/supplier should incur no further obligations in connections with the terminated work and on the date set in the noticed of termination, it will stop work to the extent specified. The manufacturer/supplier should also terminate outstanding orders and subcontract as they relate to the terminated work and shall settle then liabilities and claims arising out thereto. The manufacturer/supplier must still complete the work not terminated by notice of termination and may incur obligations as are necessary to do so.

## **22.0 AMENDMENT TO ORDER**

An Amendment to Order may be issued in the event that necessary adjustment within the general scope of the contract in any one or more of the following is required in order to fully meet the requirements of the project:

- a.) Drawings, design, or specifications, if goods to be furnished are to be specifically manufactured for MKWD in accordance therewith;
- b.) Method of shipment or packing; or
- c.) Place of delivery

An Amendment to Order may also be issued by MKWD where there are additional items and necessary for the protections of the goods which were not included in the original contract. Payment for these additional items shall be based on the unit prices in the original contract for items and good similar to those in the original supply contract. If the supply contract does not contain any



rate applicable to the additional item, then suitable prices shall be agreed mutually upon between the parties. Request for payment by the manufacturer/supplier for any additional items shall be accompanied by a statement with the approved supporting form, giving a detailed accounting and record of amount for which he claims payment the contract time shall likewise be extended if the acquisition of such additional items so warrants. Under no circumstances shall a supplier proceed to commence work under any Amendment to Order unless the same has been approved by MKWD. As an exception, MKWD may authorize the immediate start of work under any Amendment to Order in the event of emergencies to avoid detriment to public service, or damage to life and/ or property or when time is on the essence, provided however, that the same is valid only on items up to the point where the cumulative in the contract cost which cost which has not yet been duly fully approved by MKWD does not exceed five percent (5%) of the original contract cost provided further that the corresponding Amendment to Order shall immediately be prepared and submitted for approval to MKWD. For an Amendment to involving cumulative amount exceeding five percent (5) of the original contract price, no work thereon shall be commended unless the same has been approved by MKWD.

### **23. LIQUIDATED DAMAGES**

When the supplier fails to satisfactory deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the supplier shall be liable for damages for the delay and shall pay MKWD for liquidated damages, not by way of penalty, an amount equal to one tenth of one percent (0.1%) of the cost of the delayed goods scheduled for delivery for everyday of delay until such goods are finally delivered and accepted by MKWD. MKWD need not prove that it has incurred actual damages to be entitled to liquidate damages. Such amount shall be deducted from any money due or which may become due to the supplier, or collect the same from any securities or warranties posted by the supplier whichever is convenient to MKWD. In no case shall the total sum of liquidated damages exceed fifteen (15%) of the total contract price, in which event the concerned agency shall automatically terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

### **24. TERMS OF PAYMENT**

The total value of the delivery to the MKWD shall be paid within Seventy-Two (72) months upon delivery and acceptance of the MKWD subject to the presentation by the Supplier of the following:

- 1.) Purchase Order
- 2.) Sales Invoice
- 3.) Delivery Receipt
- 4.) Certificate of Inspection and Acceptance (CIA)
- 5.) Approved Noticed of Award
- 6.) Manufacturer's Certificate of Accreditation that any provision to the contract notwithstanding all payments shall be subject to existing Laws and Commission on Audit (COA) rules and regulations.

## 25. EFFECTIVITY OF THE PURCHASE ORDER

The Purchase Order (PO) shall become effective and binding upon approval by MKWD and acceptance by the supplier of the PO. However, once approved, the PO shall not be rescinded nor substantially amended or modified without the written approval of MKWD first being obtained.

## 26. ADMINISTRATIVE SANCTIONS

### Imposition of the Administrative Penalties

MKWD shall impose on bidders or prospective bidders, the administrative penalty of suspension for one (1) year for the first offense and suspension of two (2) years for the second offense from participating in the public bidding being undertaken by MKWD where applicable, for the following violations:

- a. Submission of eligibility requirements containing false information or falsified documents.
- b. Submission of bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding. Allowing the use of one's name or using the name of another for purpose of public bidding.
- c. Withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after he had adjudged and having submitted the Lowest Calculated Responsive Bid of Highest Rated Responsive Bid.
- d. Refusal or failure to post the required performance security within the prescribed time.
- e. Termination of the contract due to the default of the bidder.
- f. Refusal to clarify or validate in writing its bid during post qualification a period of seven (7) calendar days from receipt of the request for clarification.
- g. Any document unsolicited attempt by a bidder to unduly influence the outcome of the bidding in his favor.
- h. All other acts that tend to defeat the purpose of the competitive bidding, such as an eligible contractor not buying documents, and contractors habitually withdrawing from bidding or submitting letters off non-participation of at least three (3) within a year, except for valid reasons.

