

PHILIPPINE BIDDING DOCUMENTS

Government of the Republic of the Philippines



DESIGN, SUPPLY AND CONSTRUCTION OF ONE (1) 150 CUBIC METER GROUND STEEL BOLTED WATER TANK WITH LINER INCLUDING CIRCULAR RING BEAM AND ACCESSORIES

BGRY. SINASAJAN, PEÑARANDA, NUEVA ECIJA

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

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 – BangkoSentral ng Pilipinas.

CDA – Cooperative Development Authority.

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])

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.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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]).

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.

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.

PCAB – Philippine Contractors Accreditation Board.

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.

UN – United Nations.



Republic of the Philippines
PEÑARANDA WATER DISTRICT
Gomez St. Poblacion 2, Peñaranda, Nueva Ecija
Telefax No. (044) 940-4049 / 940-0971
Email Add. pwd1987@yahoo.com.ph

Invitation to Bid for the Design, Supply and Construction of One (1) 150 Cubic Meter Ground Steel Bolted Water Tank with Liner Including Circular Ring Beam and Accessories

1. The Peñaranda Water District, through its Corporate Budget Approved by the Board of Directors for Calendar Year 2021 intends to apply the sum of **Two Million Two Hundred Fifty Thousand Pesos (Php 2,250,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Design, Supply and Construction of One (1) 150 Cubic Meter Ground Steel Bolted Water Tank with Liner Including Circular Ring Beam and Accessories**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Peñaranda Water District now invites bids for the above Procurement Project. Completion of the Works is required within **Forty-Five (45) calendar days** from the date of receipt of the Notice to Proceed. Bidders should have completed at least three contracts similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Prospective Bidders should possess a valid PCAB License applicable to the contract which shall be: Medium B Category for Reservoir Tank.
4. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
5. Interested bidders may obtain further information from Peñaranda Water District Bids and Awards Committee (BAC) and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
6. A complete set of Bidding Documents may be acquired by interested bidders on **January 23, 2021 to February 15, 2021 from 8:00 A.M. to 5:00 P.M. and February 16, 2021 from 8:00 A.M. to 12NN except non-working days or holidays** from Peñaranda Water District administration building and upon payment of the applicable fee for the Bidding Documents at Peñaranda Water District, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (₱ 5,000.00)**, which is non-refundable. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

7. The Peñaranda Water District will hold a Pre-Bid Conference¹ on **February 01, 2021, Wednesday**, 10:00 a.m. at the Peñaranda Water District administration building and/or through videoconferencing/ webcasting via zoom meeting application, which shall be open to prospective bidders.
8. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below or by online or electronic submission as indicated below on or before **February 16, 2021, 12nn**. Late bids shall not be accepted.
9. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
10. Bid opening shall be on **February 16, 2021, 2:00 p.m.** at the given address below and/or through zoom meeting application. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
11. In case any of the above dates is declared non-working holiday, it will be automatically reset on the preceding working day.
12. The Peñaranda Water District reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

*Bids and Awards Committee
Peñaranda Water District
Gomez St., Poblacion II, Penaranda, Nueva Ecija
Telephone No. (044-940-4049)
E-mail address: pwd1987@yahoo.com.ph*

14. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.com.ph
For online bid submission: pwd1987@yahoo.com.ph

AVELINO G. ABELLO
Peñaranda Water District BAC Chairman

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

Section II. Instructions to Bidders

1. Scope of Bid

The Peñaranda Water District invites bids for the **Design, Supply and Construction of One (1) 150 Cubic Meter Ground Steel Bolted Water Tank with Liner Including Circular Ring Beam and Accessories.**

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VIII (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for Calendar Year 2021 in the amount of **Two Million Two Hundred Fifty Thousand Pesos (Php 2,250,000.00).**

- a. The source of funding is the Corporate Budget Approved by the Board of Directors for Calendar Year 2021.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual 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 invitation to bid 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 inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated 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.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
The Procuring Entity has prescribed that:
 - a. Subcontracting is not allowed.
- 7.1. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.2. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address at Peñaranda Water District administration building at Gomez St., Poblacion II, Peñaranda, Nueva Ecija and/or through videoconferencing/webcasting as indicated in paragraph 7 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. 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. 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.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

- 14.1. 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.

a. *Payment of the contract price shall be made in: **Philippine Pesos**.*

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar days** from receipt of bids. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. 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 to the given website 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.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 8 of the **IB**.

