

1. Republic of the Philippines
2. Sablayan Water District
3. Brgy. Buenavista, SABLAYAN, OCCIDENTAL MINDORO
4. Website: [www.sablayanwaterdistrict.gov.ph](http://www.sablayanwaterdistrict.gov.ph), e-mail : sablayan.waterdistrict@yahoo.com.ph

**Bidding Documents**

**for the**

**Procurement for the Supply, Delivery, Installation, Testing and Commissioning for labor, materials & Equipment for five (5) units shallow well and one (1) unit deep well for water supply system expansion project**

**Sixth Edition**

**October 2024**

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# Glossary of Acronyms, Terms, and Abbreviations

**ABC** –Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender.* (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents –** The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA -** Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be,  as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF –** Cost Insurance and Freight.

**CIP –** Carriage and Insurance Paid.

**CPI –** Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**–Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** –Government-owned and/or –controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS –** International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs –** Local Government Units.

**NFCC –** Net Financial Contracting Capacity.

**NGA –** National Government Agency.

**PhilGEPS -** Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA –** Philippine Statistics Authority.

**SEC –** Securities and Exchange Commission.

**SLCC –** Single Largest Completed Contract.

**Supplier** – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

**UN –** United Nations.

# Section I. Invitation to Bid

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| **Notes on the Invitation to Bid** The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184. Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:1. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
2. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
3. The deadline for the submission and receipt of bids; and
4. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet. |



*Website*: www.sablayanwaterdistrict.gov.ph

 ***e-mail : sablayan.****waterdistrict@yahoo.com**.ph*

**Invitation to Bid for the Procurement of supply, delivery, installation, testing and commissioning for labor, materials and Equipment for five (5) units shallow well and one (1) unit deep well for water supply system expansion project**

1. The **SABLAYAN WATER DISTRICT (SWD),**  through funds sourced from LWUA FY 2017 GAA, intends to apply the sum of **Twelve Million Seven Hundred Forty Two Thousand One Hundred Seventy One Pesos & 39/100 (PhP 12,742,171.39)** being the Approved Budget for the Contract (ABC) to payments under the contract for which this Invitation to Bid is issued. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The **SABLAYAN WATER DISTRICT (SWD),** now invites bids for the above Procurement Project. Delivery of the Goods is **required ninety (90) calendar days and Completion of the Works is required for two hundred forty (240) calendar days from the receipt of Notice to Proceed (NTP).** Bidders should have completed, within five (5) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instruction to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

4. Bidding is restricted to Filipino citizens, sole proprietorship, partnership, corporation, cooperative 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 Rep. Act. No. 5183.

5. Interested bidders may obtain further information from SWD Bids and Awards Committee (BAC) Secretariat, and inspect the Bidding Documents at the address given below during office hour 9:00 a.m. to 4:00 p.m.

6. A complete set of Bidding Documents may be acquired by interested Bidders on **October 23, 2024 to November 13, 2024** from the website [www.sablayanwaterdistrict.gov.ph](http://www.sablayanwaterdistrict.gov.ph) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **TWENTY FIVE THOUSAND PESOS (PhP 25,000.00**).

7. The **SABLAYAN WATER DISTRICT**will hold a Pre-Bid Conference on  **October 29, 2024, at 2:00 p.m.**  at the Conference Room of SWD Office Buenavista Sablayan Occ. Mindoro*,* which shall beopened to all prospective bidders.

8. Bids must be duly received by the BAC Secretariat through **manual/physical submission** at the office address indicated below, on or before **November 13, 2024 @ 1:30 P.M**. Bid proposals may be submitted by authorized representative of the supplier or through courier. Interested bidders that submit bids through courier must make sure that bid document fees are paid and the copy of the official/acknowledgement receipt be submitted to the BAC Secretariat through sablayan.watedistrict@yahoo.com.ph on or before the deadline of submission of bids. Bidding documents fee may be paid in cash or through bank transfer. For account details, please contact the BAC Secretariat.

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| ***Activities*** | ***Schedule*** |
| 1. Advertisement | October 23 - 30, 2024 |
| 2. Issuance of the Bidding Documents  | October 23 – November 13, 2024  |
| 3. Pre-Bid Conference | October 29, 2024 at 2:00 P.M. |
| 4. Deadline for the Pre-qualification, Submission, and Opening of Bids | November 13, 2024 at 2:00 P.M. |
| 5. Evaluation of Bids | November 18, 2024 |
| 6. Post-qualification of Bids | November 19, 2024 |
| 7. Approval of BAC Recommendation &  Issuance of Notice of Award  | November 22, 2024 |

9. All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in the Instructions to Bidders and Clause 14.1 of the BDS. Bidders that will submit a Bid Securing Declaration must use the template provided in this bidding documents.

10. Bid opening shall be on **November 13, 2024 at 2:00 PM** at Conference Room of SWD Office Buenavista Sablayan Occ. Mindoro*.*

10. The **SABLAYAN WATER DISTRICT**reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

MS. MARICEL C. COSME

BAC Secretariat

Sablayan Water District

**Mobile No. : 0909-7234765**

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 ENGR. GEFFORD BRAYAN C. TEMENIA

 BAC Chairman

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# Section II. Instructions to Bidders

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| **Notes on the Instructions to Bidders** This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract. |

## Scope of Bid

 The Procuring Entity, **SABLAYAN WATER DISTRCT,** wishes to receive Bids for the *Supply, Delivery, Installation, Testing and Commissioning for Labor, Materials and Equipment for Five (5) units Shallow Well and One (1) unit Deep Well for Water Supply System Expansion Project* ***with Identification Number 2024-10-00182 number dated October 18, 2024.***

*[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]*

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

## Funding Information

1. The Government of the Philippines (GOP) through the source of funding as indicated below for FY 2024 in the amount of **TWELVE MILLION SEVEN HUNDRED FORTY TWO THOUSAND ONE HUNDRED SEVENTY ONE PESOS & 39/100 ( ₱12,742,171.39).**
2. The source of funding: Local Water Utilities Administration (LWUA) under FY 2017 GAA Loan in the amount of **Twenty Five Million Pesos (₱25,000,000.00**).

## Bidding Requirements

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

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

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

## Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## Eligible Bidders

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

5.2. BIDDING IS RESTRICTED TO FILIPINO CITIZENS, SOLE
PROPRIETORSHIP, PARTNERSHIP, CORPORATION, COOPERATIVE 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 REP. ACT. NO. 5183.