In addition to the above penalty of suspension, the Bid Security or the Performance Security posted of concerned bidder of prospective bidder shall also forfeit. MKWD may delegate to the BAC the authority to impose the aforementioned administrative penalties.

**27.0 TECHNICAL SPECIFICATIONS** - All materials must meet the specified specifications. Refer to “**Annex A**”

- **ISO CERTIFIED**

The Bidder must have an ISO 14001: 2004 and ISO 9001: 2008 CERTIFICATION certified by a third party certifying body duly registered with the Philippine Accreditation Office under DTI-BPS.

- **WARRANTY**

The supplier shall warrant to the owner that all materials furnished under this specification will be of good working condition and agrees to replace promptly any parts, which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for one (1) year from date put in operation. Such replacement shall be free of any charge to the owner or his respective. The supplier, in case that the unit is irreparable on site, shall provide a backup unit to be used for operation by the Metro Kidapawan Water District until such time that the pulled out unit returned in good running condition.

- **DELIVERY**

The supplier shall be responsible for any packing, packaging or protection required to ensure delivery in an undamaged condition.

- **ACCEPTANCE EVALUATION AND QUALITY ASSURANCE**

Upon receipt of the materials at the receiving point, the owner or authorized representative shall then arrange for an acceptance inspection for compliance with the provision of this specification. All materials are also subject to random laboratory testing.

Annex "A"- Quotation Form

Account Name: FOR INSTALLATION OF BRGY. KATIPUNAN, MAKILALA DL PROJECT

| Item  | Description   | Qty. | Unit | Price |
|-------|---|------|------|-------|
| 1     | PIPES AND FITTINGS FOR INSTALLATION OF BRGY. KATIPUNAN, MAKILALA DL PROJECT | 1    | LOT  |       |
| Total |   |      |      |       |

| PIPES AND FITTINGS FOR INSTALLATION OF BRGY. KATIPUNAN, MAKILALA DL PROJECT |       |      |           |       |
|---|-------|------|-----------|-------|
| LIST OF MATERIALS   |       |      |           |       |
| DESCRIPTION   | UNIT  | QTY. | UNIT COST | TOTAL |
| VALVE, AIR RELEASE VALVE 25MM D-010 (COMBINATION AIR)                       | PC.   | 1    |           |       |
| ADAPTER, ADAPTER 50MM MJ/F  | PC.   | 1    |           |       |
| COUPLING, COUPLING GI 50MM  | PCS.  | 6    |           |       |
| ELBOW, ELBOW 50MM X 90DEG MJ/MJ   | PCS.  | 6    |           |       |
| ELBOW, ELBOW 50MM X 45DEG MJ/MJ   | PCS.  | 8    |           |       |
| ELBOW-GI, ELBOW-GI 50MM X 90DEG   | PCS.  | 2    |           |       |
| END, CAP 50MM MJMJ  | PC.   | 1    |           |       |
| CLAMP, CLAMP 50MM X 19MM SADDLE   | PCS.  | 8    |           |       |
| COUPLING, COUPLING 50MM SLEEVE TYPE PVC                                     | PCS.  | 8    |           |       |
| NIPPLE, NIPPLE 50MM DIA. X.40M (TOE) G.I.                                   | PC.   | 1    |           |       |
| PIPE, PIPE 50MM X 6.0 M S-8 UPVC  | PCS.  | 10   |           |       |
| PIPE, PIPE 100MM X 6M PVC   | LENTH | 2    |           |       |
| PIPE, 50MMX1.20TBE SCH 40GI   | PC.   | 1    |           |       |
| PLUG, PLUG 50MM GI  | PC.   | 1    |           |       |
| PIPE, PIPE 50MM X 6.0 M S-8 UPVC  | PCS.  | 428  |           |       |
| TEE, TEE 50MM X 50MM MJ/F   | PC.   | 1    |           |       |
| TEE, TEE 50MM X 50MM MJ/MJ  | PC.   | 1    |           |       |
| VALVE, GATE 50MMF/F   | PC.   | 1    |           |       |
| VALVE, VALVE GATE 50MM MJ/MJ - NRS  | PCS.  | 4    |           |       |
| TAPE, TAPE WARNING 50MM @ 250M/ROLL   | ROLLS | 10   |           |       |