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

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

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause											
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Medium B Category for Reservoir Tank as per R.A. 9184 provisions and/or equivalent to at least fifty percent (50%) of the ABC										
7.1	Subcontracting is not allowed.										
8	The prospective bidder must provide sample of Sheet Wall, PVC Liner and Roof Sheet (0.5 x 0.5 m) during pre-bid conference.										
10.3	No further instructions.										
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <p>Minimum of ten (10) years which must be indicated in the Sustaining Technical Experience</p> <p>MINIMUM CONTRACTOR'S TEAM COMPOSITION/MANPOWER NETWORK:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding-left: 20px;">Project Engineer</td> <td style="text-align: right; padding-left: 20px;">1</td> </tr> <tr> <td style="padding-left: 20px;">Foreman</td> <td style="text-align: right; padding-left: 20px;">1</td> </tr> <tr> <td style="padding-left: 20px;">Skilled Worker</td> <td style="text-align: right; padding-left: 20px;">2</td> </tr> <tr> <td style="padding-left: 20px;">Laborer-Local Hire</td> <td style="text-align: right; padding-left: 20px;">1</td> </tr> <tr> <td style="padding-left: 20px;">Driver</td> <td style="text-align: right; padding-left: 20px;">1</td> </tr> </table>	Project Engineer	1	Foreman	1	Skilled Worker	2	Laborer-Local Hire	1	Driver	1
Project Engineer	1										
Foreman	1										
Skilled Worker	2										
Laborer-Local Hire	1										
Driver	1										
10.5	<p>The minimum major equipment requirements are the following:</p> <p>Welding Machine-1 Back -Hoe-1 Truck-1 Joist-1 One Bagger Concrete Mixer-1 Concrete Vibrator-1 Dewatering Pump-1 Compactor-1</p>										
11	<p>This shall include all of the following documents:</p> <p>1) Bid prices in the Bill of Quantities; 2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; 3) Cash Flow by quarter or payment schedule; 4) Construction Schedule PERT/CPM</p>										
12	No further instructions.										
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p style="padding-left: 20px;">a. The amount of not less than two percent 2% of the ABC, if bid</p>										

	<p>security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <i>five percent (5%) of ABC</i> if bid security is in Surety Bond.</p>
19.2	N/A
20	None
21	Additional contract documents are required such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.4 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award 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.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	No further instructions.
4.1	Full Delivery of site after the delivery of the Notice to Proceed to the Contractor.
6	The site investigation reports are: No further instructions
7.2	Fifteen (15) years.
10	a. Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>seven (7)</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1% of the ABC.
13	The amount of the advance payment shall not exceed 15% of the total contract price and schedule of payment].
15.1	The date by which operating and maintenance manuals are required is <i>ten (10) days after the delivery of Notice of Award.</i> The date by which "as built" drawings are required is ten (10) days after delivery of completion.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is three (3)% of the contract price.

Section VI. Bill of Quantities

BILL OF QUANTITIES

Project: DESIGN, SUPPLY AND CONSTRUCTION OF ONE (1) 150 CUBIC METER GROUND STEEL BOLTED WATER TANK WITH LINER INCLUDING CIRCULAR RING BEAM AND ACCESSORIES