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 within five (5) years contract similar to the Project the total/aggregate value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

‘a. The Bidder must have completed, within the period specified in the Invitation to Bid, an SLCC that is similar to the contract to be bid, and whose value, adjusted to current price using the Philippines Statistics Authority (PSA) consumer price indices, must be at least fifty percent (50%) of the total ABC.

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

## Origin of Goods

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

## Subcontracts

* + 1. The Procuring Entity has prescribed that Subcontracting is **NOT ALLOWED** for this project.

## 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 SWD Conference Room, Buenavista Sablayan Occ. Mindoro as indicated in paragraph 7 of the **IB**.

## Clarification and Amendment of Bidding Documents

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

## Documents comprising the Bid: Eligibility and Technical Components

* + 1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in SECTION VIII (CHECKLIST OF ELIGIBILITY AND FINANCIAL DOCUMENTS).
		2. The Bidder’s SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
		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.

## Documents comprising the Bid: Financial Component

* 1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (CHECKLIST OF ELIGIBILITY AND FINANCIAL DOCUMENTS).
	2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
	3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
	4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## Bid Prices

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

* + - 1. For Goods offered from within the Procuring Entity’s country:
1. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
2. The cost of all customs duties and sales and other taxes already paid or payable;
3. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
4. The price of other (incidental) services, if any, listed in the **BDS.**
	* + 1. For Goods offered from abroad:
5. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
6. The price of other (incidental) services, if any, as listed in the **BDS.**

## Bid and Payment Currencies

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

## Bid Security

* 1. The Bidder shall submit a Bid Securing Declaration[[1]](#footnote-1) or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2 The Bid and bid security shall be valid for **120 CALENDAR DAYS FROM THE DATE OF DEADLINE FOR SUBMISSION OF BIDS**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## Sealing and Marking of Bids

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

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

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

## Deadline for Submission of Bids

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

## Opening and Preliminary Examination of Bids

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

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

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

## Domestic Preference

18.1. The Procuring Entity

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

## Detailed Evaluation and Comparison of Bids

* 1. The Procuring Entity’s BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
	2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
	3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
	4. The Project shall be awarded **One (1) Project having several items that shall be awarded as one contract.**
	5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## Post-Qualification

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

## Signing of the Contract

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

# Section III. Bid Data Sheet

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| **Notes on the Bid Data Sheet** The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:* + 1. Information that specifies and complements provisions of the ITB must be incorporated.

 * + 1. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.
 |

**Bid Data Sheet**

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| **ITB Clause** |  |
| 5.3 | For this purpose, contracts similar to the Project shall be: ‘a. Supply, Delivery, Installation, Testing and Commissioning for Labor, Materials and Equipment for Water Supply System.  ‘b. Having completed government and private contracts within five (5) years ‘ prior to the deadline for submission and receipt of bids.  |
| 7.1 | Subcontracting is not ALLOWED. |
| 12 | The price of the Goods shall be quoted DDP Sablayan Water District, Buenavista Sablayan Occidental Mindoro 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 (BSD), or any of the following forms and amounts: a. The amount of not less than **Two Hundred Fifty Four Thousand Eight Hundred Forty Three Pesos & 43/100 (Php 254,843.43)** *or two percent (2%)* of ABC, if bid security is in cash, cashier’s/manager’scheck, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than, **Six Hundred Thirty Seven Thousand One Hundred Eight Pesos & 57/100 (Php 637,108.57)**, *or five percent (5%)* of ABC, if bid security is in Surety Bond: |
| 19.3 | Project/ Brief Description: One (1) Lot- Procurement for the Supply, Delivery, Installation, Testing and Commissioning for Labor, Materials and Equipment for five (5) units Shallow Well and One (1) unit Deep Well for Water Supply System Expansion Project with approved Budget for the Contract (ABC) amounting to **Twelve Million Seven Hundred Forty Two Thousand One Hundred Seventy One Pesos & 39/100 (PhP 12,742,171.39)**. |
| 20.1 | .1. Certified True Copies of the following Class “A” Documents as supportingdocuments in Annex “A” of the PhilGEPS Registration Certificate (PlatinumMembership): 1.1 Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent documents; |

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|  |  1.2 Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located.1.3 Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR); and1.4 The Supplier’s audited financial statements, showing, among others, the Supplier’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission. |
|  | Latest income and business tax returns filed and paid though the BIR Electronic and Payment System. Likewise, updated Tax Clearance and PhilGEPS Registration are required if those documents already expire during the conduct of post-qualification but not during the submissionand opening of bids |
|  | The following additional contract documents relevant to the Project are required: ***1. Construction Schedule and S-curve/PERT/CPM*** ***2. Manpower Schedule*** ***3. Construction Methods******4. Equipment Utilization Schedule*** ***5. Construction Safety and Health Program approved by the DOLE*** |
|  | Valid PCAB License with classification of General Construction |
|  | List of contractor’s personnel and list of contractor’s equipment units **shall be submitted under oath and notarized.** |

# Section IV. General Conditions of Contract

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| --- |
| **Notes on the General Conditions of Contract** The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract. Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.  |

## Scope of Contract

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

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

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

## Advance Payment and Terms of Payment

* 1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
	2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

## Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

## Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specification at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## Warranty

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

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

## Liability of the Supplier

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

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

# Section V. Special Conditions of Contract

|  |
| --- |
| **Notes on the Special Conditions of Contract** Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity’s country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:* 1. Information that complements provisions of the GCC must be incorporated.
	2. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein. |

**Special Conditions of Contract**

|  |  |
| --- | --- |
| **GCC Clause** |  |
| 1 | Delivery and Documents -  |
|  | For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:  |
|  | [For Goods supplied from abroad, state:] “The delivery terms applicable to the Contract are DDP delivered at designated locations listed in "Annex A". In accordance with INCOTERMS.” |
|  | [For Goods supplied from within the Philippines, state:] “The delivery terms applicable to this Contract are delivered at designated locations listed in "Annex A". Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.” |
|  | Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). |
|  | For purposes of this Clause the Procuring Entity’s Representative at the Project site is **Engr. Gefford Brayan C. Temenia.** |
|  | **Incidental Services –** |
|  | The Supplier/Contractor is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; ande. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. |
|  | The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. |
|  | **Spare Parts –** The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:  **1.** such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and  **2.** in the event of termination of production of the spare parts:  **i.** advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and **ii**. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price. |
|  | **Warranty –**  One (1) year warranty on equipment. |
|  | **Packaging –** Not Applicable  |
| 2.2 | The terms of payment shall be as follows: ‘a. 15% on mobilization ‘b. Progress payment  |
|  | The inspections and tests that will be conducted are actual inspection and test run of all the Equipment upon installation as stated in Section VII. **Technical Specification.** |