\_\_\_\_\_  
BIDDER/SUPPLIER

## CHECKLIST

### ELIGIBILITY REQUIREMENTS FOR BIDDERS

The Eligibility Envelope shall contain the following:

#### LEGAL DOCUMENTS

- Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms
- Valid and current Mayor's Permit/Municipal License
- BIR Registration Certification, which contains the Taxpayer's Identification Number (TIN)
- Statement of the prospective bidder that is not "Blacklisted" or barred from bidding by the government or any of its agencies, offices, corporations or LGU's, including non-inclusion in the consolidated Blacklisting report issued by the GPPB or CIAP
- Letter authorizing the BAC or its duly authorized representative/s to verify any or all of the documents submitted for eligibility check.
- 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 that all statements and information provided therein are true and correct.
- Other appropriate licenses as may be required by the procuring entity concerned
- Company profile

#### TECHNICAL DOCUMENTS

- Statement of ongoing and similar completed government and private contracts within the period specified in the IAEB, including contracts awarded but yet started
- Bidder's completed projects must have a single contract similar to the contract to be bid whose value must be at least **P 468,816.58**.

#### FINANCIAL DOCUMENTS

- Audited Financial statements stamped "Received" by the BIR or its duly accredited and authorized institutions, for the immediately preceding calendar year, showing among others the total assets and liabilities.
- Computations of Net Financial Contracting Capacity (NFCC), or
- Certificate of commitment specific to the contract at hand, by a licensed bank to extend to the bidder a credit line awarded the contract.

## Certifications of Non-Inclusions in the Blacklist

Date prepared

**STELLA M. GONZALES, MPS**  
General Manager  
Lanao, Kidapawan City

Attention: **ENGR. WILESPER LISANDRO M. ALQUEZA, RMP/MBA**  
Chairman  
Bids and Awards Committee

Dear Sir/Madame:

In compliance with the requirements of the Metro Kidapawan Water District – Bids and Awards Committee and pursuant to the Implementing Rules and Regulations of Republic Act 9184, the undersigned hereby declares that the firm/company intending to bid for this project, (Name of the Bidder) is not included in the blacklist of contractors for government of any of its agencies, office, corporations, or LGU's.

For your reference, attached is a copy of the recent certification from CIAP that the applicant is not included in the list of "blacklisted" contractors of the Philippines.

Very truly yours,

Name of the Representative of the Bidder  
Position  
Name of the Bidder

## AFFIDAVIT OF DISCLOSURE OF NO RELATIONSHIP

I, \_\_\_\_\_, of legal age (Civil Status), residing at \_\_\_\_\_ after being sworn in accordance with law, do hereby depose and say:

1. That I am the authorized representative of (Name of Bidder) with office address at (Address of Bidder);
2. The firm/partnership/joint venture/corporation, or any of its officers, directors, controlling stockholders and members, I represent for the bidding of (Name of Project), is not related by consanguinity or affinity up to the third civil degree to the head of agency, to the BAC, TWG or Secretariat members, or to any Procuring Entity official, who directly or indirectly took part in the bidding process;
3. That I am making this statement in compliance with Section 47 of the Implementing Rules and Regulations of Republic Act 9184, and in accordance with the requirements of the (Procuring Entity) – BAC.

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

\_\_\_\_\_  
Affiant

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Notary Public

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

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

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

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



## FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

- A. Summary of the Applicants Supplier's/contractor's assets and liabilities on the basis of the attached Income Tax Return and audited financial statements, 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. | Net Worth (1-3)     |             |
| 6. | Net Working (2-4)   |             |

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

NFCC= K (current asset- current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

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

K= 10 for a contract duration of one year or less, 15 for more than one year up to two years and 20 for more than two years

or

Commitment from a licensed bank to extend tom it a credit if awarded the contract or a cash deposit certificate of at least 10% of the proposed project to bid.

Name of Bank: \_\_\_\_\_ Amount:\_\_\_\_\_

Herewith attached are certified true copies of the Income tax return and audited financial statements; stamped "RECEIVED" by the BIR authorized collecting agent for the immediately preceding year and the cash deposit certificate of commitment from a licensed bank a credit line.

Submitted by:

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

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

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

**LETTER OF AUTHORITY TO VALIDATE SUBMITTED DOCUMENTS**

**STELLA M. GONZALES, MPS**  
General Manager  
Metro Kidapawan Water District  
Lanao, City of Kidapawan

Attention : **ENGR. WILESPER LISANDRO M. ALQUEZA, RMP/MBA**  
Chairman - Bids and Awards Committee

Dear Sir/Madame:

Reference is made to our Application for Eligibility and to Bid of the hereunder project/contract

Name of Project: \_\_\_\_\_

Location: \_\_\_\_\_  
\_\_\_\_\_

Brief Description: \_\_\_\_\_  
\_\_\_\_\_

In accordance with Republic Act 9184 and its Implementing Rules and Regulations (IIR), we/I hereby authorize the Metro Kidapawan Water District or its authorized representative/s to verify the statements, documents and information submitted herewith to substantiate our eligibility.

The following persons, including telephone/fax numbered may be contracted to provide further information with regard to this application:

|                      | NAME  | TELEPHONENUMBER | FAX NUMBER |
|----------------------|-------|-----------------|------------|
| a. Technical Matters | _____ | _____           | _____      |
| b. Financial Matters | _____ | _____           | _____      |
| c. Personnel Matters | _____ | _____           | _____      |

Very truly yours,

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

By: \_\_\_\_\_  
Name and Signature of Authorized Representative  
Position/Designation: \_\_\_\_\_  
Date: \_\_\_\_\_

## CERTIFICATE OF AUTHENTICATION

### CERTIFICATION

I, (Representative of the Bidder), of legal age, (Civil Status), Filipino and residing at (Address of the Representative), under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder), with office at (Address of the Bidder);
2. That each of the documents submitted is an authentic and original copy or true and faithful reproduction of the original, complete and that all statements and information provided therein are true and correct;
3. That I am making this statement as part of the eligibility requirement of (Name of the Bidder) for (Name of the Project).

IN FAITH WHEREOF, I hereby affix my signature this \_\_\_\_ day of \_\_\_\_, 2016 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
AFFIANT

SUBSCRIBED AND SWORN TO before me this \_\_\_\_, day of \_\_\_\_ 2016, affiant exhibiting to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
(Notify Public)

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN No. \_\_\_\_\_

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



Republic of the Philippines  
**METRO KIDAPAWAN WATER DISTRICT**  
Lanao, Kidapawan City

Tel nos. (064) 577-1533, 577-1865  
Fax No. (064) 577-5257  
E-mail Address: [metrokidapawan\\_wd@yahoo.com](mailto:metrokidapawan_wd@yahoo.com)

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## REGISTRATION CERTIFICATION

**STELLA M. GONZALES, MPS**

General Manager  
Metro Kidapawan Water District  
Lanao, KidapawanCity

Dear Sir/ Madame:

This is to certify that (Name of Bidder), with office address at (Address of Bidder) is duly registered supplier/distributor/manufacturer with the Metro Kidapawan Water District and recognized to undertaken the following kinds of projects for Infrastructure to eligibility processing at the time of purchasing bid documents:

Kinds of Projects: Infrastructure Project

This credential is personal, non-transferable and may be renewed only at the instance of the contractor concerned upon its expiration. Any misuse hereof shall cause the forfeiture of the established right and consequent department of herein named contractor. If a renewal is desired, application for the same shall be filed at least thirty (30) days before expiration of this certificate.

Very truly yours,

**WILESPER LISANDRO M. ALQUEZA, CE/RMP/MBA**  
BAC Chairman

## WAIVER TO FILE A MOTION FOR RECONSIDERATION

### Waiver

I, (Name of the Representative of the Bidder), of legal age, with office address at (Address of the Representative), after having sworn in accordance with the law, hereby depose and say:

1. That I am the (Position of the Representative) of (Name of the Bidder) with business at (Address of the Bidder);
2. That I am the duly authorized representative of the (Name of the Bidder);
3. That (Name of the Bidder) is a bidder for the construction of (Name of the Project);
4. The (Name of the Bidder), having declared ineligible by the Metro Kidapawan Water District – Bids and Awards Committee accepts said declaration by the Metro Kidapawan Water District - Bids and Awards Committee and will not file a motion for reconsideration;

AFFIANT FURTHER SAYETH NAUGHT.

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016 at \_\_\_\_\_.