# 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 NO.** | **QTY** | **UNIT** | **PARTICULARS** |  |
| **I. POWER SOURCE** |  |
| 1 | 1 | lot | Construction of 720meters 3phase primary power line from P.Urieta street to Abaca pump house. Including; Pole Mounted Transformer with accessories,Current Transformer,FM48a meter with L switch and wires. and Retirement of Old line. | Shall not exceed ninety (90) calendar days uponSupplier’s receipt of theNotice to Proceed (NTP) |
| 2 | 3 | pc/s | 10kVA, 1Ph, 60Hz, Pole mounted transformer, oil immersed, double bushing. |
| 3 | 1 | pc/s | Manual Transfer Switch (MTS) @175A, 3-Pole with Common Bus Bar and NEMA enclosure. |
| 4 | 1 | pc/s | Main Circuit Breaker (MCCB) @175A, 3-Pole, 3ph w/ NEMA enclosure. |
| 5 | 1 | pc/s | Distribution Panel Enclosure Box 6 branches for 175A MCCB main, 3-100A MCCB, 60A MCCB and Spare  |
| 6 | 4 | pc/s | KV2C Meter w/ L switch & ERC Seal |
| 7 | 10 | pc/s | 2" GI pipe Sch. 40 Electric cable post with spool and steps |
| 8 | 4 | pc/s | Meter Base |
| 9 | 340 | pc | 6 AWG Duplex wire |
| 10 | 60 | pc | 4 AWG Duplex wire |
| 11 | 3 | pcs | 63A Molded Case Circuit Breaker 2 Pole, 220V,1Ph, AC with NEMA Enclosure  |
| 12 | 3 | pc | Distribution Panel NEMA Enclosure Box 4 branches for 2P, 60A MCCB main, 2-40A MCCB, 30A MCCB |
| 13 | 3 | Mts | 60A, 2P Manual Transfer Switch Industrial Circuit Breaker with Indicator light |
| 14 | 9 | pc/s | 75mm x 50mm x 8' uPVC Electric Wire Moulding and Cable Trunking |
| **II. PUMPS** |  |
| 1 | 1 | lot | 20 Lps x 80m ,25Hp, 220v, 3ph, 60hz 6" Submersible Pump, motor, 25Hp Variable Frequency Drive(VFD) Controller with pressure transducer, Main breaker, floatless level control, contactor, overload relay,analog voltage and ampere gauge monitoring, Phase Selector, indicator lights and momentary push button switch complete with nametag. | Shall not exceed ninety (90) calendar days uponSupplier’s receipt of theNotice to Proceed (NTP) |
| 2 | 4 | lot | 4 Lps x 42m ,3Hp, 220v, 1ph-3ph, 60hz 4" Submersible Pump, motor, 7.5Hp Variable Frequency Drive(VFD) Controller with pressure transducer, Main breaker, floatless level control, contactor, overload relay, analog voltage and ampere gauge monitoring, Phase Selector, indicator lights and momentary push button switch complete with nametag. including 30m submersible cable.  |
| 3 | 70 | lot | Submersible Cable #22/3 |
| 4 | 3 | Sets | Splicing Kit, Electrical Tape and Rubber tape |
| **III. CHLORINATOR** |  |
| 1 | 1 | pc/s | Automatic Dosing pump, Nominal output 60GPM, Max pressure 100psi | Shall not exceed ninety (90) calendar days uponSupplier’s receipt of theNotice to Proceed (NTP) |
| 2 | 4 | pc/s | Automatic Dosing pump, Nominal output 4.7LPH, Max pressure 100psi |
| 3 | 5 | pc/s | Ultraviolet Stabilized Medium Density Polyethylene TankDrum Open-top. 100liters capacity. With level indicator |
| **IV. STAND BY GENERATOR SET** |  |
| 1 | 3 | lot | Silent type Diesel Generator set with Watercooled,4 stroke, Rated output 10kVA, 220v, 60Hz, 1Ph, Brushless rotating exciter with Automatic Voltage Regulator (AVR) electric start with battery and ATS ready. | Shall not exceed ninety (90) calendar days uponSupplier’s receipt of theNotice to Proceed (NTP) |
| 2 | 1 | lot | Silent type Diesel Generator set with Watercooled,4 stroke, Rated output 18kVA, 220v, 60Hz, 1Ph, Brushless rotating exciter with Automatic Voltage Regulator (AVR) electric start with battery and ATS ready. |
| **V. PIPES AND FITTINGS** |  |
| 1 | 8 | L | Ø150mm (6") x 6m uPVC Pipe with Rubber Seal, Series 10 | Shall not exceed ninety (90) calendar days uponSupplier’s receipt of theNotice to Proceed (NTP) |
| 2 | 642 | L | Ø100mm (4") x 6m uPVC Pipe with Rubber Seal, Series 10 |
| 3 | 535 | L | Ø75mm (3") x 6m uPVC Pipe with Rubber Seal, Series 10 |
| 4 | 482 | L | Ø50mm (2") x 6m uPVC Pipe with Rubber Seal, Series 10 |
| 5 | 6 | pcs. | Ø100mm (4") x 6M G.I. Pipe Sch. 40 std. |
| 6 | 7 | pcs. | Ø75mm (3") x 6M G.I. Pipe Sch. 40 std. |
| 7 | 15 | pcs. | Ø50mm (2") x 6M G.I. Pipe Sch. 40 std. |
| 8 | 18 | pcs. | 2" GI plain/france Coupling |
| 9 | 3 | pcs. | 4" Production flowmeter,flange connection with companion flange. |
| 10 | 1 | pcs. | 3" Production flowmeter,flange connection with companion flange. |
| 11 | 3 | pcs. | 0-160 psi Pressure Gauge H.D |
| 12 | 4 | pcs. | 4" CI Gate Valve Flange type w/ Handwell |
| 13 | 2 | pcs. | 4" CI Check Valve(Swing valve) Flange Type |
| 14 | 2 | pcs. | 3" C.I. Gate Valve, Flange Type, w/ hand well |
| 15 | 1 | pc. | 3" C.I. Swing Check Valve, Flange Type |
| 16 | 3 | pcs. | 4" C.I. Gate Valve, M/M w/ operating Nut |
| 17 | 13 | pcs. | 3" C.I. Gate Valve, M/M w/ operating Nut |
| 18 | 8 | pcs. | 2" C.I. Gate Valve, M/M w/ operating Nut |
| 19 | 2 | pcs. | 4" x 90deg CI Elbow F/F with weldable companion flange |
| 20 | 2 | pcs. | 4" x 45deg CI Elbow F/F with weldable companion flange |
| 21 | 1 | pcs. | 3" x 90deg CI Elbow F/F with weldable companion flange |
| 22 | 1 | pcs. | 3" x 45deg CI Elbow F/F with weldable companion flange |
| 23 | 4 | pcs. | 4" x 90 deg. C.I. Elbow M/M |
| 24 | 10 | pcs. | 4" x 45 deg. C.I. Elbow M/M |
| 25 | 10 | pcs. | 3" x 90 deg. C.I. Elbow M/M |
| 26 | 1 | pcs. | 3" x 45 deg. C.I. Elbow M/M |
| 27 | 8 | pcs. | 2" x 90 deg. C.I. Elbow M/M |
| 28 | 2 | pcs. | 2" x 45 deg. C.I. Elbow M/M |
| 29 | 2 | pcs. | 4" CI Tee F/F with weldable companion flange |
| 30 | 1 | pcs. | 3" CI Tee F/F with weldable companion flange |
| 31 | 1 | pc/s | 4"x3" CI/DI Cross Tee M/M |
| 32 | 5 | pcs. | 4" C.I. Tee M/M |
| 33 | 3 | pcs. | 3" C.I. Tee M/M |
| 34 | 5 | pcs. | 2" C.I. Tee M/M |
| 35 | 9 | pcs. | 4" x 3" C.I. Reducer Tee M/M |
| 36 | 8 | pcs. | 4" x 2" C.I. Reducer Tee M/M |
| 37 | 5 | pcs. | 3" x 2" C.I. Reducer Tee M/M |
| 38 | 3 | pcs. | 4" x 3" C.I. Reducer Coupling M/M |
| 39 | 3 | pcs. | 4" x 2" C.I. Reducer Coupling M/M |
| 40 | 4 | pcs. | 3" x 2" C.I. Reducer Coupling M/M |
| 41 | 1 | pc/s | 4" CI/DI End Cap M/M |
| 42 | 1 | pc/s | 3" CI/DI End Cap M/M |
| 43 | 5 | pcs. | 3" x 90 deg. G.I. Elbow Threaded, Sch. 40 |
| 44 | 22 | pcs. | 2" x 90 deg. G.I. Elbow Threaded, Sch. 40 |
| 45 | 10 | pcs. | 2" G.I. End Cap |
| 46 | 2 | pc/s | 4" x 2" GI Reducer Coupling  |
| 47 | 1 | pc/s | 3" x 2" GI Reducer Coupling  |
| 48 | 4 | pcs. | 3" x 2.5" Brass Angle Fire Hydrant assembly |
| 49 | 6 | pcs. | 4" C.I. Gibault PVC to PVC |
| 50 | 8 | pcs. | 3" C.I. Gibault PVC to PVC |
| 51 | 9 | pcs. | 2" C.I. Gibault PVC to PVC |
| 52 | 6 | pcs. | 4" C.I. Gibault PVC to GI |
| 53 | 6 | pcs. | 3" C.I. Gibault PVC to GI |
| 54 | 3 | pcs. | 2" C.I. Gibault PVC to GI |
| 55 | 20 | pcs. | 6" Valve box Cover |
| 56 | 2 | pcs. | 4"x4" Fabricated GI Wye |
| 57 | 38 | pc/s | Portland Cement Type 1 |
| 58 | 21 | cum | Mixing Sand/Gravel |
| **VI. LABOR COMPONENT** |  |  |
| 1 | 9966 | L.m | Excavation, Backfilling and Compaction of trench 0.40m x 0.80m | Shall not exceed two hundred forty (240) calendar days uponSupplier’s receipt of theNotice to Proceed (NTP) |
| 2 | 20 | Unit | Horizontal Boring 6m |
| 3 | 5 | Unit | Installation of Submersible pump and its appurtenances  |
| 4 | 1619 | L.m | Installation of Pipes |
| 5 | 11 | pcs | Installation of Electric Cable pole |
| 6 | 4 | Unit | Installation of Fire Hydrant |
| 7 | 10 | Unit | Installation of Blow off  |
| 8 | 28 | m | Concrete Cutting and Restoration of Pavements |
| 9 | 3 | Unit | Fabrication of Well Cap Cover |
| 10 | 1 | lot | OMECO service connection charges, guaranty deposit, staking sheet and other charges |

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# Section VII. Technical Specifications

**Technical Specifications**

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

|  |  |  |
| --- | --- | --- |
| **Item** | **Specification** | **Statement of Compliance** |
|  | **Please refer to Section VI : Schedule of Requirements for quantity requirements and on the attached separate sheets (Section VII-Technical Specifications) for material technical specifications** |  |

TECHNICAL SPECIFICATIONS

PROJECT : SABLAYAN WATER DISTRICT EXPANSION PROJECT
OWNER : SABLAYAN WATER DISTRICT
LOCATION : BRGY. PAETAN, SABLAYAN, OCC. MINDORO

 : BRGY. SAN NICOLAS, SABLAYAN, OCC. MINDORO

: BRGY. BATONG BUHAY, SABLAYAN, OCC. MINDORO

: BRGY. PIANGA LIGAYA, SABLAYAN, OCC. MINDORO

: BRGY. STO. NIÑO, SABLAYAN, OCC. MINDORO

**PLUMBING & ELECTRO-MECHANICAL WORKS**

**GENERAL**

The General Conditions apply to all work under this Specifications.

**SCOPE OF WORK**

1. Unless otherwise specified, the Contractor shall furnish all materials, tools, equipment, apparatus, appliances, accessories, transportation, labor & supervision required for the complete installation and testing of the Plumbing and Electro-Mechanical System ready for use in accordance with the best practice of the Plumbing Trade for the satisfactory completion of the works:
2. The works essentially shall include, but shall not necessarily be limited to the following items:

 1, Supply and Installation of Submersible pump.

2, Supply and Installation of Galvanize Iron pipe schedule 40 standard to be fitted to submersible pump discharge diameter.