\_\_\_\_\_  
Affiant

## MOTION FOR RECONSIDERATION

Date of Issuance

**ENGR. WILESPER LISANDRO M. ALQUEZA, RMP/MBA**

Chairman, Bids and Awards Committee  
Metro Kidapawan Water District  
Lanao, Kidapawan City  
Facsimile Number: (064) 577-5257

Dear Sir:

In relation to the results of the Eligibility Check conducted for the bidding of the Procurement of Pipes and Fittings for Installation of Brgy. Katipunan, Makilala DL Project held on (Date and time of the Eligibility Check) at (Venue of the Various Check), we would like to request for reconsideration the decision of "Ineligibility" of our firm on the following grounds:

We are hoping for your consideration.

Very truly yours,

**Name of the Representative of the Bidder**  
**Position of the Representative**  
**Name of the Bidder**

Received by the BAC:

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

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

**AUTHORITY OF SIGNATORY**

I, \_\_\_\_\_, president of \_\_\_\_\_, a corporation incorporated under the laws of \_\_\_\_\_ with its registered office at \_\_\_\_\_, by virtue of Board Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, has made constituted and appointed \_\_\_\_\_ true and lawful attorney, for it and its name, place, and stead, to do, execute and perform any all acts necessary and/or represent \_\_\_\_\_ in the bidding of \_\_\_\_\_ as fully and effectively as corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue thereof.

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

Signed in the Presence of:  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES  
KIDAPAWAN CITY

BEFORE ME, a Notary Public for and in Kidapawan City, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

| <u>NAME</u> | <u>CTC NO.</u> | <u>ISSUED AT/ON</u> |
|-------------|----------------|---------------------|
| _____       | _____          | _____               |
| _____       | _____          | _____               |

Known to me and known to be the same person who executed the foregoing instrument consisting of \_\_\_\_() pages, including the page whereon the acknowledgements is written and acknowledge before me that the same is his free voluntary act and deed and that of the Corporation he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until 31 December 2016  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

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



**AUTHORITY OF SIGNATORY**

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, a duly elected and qualified Corporate Secretary of \_\_\_\_\_, a corporation duly organized and existing under and by virtue of the law of the \_\_\_\_\_, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on \_\_\_\_\_ at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect in the date thereof:

RESOLVED, that \_\_\_\_\_ be, as it hereby is, authorized to participate in the bidding of \_\_\_\_\_ (Project ID-No.) \_\_\_\_\_ by the Metro Kidapawan Water District; and that if awarded the project shall enter into a contact with the Metro Kidapawan Water District; and in connection herewith hereby appoint \_\_\_\_\_, acting as duly authorized and designated representatives of \_\_\_\_\_, are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent \_\_\_\_\_ in the bidding as fully and effectively as the \_\_\_\_\_ might do if personally present with full power substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the \_\_\_\_\_ hereby authorizes its President to:

- (1) Execute a waiver of jurisdiction whereby the \_\_\_\_\_ hereby submits itself to the jurisdiction of the Philippine government and hereby waives its right to question the jurisdiction of the Philippine courts;
- (2) Execute a waiver that the \_\_\_\_\_ shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP of any other agency in connection with this project to prevent and retrain the bidding procedures bidder, and the carrying out of the awarded contract.

WITNESS the signature of the undersigned as such officer of the said \_\_\_\_\_ this \_\_\_\_\_

\_\_\_\_\_  
(Corporate Secretary)

**ACKNOWLEDGEMENT**

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

**CERTIFICATE AS TO COMPLIANCE OF EXISTING LABOR  
LAWS AND STANDARDS**

(NAME OF PROJECT)

(LOCATION)

Date of Opening of Bids: \_\_\_\_\_

I, (Name of the Representative of the Bidder) of legal age, with residence and address at \_\_\_\_\_, after having been duly sworn to in accordance with law, hereby depose and say:

1. That I am the (position of the representative of the bidder) of (Name of the Bidder);
2. That our firm/company shall abide with the existing labor laws and standards, rules and regulations of the Department of Labor and Employment (DOLE) in connection with the Implementation of the project.
3. That if our Firm/Company violates any rules and regulations as prescribed for by DOLE, I/we will accept sanctions that may be imposed on our firm.

IN FAITH WHEREOF, I hereunto affixed my signature this \_\_\_\_\_ day of \_\_ at \_\_\_\_\_, Philippines.

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this \_\_ day of \_\_ in \_\_\_\_\_, Philippines, Affiant exhibiting to me his \_\_\_\_\_ issued on \_\_\_\_\_.