3. Supply and Installation of Production Water Meter.

4. Supply and Installation of panel board, wires, cables and grounding.

5. Excavation, backfilling and compaction in connection with the works shall be included.

6. Supply and Installation of Unplasticized Polyvinyl Chloride pipe with rubber seal.

7. Testing for leakage of all watermains/transmission lines.

8. Securing and payments of all permits, licenses and bonds construction purposes as required.

9. Securing & payments of all contractor’s taxes,E-VAT, etc.

10. Application of electricity connection & payments of Guarantee deposits and other power utility requirements.

**NOTES ON DRAWINGS:**

The Drawings show the general arrangement of all pipings. However, where local &/or actual conditions at the job site necessitate a deviation or rearrangement, the Contractor shall prepare and submit the new arrangement /shop drawing for the Sablayan Water District Engineer’s approval.

**WORKMANSHIP AND COORDINATION:**

All works shall be performed in first class and neat
workmanship by the skilled person in their work shall be
satisfactory to the Sablayan Water District Engineer’s approval.

**PRODUCT**

1. Except as specified, the Contractor shall submit for the Sablayan Water District Engineers’ approval, two (2) copies of complete materials he proposes to use after the award of contract**.**
2. The Contractor shall assume the cost of and the entire
responsibility for any change in the work as shown on contract drawings, which may be occasioned by approval of materials other than those specified.

**PIPES AND FITTINGS SCHEDULE**

A. **Well Riser and Water Production pipe**

 -Galvanized Iron (GI) pipe schedule 40 standard.

B. **Watermains pipe**

-Unplasticized Polyvinyl Chloride (uPVC) pipe with rubber seal class 100 Series 10.

 -Galvanized Iron (GI) pipe schedule 40 standard.

C. **Watermains pipe fittings** - All Watermains pipe fittings

that are buried shall be Push-on type mechanical joint connection. Unless otherwise specified.

1. **Production pipe fittings** - All Production pipe fittings

that are expose shall be flanged type connection. Unless otherwise specified.

1. **Water Meter** - (size indicated on the Plans) shall be as

per approved brand of Sablayan Water District for main meter.

# EXCAVATION, BACKFILLING AND COMPACTING

**EXCAVATION**

1. The CONTRACTOR shall perform excavation as indicated in the plans and standard details in whatever material encountered. All excavations for utility pipes and appurtenances shall be made to such extent that will provide sufficient space to work conveniently around the pipe to be installed.
2. Concrete Pavement Pipe in Road Crossing: CONTRACTOR shall perform Horizontal boring excavation as indicated in the plans, unless otherwise specified.
3. Disposal of Surplus Excavated Suitable Materials: All excavated materials suitable for backfill shall be used and the surplus shall be removed from the site.
4. Drainage and Dewatering: To ensure proper drainage conditions throughout construction, the CONTRACTOR shall provide and maintain devices including spares to intercept, remove promptly and properly dispose of all natural ground water or flood water entering the excavation or trenches. All excavation and trenches shall be kept dewatered until the structures, pipes and appurtenances to be built are completed.

**BACKFILLING and COMPACTION**

1. Preparation of Trench Bottom: The bottom of the trench shall be free of rock, sharp debris or foreign matter that could cause damage to the pipes.
2. Placement of Bedding Material: pipes shall be laid on a well compacted clean sand bed. The bed shall be compacted uniformly to provide even bearing for pipes. Fill equally on both sides of the pipe and periodically compact to maintain equal pressure on the pipe.
3. Backfilling of Trenches: Place the fill material thereon and build it up in successive layers, compacted by tamping, until it has reached the required elevation. Backfilling materials shall be sieved 20mm.

**CONCRETE PAVEMENT RESTORATION**

1. The materials used in the restoration, including the concrete mix design and any reinforcement, should replicate the properties of the original pavement. If unknown, the cement, aggregates, and water-cement ratio must achieve the 3000psi compressive strength.
2. The new concrete should be compatible with the existing pavement structure to ensure a seamless transition between the restored section and the surrounding pavement.

**INSTALLATION – VALVES**

1. Set valves on solid bearing or support per requirements as specified in the drawings.
2. Center and plumb valve box over valve. Set valve box cover flush with finished grade.
3. Valve box cover details as specified in the drawing.

**DISINFECTION OF DRINKING WATER PIPING SYSTEM**

1. Flush potable water system progressively by opening the gate valve and permitting flow to continue from each until water runs clear.
2. Introduce chlorine or a solution of calcium or sodium hypo chlorite, filling lines slowly and applying sterilizing agent at a rate of 50 ppm of chlorine as determined by residual chlorine tests at ends of lines.
3. After sterilizing agent has been applied and left standing for 24 hours, test for residual chlorine at ends of lines.
4. If less than 22 ppm is indicated, repeat sterilizing process.
5. After standing for 24 hours and tests show at least 25 ppm of residual chlorine, flush out system until all traces of chemical used are removed.

**INSTALLATION – PUMPS**

1. Submersible Pump shall be installed in first class and neat workmanship by the skilled person in their work shall be satisfactory to the EP Division Manager’s approval.
2. Submersible power cables shall be properly spliced with appropriate splicing kit and will be tested for resistance test while it’s submerged.
3. Low Water level sensor (electrode) shall be installed at the top of the Submersible pump with the high Water level sensor (electrode) and shall be installed 1.5meters from the top of the submersible pump unless otherwise specified.
4. Pressure transmitter/transducer shall be installed closed to the pressure gauge and its parameters shall be input in the Variable Frequency Drive (VFD).
5. The contractor is required to conduct a pump test at various discharge pressures to assess the efficiency of the submersible pump and complete the pump data sheet.

**ELECTRICAL**

**PANELBOARDS, GENERAL REQUIREMENTS**

1. Enclosures: Cabinets, flush or surface mounted as indicated. NEMA Type 1 enclosure.
2. Bus: Hard drawn copper of 98 percent conductivity.
3. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment ground conductors. Bonded to box.
4. Main and Branch Circuit Breakers: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
5. Doors: In panel front, with concealed hinges. Secure with flush catch and tumbler lock, all keyed alike.

 **INSTALLATION**

1. Mounting Heights: Top of trim 6'-2" above finished floor, except as indicated.
2. Mounting: Plumb and rigid without distortion of box. Mount flush panels uniformly flush with wall finish.
3. Wiring in Panel Gutters: Install/arrange conductors neatly in groups, bundle, and wrap with wire ties after completion.

**CLEANING**

1. Upon completion of installation, inspect interior and exterior of panel boards. Remove paint splatters and other spots, dirt, and debris.

**GROUNDING**

1. Ground non-current-carrying parts of equipment. Where the copper grounding conductor is connected to a metal other than copper, provide specially treated or lined connectors suitable for this purpose.
2. Connections: Make equipment grounding connections for panel boards as indicated.
3. Provide ground continuity to main electrical ground bus indicated.
4. Wiring diagrams detailing schematic diagram including control wiring.

**VIBRATION CONTROL**

1. Vibration isolators shall be used between equipment and foundation and/or building structures to minimize transmitted vibration.

**Construction of Secondary Electrical Cable or Wire Posts**

1. Construction materials shall include concrete mix achieving a minimum compressive strength of 3000 psi, 2" diameter Galvanized Iron Steel Posts Schedule 40, appropriate anchor bolts for securely attaching the posts to the concrete foundation.
2. Ceramic insulators compatible with the 220volt rating of the cables,Insulators must be positioned at specified heights on the steel posts.
3. Installation of posts shall be spaced at intervals not exceeding 100 feet, with a minimum post height of 4.2 meters above the ground.

**-END-**

# Required Forms

**1. Templates**

Templates for the following are provided herewith:
● Bid Form for the Procurement of Goods;
● Price Schedule for Goods Offered from Abroad;
● Price Schedule for Goods Offered from Within the Philippines;
● Bid Securing Declaration; and
● Omnibus Sworn Statement.

Pursuant to Section 5.3 of Government Procurement Policy Board Circular No. 04-2020,1
bidders are highly encouraged to use the templates provided to minimize errors or omissions
in the forms submitted. However, failure to use said templates is not a ground for
disqualification, provided that the form submitted includes all the mandatory provisions
required in the 2016 revised IRR of RA No. 9184 and its associated issuances as identified
in the following section.

**2. Mandatory Provisions of Required Forms**

The Required Forms to be submitted by Bidders shall contain the following:

|  |  |
| --- | --- |
| **Required Forms** | **Mandatory Provisions** |
| a. Bid Form  | i. Bid prices in figures and in words; andii. The Bid price shall include the cost ofall taxes, such as, but not limited to,value added tax, income tax, local taxes,and other fiscal levies and duties whichshall itemized in the bid form andreflected in the price schedule ordetailed estimates. |
| b. Price Schedule  | Prices indicated in the Price Schedule shallbe entered separately in the followingmanner:i. For Goods offered from within the PE’scountry:1. The price of the Goods quoted EXW(ex works, ex factory, ex warehouse, exshowroom, or off-the-shelf, asapplicable);2. The cost of all sales and other taxesalready paid or payable;3. The cost of transportation, insurance,and other costs incidental to delivery ofthe Goods to their final destination; and4. The price of other (incidental)services, if any. |

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|  | ii. For Goods offered from abroad:1. The price of the Goods shall be quotedDelivered Duty Paid with the place ofdestination in the Philippines;2. The price of other (incidental)services, if any; and3. For Services, based on the form whichmay be prescribed by the PE, inaccordance with existing laws, rules andregulations. |

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| c. Bid Securing Declaration  | i. Bidder shall enter into contract with thePE and furnish the required performancesecurity within ten (10) calendar days,from receipt of the Notice of Award; andii. Bidder accepts that:1. It shall be automatically disqualifiedfrom bidding for any procurementcontract with any PE for a period of two(2) years upon receipt of the BlacklistingOrder; and2. It will pay the applicable fine providedunder the Guidelines on the Use of BidSecuring Declaration, within fifteen (15)days from receipt of the written demandby the PE for the commission of actsresulting to the enforcement of the BidSecuring Declaration under the pertinentprovisions of the IRR of RA No. 9184,and its associated issuances. |
| d. Omnibus Sworn Statement  | i. The signatory is the duly authorizedrepresentative of the Bidder, and grantedfull power and authority to do, execute andperform any and all acts necessary toparticipate, submit the bid, and to sign andexecute the ensuing contract accompaniedby relevant notarized document;ii. Bidder is not “blacklisted” or barredfrom bidding by the Government of thePhilippines or any of its agencies, offices,corporations, or local government units,including foreign government/foreign orinternational financing institution whoseblacklisting rules have been recognized bythe GPPB, by itself or by relation,membership, association, affiliation, orcontrolling interest with anotherblacklisted person or entity as defined and |

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|  | provided for in the Uniform Guidelines onBlacklisting.iii. Each of the documents submitted insatisfaction of the bidding requirements isan authentic copy of the original, complete,and all statements and informationprovided therein are true and correct;iv. Bidder authorizes the HoPE or his/herduly authorized representative/s to verifyall the documents submitted;v. Bidder complies with the disclosureprovision under Section 47 of RA No.9184 and its 2016 revised IRR, in relationto other provisions of RA No. 3019;vi. Bidder complies with existing laborlaws and standards;vii. Bidder complies with theresponsibilities of a prospective or eligiblebidder provided in the PBDs;viii. Bidder did not give or pay, directly orindirectly, any commission, amount, fee,or any form of consideration, pecuniary orotherwise, to any person or official,personnel or representative of thegovernment in relation to any ProcurementProject or activity; andix. In case advance payment was made orgiven, failure to perform or deliver any ofthe obligations and undertakings in thecontract shall be sufficient grounds toconstitute criminal liability for Swindling(Estafa) or the commission of fraud withunfaithfulness or abuse of confidencethrough misappropriating or convertingany payment received by a person or entityunder an obligation involving the duty todeliver certain goods or services, to theprejudice of the public and the governmentof the Philippines pursuant to Article 315of Act No. 3815 s. 1930, as amended, orthe Revised Penal Code. |
| e. Other Required Forms on the BidSecurity aside from the Bid SecuringDeclaration f. Performance Securityg. Warranty Security | i. Security is posted in favor of the PE;ii. Amount of the Security, which isdenominated in Philippine pesos, whichshould not be less than the requiredpercentage, as follows: 1. For Bid Security,based on the ABC to be bid; 2. For |