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

## Certification of Bidder's Responsibilities

REPUBLIC OF THE PHILIPPINES  
CITY OF KIDAPAWAN

### SWORN STATEMENT

I, (Representative of the Bidder), of legal age, (Civil Status), residing at (Address), under oath, hereby depose and say:

1. I am the (Position) of the (Name of the Project) and am duly authorized to make this statement in behalf of (Name of the Bidder);
2. With regard to the bidding of (Name of the Project) of the Metro Kidapawan Water District, the (Name of the Bidder):
  - a) having taken steps to carefully examine all of the Bidding Documents;
  - b) having acknowledge all conditions, local or otherwise, affecting the implementation of the contract;
  - c) having make an estimate of the facilities available for under Section 22 5.1;
3. That I am making this statement as part of the bidding requirement for Procurement of Pipes and Fittings for the Pipes and Fittings for Installation of Brgy. Katipunan, Makilala DL Project.

IN FAITH WHEREOF, I hereby affix my signature this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

(Name of Representative of the Bidder)  
AFFIANT

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

\_\_\_\_\_  
(Notice Public)

Until \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Date \_\_\_\_\_  
Place \_\_\_\_\_  
TIN \_\_\_\_\_

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

**CONTRACT**  
**PROCUREMENT OF PIPES AND FITTINGS FOR INSTALLATION OF BRGY. KATIPUNAN,**  
**MAKILALA DL PROJECT**  
**METRO KIDAPAWAN WATER DISTRICT,**  
**LANAO, KIDAPAWAN CITY**

**KNOW ALL MEN BY THESE PRESENTS:**

**METRO KIDAPAWAN WATER DISTRICT** a Government- Owned and Control Corporation (GOCC) duly organized and existing under and by virtue of President Decree No. 198, as amended, with office address at Lanao, Kidapawan City, represented by its General Manager, STELLA M. GONZALES, MPS , duly authorized for this purpose, herein after called the **OWNER**.

**And-**

(NAME OF COMPANY), a duly organized and existing entity under and by virtue of the laws of the Republic of the Philippines, with office address at \_\_\_\_\_, represented by \_\_\_\_\_ its \_\_\_\_\_, herein after called **AWARDEE**.

**WITNESSETH:**

**WHEREAS**, in response to the **OWNER**'s invitation to supplier/manufacturer, the **AWARDEE** submitted proof of its bid to Procuring Entity deliver Non-LWUA initiated fund for METRO KIDAPAWAN WATER DISTRICT service connections, City of Kidapawan.

**WHEREAS**, the bid of the **AWARDEE** was the Lowest Calculated and Responsive Bid received;

**WHEREAS**, the owner has awarded the Contract to the **AWARDEE** at the price stipulated in its winning BID;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the payment made by the **OWNER** of a sum of money hereinafter stipulated, the parties hereto agree and contract as follows:

1. The Letter of Award by the **OWNER** dated \_\_\_\_\_, 2016, Bid of the **AWARDEE**, invitation to Bid, Instruction to bidders, information required of bidders, general conditions, special conditions, technical specifications and other documents reference or referred to therein and Performance Security issued by \_\_\_\_\_, in the form of Surety Bond are hereto attached and made part of this agreement.
2. The **AWARDEE** agrees and binds itself to fully and faithfully provide for its account all materials, labor, equipment, machine, tools, instruments and appliances needed or necessary or required to deliver the materials needed to finish the project.

- The delivery of materials under this contract should be on call basis as the project needed, but in case of failure to make the full delivery within two days upon receipt of call for specified delivery, a penalty of (1/10) of one (1) percent for everyday day of delay shall be imposed
3. The **AWARDEE** shall provide and do everything necessary to conform to its obligations under the contract to the true intent and meaning of the other Contract Documents.
    - The **AWARDEE** guarantees all materials he will supply, deliver and use in the project shall make good any defect or defects which may be discovered for his own account.
    - The type of materials proposed to be supplied by the **AWARDEE** and duly approved by the **OWNER** prior to the execution of contract cannot be substituted whatsoever anytime during the entire duration of the contract except only in meritorious cases as maybe permitted by the **OWNER**.
  4. Time is an essential feature of this Contract and in the event that the **AWARDEE** refuses or fails to satisfactorily complete the work within the specified time, plus anytime extension duly granted and is hereby in default under the Contract, the **AWARDEE** shall pay the **OWNER** for liquidated damages.
  5. To assure that manufacturing defects will be corrected by the contract **AWARDEE** for fixed time after delivery, a warranty shall require of the winning bidder, the obligations for which shall be covered by either retention monies in the amount equal to ten percent (10%) of the total contract price. Such amounts shall only be released after the warranty period provided that the good supplied are free from defects and all the conditions imposed under the contract are fully met.
  6. The **AWARDEE** shall provide a plant visit for two (2) Technical Members from the **OWNER** to ensure the quality of the materials indicated in the canvass conformed to the minimum standard stated on the description.
  7. To guarantee the faithful performance of the **AWARDEE** under the Contract he shall post a Performance Security, in the form of cash, manager's check, and surety bond. The Performance Security shall be valid for the duration of the Contract.
    - This Performance Security shall be posted in favor of the **OWNER** and shall guarantee the payment of the amount of the security as penalty in the event it is established that the **AWARDEE** is in default in his obligations there under.