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|  | Performance Security, based on the TotalContract Price; and 3. For WarrantySecurity, based on the required percentageof the Progress Payment or Total ContractPrice;iii. Validity period, which should becorresponding to the timeframe providedin the 2016 revised IRR of RA No. 9184and its associated issuances;iv. Respective obligation or undertakingthat is guaranteed relative to the faithfulperformance of the responsibilities statedin the relevant provisions of the 2016revised IRR; andv. For surety bonds, it shall be callableupon demand issued by a surety orinsurance company duly certified by theInsurance Commission as authorized toissue such security. |
| h. Statement of the Bidder of all itsongoing government and privatecontracts, including contracts awarded but not yet started | i. Names of outstanding contracts withother contracting party, i.e., PE or privatecompany allowed by the rules, contractdate, period and amount or value; andii. For Goods, kinds of Goods and dates ofdelivery. |
| i. Statement of the Bidder’s SLCC similar to the contract to be bid | i. Name of the completed contract withcontract date, period and amount, whichshould correspond to the requiredpercentage of the ABC to be bid. The valueis adjusted to the current prices using thePhilippine Statistics Authority consumerprice indices, when necessary;ii. For Goods, the relevant period ordelivery date when the said SLCC wascompleted; end user’s acceptance orofficial receipt(s) or sales invoice issuedfor the contract, if completed; andiii. Definition or description of the similarproject or major categories of work. |
| j. Owner’s Certificate of Acceptance or CPES rating accompanying the Statement of the Bidder’s SLCC | i. For Owner’s Certificate of Acceptance:1. Name of project owner that issued thecertificate;2. Name of Contractor/Constructor;3. Name of Contract; and |
|  | 4. Contract Durationii. For CPES rating, a final rating of at leastSatisfactory.For contracts with the private sector, anequivalent document shall be submitted. |

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| k. Bidder’s Computation of NFCC orcommitted Line of Credit (CLC) forGoods | i. For NFCC Computation:1.ABC to be bid;2. Amount or value of bidder’s current assets based on Audited Financial Statements (AFS);3. Amount or value of bidder’s currentliabilities based on AFS; and4. Amount or value of all outstanding oruncompleted portions of the projectsunder ongoing contracts, includingawarded contracts yet to be started,coinciding with the contract to be bid.ii. For CLC:1. ABC to be bid;2. Amount, which should be at least equalto ten percent (10%) of the ABC; and3. Name of issuing foreign Universal orCommercial Bank, as confirmed orauthenticated by a local Universal orCommercial Bank. |
| l. Joint Venture Agreement (JVA) orNotarized Statements as to forming JV forGoods | i. If a JVA is already in existence, thecontents shall include the responsibility ofeach of the JV partners or its contributionsto the JV; andii. The contents of the NotarizedStatements from all potential JV partnersshall include that:a. they will enter into and abide by theprovisions of the JVA in the event thatthe bid is successful; andb. failure to enter into JVA in the event ofa contract award shall be a ground for biddisqualification and subsequentforfeiture of the bid security. |
| m. Certification as to reciprocity to foreignbidders for Goods | Foreign bidder claiming eligibility basedon its country’s extension of reciprocal rights to Filipinos shall submit acertification from the relevant governmentoffice of their country stating that Filipinosare allowed to participate in theirgovernment procurement activities for thesame item/product. |

 ***Bid Form for the Procurement of Goods****[shall be submitted with the Bid]*

**BID FORM**

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

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

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including theSupplemental or Bid Bulletin Numbers *[insert numbers]***,** the receipt of which is hereby dulyacknowledged, 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 ofthis Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties],*which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

a. to deliver the goods in accordance with the delivery schedule specified in the

 Schedule of Requirements of the Philippine Bidding Documents (PBDs);

b. to provide a performance security in the form, amounts, and within the times

 prescribed in the PBDs;

 c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding
 upon us at any time before the expiration of that period.

*[Insert this paragraph if Foreign-Assisted Project with the Development Partner*:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of

of agent Currency Commission or gratuity

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

(if none, state “None”)]

Until a formal Contract is prepared and executed, this Bid, together with your written
acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid
you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the
PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as
evidenced by the attached [*state the written authority].*

We acknowledge that failure to sign each and every page of this Bid Form, including the
attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Legal capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Price Schedule for Goods Offered from Abroad***

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

***For Goods Offered From Abroad***

Name of Bidder . Project ID No. . Page of \_\_\_\_\_

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

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Legal capacity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Price Schedule for Goods Offered from Within the Philippines***

*[Shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

**For Goods Offered From Within the Philippines**

Name of Bidder . Project ID No. . Page of \_\_\_\_\_

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
| **Item** | **Description** | **Country of origin** | **Quantity** | **Unit price exw per item** | **Transportation and all other costs incidental to delivery, per item** | **Sales and other taxes payable if contract is awardee, 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES)

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

**BID SECURING DECLARATION**

 **Bid Reference No.**

**To:** *[Name and Address of the Procuring Entity]*

I/We, the undersigned, declare that:

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

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

2. I/We undertake that I/we shall enter into contract with the PE and furnish the required

 performance security within ten (10) calendar days, from receipt of the Notice of Award2.

3. 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.

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

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

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

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

 waiver to avail of said right; and
c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have
 furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory’s legal capacity] Affiant

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

2 Mandatory provision pursuant to GPPB Circular 04-2020 date 16 September 2020

**Contract Agreement Form for the Procurement of Goods (Revised)**

 ***[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]***

**CONTRACT AGREEMENT**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ between [name of
PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and
[name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the
other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services,
particularly [brief description of goods and services] and has accepted a Bid by the Supplier
for the supply of those goods and services in the sum of *[contract price in words and figures
in specified currency]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as
 are respectively assigned to them in the Conditions of Contract referred to.

 ‘2. The following documents as required by the 2016 revised Implementing
 Rules and Regulations of Republic Act No. 9184 shall be deemed to form
 and be read and construed as integral part of this Agreement, *viz.*:

 i. Philippine Bidding Documents (PBDs);

* + 1. Schedule of Requirements;
		2. Technical Specifications;
		3. General and Special Conditions of Contract, and
		4. Supplemental or Bid Bulletin, if any

 ‘ii Winning bidder’s bid, including the Eligibility requirements, Technical and
Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s
bidding envelopes, as annexes, and all other documents submitted (e.g.,
Bidder’s response to request for clarifications on the bid), including
corrections to the bid, if any, resulting from the Procuring Entity’s bid
evaluation;

‘iii. Performance Security

‘iv. Notice of Award of Contract, and the Bidder’s conformed thereto, and

‘v. Other contract documents that may be required by existing laws and/or the
 Procuring Entity concerned in the PBDs. Winning bidder agrees that

 **additional contract documents or information prescribed by the GPPB
 that are subsequently required for submission after the contract
 execution, such as the Notice to Proceed, Variation Orders, and
 Warranty Security, shall likewise form part of the Contract.**

**‘3.** In consideration for the sum of [CONTRACT PRICE IN WORDS AND FIGURES] or such other sums as may be ascertained, [Named of the Supplier] agrees to [state the object of the contract] in accordance with
 his/her/its Bid.