In the execution of the Performances Security, the following conditions shall be complied with:

- a.) It shall be executed in accordance with the form prescribed therefore.

- b.) It shall be at least co-terminus with the final acceptance of the project.
- c.) The following provisions shall form part of the Performance Security: "The right to institute action on the penal bond pursuant to Act No. 3688 of any individual firm, partnership, corporation and association supplying the **AWARDEE** with materials for the prosecution of the work is hereby acknowledged and confirmed."
8. In the event of the recession of this contract for breach thereof, the security at the option of the **OWNER** shall be automatically forfeited in favor of and become immediately payable and collectible by the **OWNER**; otherwise, the bond shall remain and continue in full force and effect until all the aforementioned obligations as to the faithful completion of the contract and liquidated damages.
9. The Contract price shall be **Nine Hundred Thirty-Seven Thousand Six Hundred Thirty-Three and 16/100 (P 937,633.16)** inclusive of taxes.
10. The **OWNER** will pay the **AWARDEE** based on call materials delivered. Deliveries will be covered within Seventy-Two (72) months mode of payment that will start upon signing of the contract. The **OWNER** shall, upon request of the supplier, make advance payment to the Supplier/Manufacturer in an amount equal to fifteen (15%) of the total contract price, subject to the following conditions:
- The advance payment shall be made only upon submission to and acceptance by the **OWNER** of an irrevocable standby letter of credit or an unconditional bank guarantee of equivalent value form a commercial bank acceptance to the **OWNER**.
- a.) The advance payment shall be paid by the **AWARDEE** by deducting twenty percent (20%) from his periodic progress payment with the first repayment to be made when the contract value of materials delivered shall be equal or have exceeded twenty percent (20%) of the contract price. Further refunds shall be equal done there after monthly intervals.
- b.) The **AWARDEE** may reduce his standby letter of credit or bank guarantee by the amount refunded by the Monthly Certificates in advance payment.
- c.) After the satisfactory completion of deliveries of materials by the **AWARDEE**, the **OWNER** shall upon the request of the **AWARDEE**, release the retention money provided that goods supplied are free from defects and all the conditions imposed under the contract and WARRANTY in the ITB are fully met.
11. **AWARDEE** agrees and binds itself to indemnify the **OWNER** for whatever damages suffered by reason of the failure, negligence, delay or conduct on

the part of the supplier and/ or its employees in the performance of its obligations.

12. It is understood that any payment made by the **OWNER** to the **AWARDEE** or the failure of the **OWNER** to demand compliance with any of the terms and conditions of this contract shall not be considered as a waiver on the part of the **OWNER** for the enforcement of this contract.
13. The **AWARDEE** obligates to comply with all existing laws, executive and administrative orders, rules and regulations issued or to be issued by competent authorities.
14. The **OWNER** shall have the right to terminate automatically the Contract in the event that the **AWARDEE** incurs a fifteen percent (15%) or greater slippage in the persecution of the overall work evaluated against the project schedule.
15. In case of litigation arising out of this contract and if the arbitration procedure which is specified by section 8.04 (arbitration), if ever availed of has failed to solve the case, the parties hereto agree that its venue shall be the proper court in the City of Kidapawan, Philippines under the laws of the Republic of the Philippines.
16. The contract shall become effective and binding only upon approval by the **OWNER** and such other competent government agencies whenever required. Provided, however, that once approved, this contract shall not be rescinded nor amended or modified, without the written approval of the **OWNER** first being obtained.
17. This contract shall be subject to applicable rules and regulations not inconsistent herewith.

IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and at the place first herein above written.

**METRO KIDAPAWAN WATER DISTRICT**

**NAME OF COMPANY**

**By:**

**By:**

**LALAINA A. WITARA, MPS**  
Department Manager B,  
Finance Services Department

**Name of Representative/Owner**  
**Designation**

**STELLA M. GONZALES, MPS**  
General Manager



METRO KIDAPAWAN WATER DISTRICT

SIGNED IN THE PRESENCE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

### ACKNOWLEDGEMENT

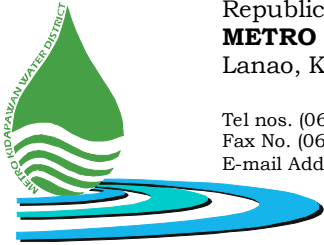
REPUBLIC OF THE PHILIPPINES)  
KIDAPAWAN CITY) S.S

On this \_\_\_\_\_ day of \_\_\_\_\_ personally appeared before me **STELLA MARES GONZALES, MPS** with Community Tax Certificate No. \_\_\_\_\_ issued at KIDAPAWAN CITY on \_\_\_\_\_, representing the Metro Kidapawan Water District and \_\_\_\_\_ with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ on \_\_\_\_\_, 20, representing Name of Company, both known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free act and voluntary deed and the true and voluntary act the entities they respectively represent.

This Contract consists of five (5) pages including the one on which this acknowledgement is written, all of which have been signed by the parties and their instrumental witnesses.

IN WITNESS WHERE OF, I have hereunto affixed my signature and my official seal on the date and place first written above.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2016



Republic of the Philippines  
**METRO KIDAPAWAN WATER DISTRICT**  
Lanao, Kidapawan City

Tel nos. (064) 577-1533, 577-1865  
Fax No. (064) 577-5257  
E-mail Address: [metrokidapawan\\_wd@yahoo.com](mailto:metrokidapawan_wd@yahoo.com)

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## NOTICE OF AWARD

Date

Owner/Name of Representative

Name of Company

Address

Dear Madame:

We are pleased to notify you that the Procurement of Pipes and Fittings Installation of Brgy. Katipunan, Makilala DL Project is hereby awarded to you as the bidder with the lowest Calculated and Responsive Bid at a contract price equivalent to **Nine Hundred Thirty-Seven Thousand Six Hundred Thirty-Three and 16/100 (P 937,633.16)**.

You are therefore required within ten (10) days from the receipt of this Notice of Award to formally enter into contract with us and to submit the Performance Security in the form and the amount stipulated in the Instructions to Bidders. Failure to enter into the said contract or provide the performance Security shall constitute a sufficient ground for cancellation of this award and forfeiture of your Bid Security.

Very truly yours,

**STELLA M. GONZALES, MPS**

General Manager

Conformer:

\_\_\_\_\_  
Representative  
Name of Company

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



Republic of the Philippines  
**METRO KIDAPAWAN WATER DISTRICT**  
Lanao, Kidapawan City

Tel nos. (064) 577-1533, 577-1865  
Fax No. (064) 577-5257  
E-mail Address: [metrokidapawan\\_wd@yahoo.com](mailto:metrokidapawan_wd@yahoo.com)

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**NOTICE TO PROCEED**

Date

**Name of Representative**

Designation

Name of Company

Address

Dear Sir:

The attached Contract Agreement having been approved, noticed is hereby given to (NAME OF COMPANY) that the Pipes and Fittings for Installation of Brgy. Katipunan, Makilala DL Project may commence effective on \_\_\_\_\_, seven (7) days after the receipt of this notice.

Upon receipt of this Notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the implementation schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the Metro Kidapawan Water District

Very truly yours,

**STELLA M. GONZALES, MPS**  
General Manager

I acknowledge receipt of this Notice on \_\_\_\_\_  
Name of the Representative of the Bidder: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_



Republic of the Philippines  
**METRO KIDAPAWAN WATER DISTRICT**  
Lanao, Kidapawan City

Tel nos. (064) 577-1533, 577-1865  
Fax No. (064) 577-5257  
E-mail Address: [metrokidapawan\\_wd@yahoo.com](mailto:metrokidapawan_wd@yahoo.com)

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## NOTIFICATION OF BIDDING RESULTS

Date

Name of Representative/Owner

Designation

Name of Company

Address/Contact Nos.

Dear **Sir/Madame**:

We regret to notify you that the Procurement of Pipes and Fittings for Installation of Brgy. Katipunan, Makilala DL Project for Metro Kidapawan Water District has been awarded to completing bidder, (Name of Winning Bidder) with its bid of which has been determined to be the Lowest Calculated Bid for the Contract.

We looked to your participation in the bidding of our other projects.

Very truly yours,

**STELLA M. GONZALES, MPS**  
General Manager