**‘4.** The Entity agrees to pay the above-mentioned sum in accordance with the
 terms of the Bidding.

5. **Liquidated Damages**. The Supplier shall pay liquidated damages if it failsto satisfactorily deliver any or all of the goods and/or to perform theservices to the Entity within the period specified in the bidding documentsinclusive of duly granted time extension, and for reasons or causesattributable to the Supplier. The applicable liquidated damage is equivalentto one-tenth (1/10) of one percent (1%) of the cost of the unperformedportion for every day of delay until such goods and services are finallydelivered to and accepted by the Entity. In case the total sum of liquidateddamages reaches ten percent (10%) of the total contract price, the Entitymay rescind the contract and impose appropriate sanctions over and abovethe liquidated damages to be paid.

**6.** **Execution in Counterparts**. This Contract Agreement may be executed bythe Parties on separate counterparts, each of which when so executed anddelivered shall be an original, but all of which shall together constitute oneand the same instrument.

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

*[Insert Name and Signature] [Insert Name and Signature]*

*[Insert Signatory’s Legal Capacity] [Insert Signatory’s Legal Capacity]*

*for: for:*

*[Insert Procuring Entity] [Insert Procuring Entity]*

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

**Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_\_ ) S.S.

AFFIDAVIT

I*, [Name of Affiant*], of legal age, [Civil Status], [Nationality], and residing at [Address of
Affiant], after having been duly sworn in accordance with law, do hereby depose and state
that:

1*..[Select one, delete the other:]*

[If a sole proprietorship:]I am the sole proprietor or authorized representative of [Name ofBidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture**:]** I am the duly authorized anddesignated 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 allacts necessary to participate, submit the bid, and to sign and execute the ensuing contractfor [Name of the Project] of the [Name of the Procuring Entity], as shown in the attachedduly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture**:]** I am granted full power andauthority to do, execute and perform any and all acts necessary to participate, submit thebid, and to sign and execute the ensuing contract for [Name of the Project] of the [Nameof the Procuring Entity], as shown in the attached [state title of attached document showingproof of authorization (e.g., duly notarized Secretary’s Certificate, Board/PartnershipResolution, 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 blacklistedperson or entity as defined and provided for in the Uniform Guidelines onBlacklisting;

‘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 theProcuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or
the end-user unit, and the project consultants by consanguinity or affinity up to the third
civil degree;

*[If a partnership or cooperative:]* None of the officers and members of *[Name of Bidder*] is
related to the Head of the Procuring Entity, members of the Bids and Awards Committee
(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project
Management Office or the end-user unit, and the project consultants by consanguinity or
affinity up to the third civil degree;

*[If a corporation or joint venture:]* None of the officers, directors, and controlling
stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members
of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC
Secretariat, the head of the Project Management Office or the end-user unit, and the
project consultants by consanguinity or affinity up to the third civil degree;

‘7. [Name of Bidder] complies with existing labor laws and standards; and

*‘8. [Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in
 compliance with the Philippine Bidding Documents, which includes:

‘a. Carefully examining all of the Bidding Documents;

 b. Acknowledging all conditions, local or otherwise, affecting the implementation of the
 Contract;

c. Making an estimate of the facilities available and needed for the contract to be bid, if
 any;and
d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the**Project]****.***

9***.*** *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or
 any form of consideration, pecuniary or otherwise, to any person or official, personnel or
 representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the
 obligations and undertakings in the contract shall be sufficient grounds to
 constitute criminal liability for Swindling (Estafa) or the commission of fraud with
 unfaithfulness or abuse of confidence through misappropriating or converting any
 payment received by a person or entity under an obligation involving the duty to
 deliver certain goods or services, to the prejudice of the public and the government
 of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or
 the Revised Penal Code.**

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
 REPRESENTATIVE]*

 *[Insert signatory’s legal capacity*]

 Affiant

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

# Section VIII. Checklist of Eligibility, Technical and Financial Documents

|  |
| --- |
| **Notes on the Checklist of Eligibility and Financial Documents**The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following: 1. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
2. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall check the submitted documents of each Bidder against this checklist using anon-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall berated “passed” for that particular requirement. Bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate Envelope No. 1 as “passed”. (Rule IX, Section 30.1) **GENERAL INSTRUCTIONS ON SUBMISSION OF BIDS**BIDDERS SHALL SUBMIT ONE (1) ORIGINAL AND TWO (2) COPIES OF ENVELOPE NO. 1 CONTAINING THE ELIGIBILITY DOCUMENTS: LEGAL, TECHNICAL AND FINANCIAL & ENVELOPE NO. 2, CONTAINING THE FINANCIAL BID PROPOSAL. |

**Checklist of Eligibility and Financial Documents**

|  |
| --- |
| 1. **TECHNICIAL COMPONENT ENVELOPE**
 |
| ***Class “A” Documents*** |
| *Legal Documents* |
| ⬜ | * + - 1. Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **in accordance with Section 8.5.2 of the IRR**;
 |
| *Technical Documents* |
| ⬜ | * + - 1. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
 |
| ⬜ | 1. Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
 |
| ⬜ | 1. Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issu
2. ed by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
 |
| ⬜ | 1. Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
 |
| ⬜ | 1. Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.
 |
| *Financial Documents* |
| ⬜ | 1. The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC)  **or A** committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
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| ***Class “B” Documents*** |
| ⬜ | 1. If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.
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| 1. **FINANCIAL COMPONENT ENVELOPE**
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| ⬜ | 1. Original of duly signed and accomplished Financial Bid Form; **and**
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| ⬜ | 1. Original of duly signed and accomplished Price Schedule(s).
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| *Other documentary requirements under RA No. 9184 (as applicable)* |
| ⬜ | 1. *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
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| ⬜ | 1. Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
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 Prepared by: Checked by:

**MARICEL C. COSME** **ENGR. GEFFORD BRAYAN C. TEMENIA**

 BAC Secretariat BAC Chairperson

Noted by:

**ENGR. JUEL C. CALABIO**

General Manager





1. 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. [↑](#footnote-ref-1)