Location: Brgy. Sinsajan, Peñaranda, Nueva Ecija

Owner: Peñaranda Water District

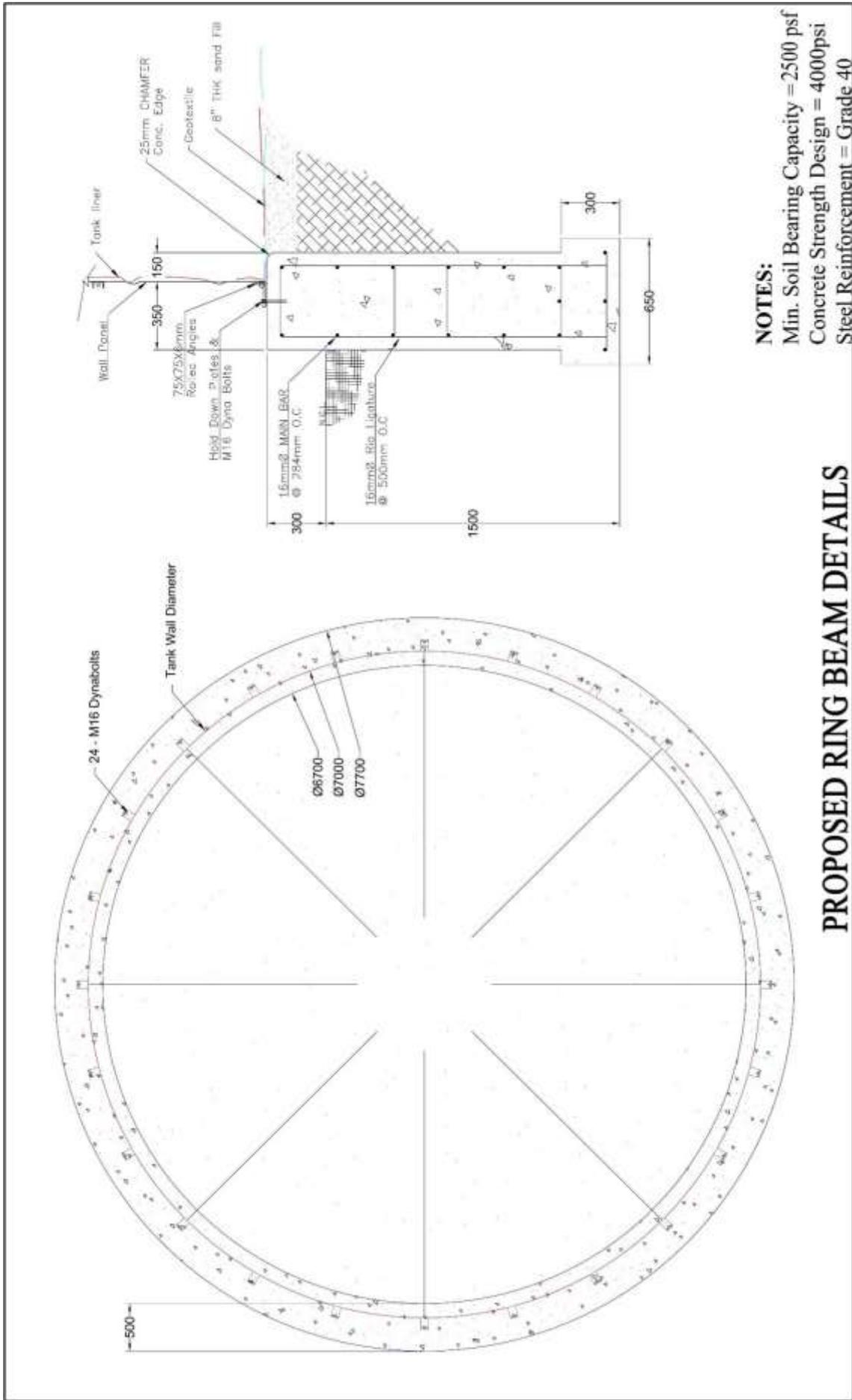
Item No.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
I	GENERAL REQUIREMENTS				
	Mobilization	1	lot		
	Temporary Facilities and Site Preparation	1	lot		
	Scaffolding Rentals	1	lot		
	Safety Requirements	1	lot		
II	CONCRETE FOUNDATION				
	Lay-out and Staking	1	lot		
	Clearing and Grubbing	1	lot		
	Excavation	16	cu.m.		
	Concrete Works	18	cu.m.		
	Steel Works	1,100	kg.		
	Form Works	32	bd.ft.		
	Backfilling and Compaction	22	cu.m.		
	Sand Bedding	14	cu.m.		
III	FABRICATION AND SUPPLY 150 CU.M. STEEL BOLTED TANK WITH LINER				
	Supply and Installation of Wall Panels	1	lot		
	Supply and Installation of Trusses and Roof Sheets	1	lot		
	Supply and Installation of Internal Liner	1	lot		

Item No.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
IV	SUPPLY AND INSTALLATION OF ACCESSORIES				
	Supply and Installation of Internal and External Ladder	1	lot		
	Supply and Installation of Level Indicator	1	lot		
	Supply and Installation of Roof Ventilation, Sliding Access Hatch, Edge Plashing	1	lot		
	Supply and Installation of bolts, nuts, washers and push caps, and anchor bolts	1	lot		
	Supply and Installation of Pipe stub-out with flange and Pipe Bracket a. 1-unit 150mm diameter for inlet b. 1-unit 150mm diameter for outlet c. 1-unit 100mm diameter for overflow d. 1-unit 100 mm diameter for drain	1	lot		
V	HYDROTESTING, LEAK TESTING AND DISINFECTION	1	lot		
VI	TANK MARKINGS				
	One (1) sheet for Peñaranda Water District prescribed LOGO and capacity in cubic meter.	1	lot		
VII	DEMOBILIZATION AND SITE CLEARING	1	lot		
				TOTAL AMOUNT	
AMOUNT IN WORDS:					

Notes on the Bill of Quantities:

1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

Section VII. Drawings



Section VIII. Technical Specifications

TECHNICAL SPECIFICATIONS FOR STEEL BOLTED TANK WITH PVC LINER CONSTRUCTION

I. General

1.01 Summary

This section covers all work related to the construction and erection of steel bolted water tank with all accessories, materials and work required to deliver as specified in the bill of quantities, drawings and other contract documents. The steel bolted tank shall be built utilizing powder coated steel sheets at least 1.15 minimum thickness bolted with 12.7mm galvanized bolts with washer under the nut. The floor shall contain compacted base course material and 20 cm of sand. The tank shall be lined with heavy duty PVC liner of thickness 0.55mm or more with suitable protection layer and the cover shall be geosynthetic fiber with 90% shading. In addition to that, reinforced concrete ring beam shall be placed around the circumference of the tank. Work shall include all materials and labor required to complete the job as described in the specifications, contract drawings and bill of quantities. The work shall need constructing one (1) 150 cubic meter water tank in Sinasajan Pumping Station No. 2.

1.02 Quality Assurance

- A. The Contractor shall offer a new tank structure as supplied from manufacturer specializing in the design, fabrication and erection of factory coated steel sheets, bolt together tank system. The manufacturer should have successfully implemented similar work for at least ten (10) years.
- B. The Contractor shall have the experience and knowledge necessary to furnish and erect the highest quality of tank possible. Under no circumstances shall an inexperienced contractor be awarded the project. The contractor shall be fully responsible for the entire installation including excavation, appurtenances, and the final product. Contractor

shall prove that they have successfully implemented similar work specified in this section in at least three other projects.

1.03 *Submittal Drawings*

Water Tank:

- A. Provide shop drawings with structural designs approved and certified by the factory supply steel panels. Details of fabrications and erection of the tank and its inlets and outlets, sources testing reports of material, base coarse, concrete and sand.
- B. Construction shall be governed by the drawings and specifications showing general dimensions and construction details, after written approval by the Engineer of detailed erection drawings prepared by the contractor.
- C. PVC Liner: Samples of PVC liner fabrics and certificate from the manufacturer that the PVC fabrics supplied satisfies those specifications including thickness and other characteristics. Testing of certified laboratory shall be at the responsibility of the contractor.
- D. Steel Panels: Sources and certificate of origin and testing for steel panels and their coating shall be submitted for approval before installation.

1.04 *Warranty*

- A. The contractor shall warrant the water tank and its durability against defects in workmanship and materials including shell, liner and cover for at least ten (10) years.
- B. The tank manufacturer shall warrant that the water storage tank shall be free from any defect in material and workmanship, under normal and proper use, maintenance and operation for at least ten (10) years after the water is first introduced into the tank.
- C. The manufacturer of the PVC liner and cover shall warrant their durability for such application for at least ten (10) years after water is first introduced to the tank and under normal and proper use.

1.05 *References*

- ISO/AS/NZS/AWWA/ANSI
- National Structural Code of the Philippines

II. DESIGN PARAMETERS

General Information:

Job Location:	Sinasajan Pumping Station No. 2, Peñaranda Water District
Product to be stored:	Potable Water
Specific Gravity / ph:	1.0/6.5 to 8.5
Temperature (Celsius):	Ambient
Minimum Capacity:	One (1) 150 cu.m
Diameter:	7.0 meters
Minimum Height:	4.24 meters
Minimum Freeboard:	350 mm
Deck Live Load:	15 psf
Wind Speed-when completely erected:	250 kph
Seismic Zone:	4
Line Color:	preferably gray
Construction Period:	45 calendar days

1.1 *Shell /Wall Sheet Panel:*

- a. Construction shall be bolted and sealed panel with push-caps for additional corrosion protection outside the tank.

- b. Coating shall be Factory Powder Coated designed for outdoor use.
- c. Materials shall be Rib-type, minimum thickness of 1.15 mm non-corrugated high tensile steel sheets, must be Zinalume or approved equal and shall conform to hot-rolled quality with minimum yield strength of 70,000 psi. The distance between the crest of the ribs should be at least 350 mm.

1.2 *Tank Liner*

- a. Minimum 0.55 mm thick food grade liner with liner clips, the material should either be PE or PVC and preferably green in color.
 - b. Should be food grade Liner for potable water certified and passed any internationally accepted standard such as but not limited to AWWA / ANSI / ISO / A S / NZS

1.3 *Tank Roof*

- a. Roof shall be Corrugated Steel sheet with minimum thickness of 1.0 mm.
- b. Coating shall be Zinalume or approved equal with similar shade as the tank wall, Factory Coated.

1.4 *Roof Truss:*

- a. Steel materials fabricated to fit tank configuration, should be Hot Dipped Galvanized Iron Coated.

1.5 *Internal/External ladder*

- a. Steel materials, fabricated to fit tank configuration should be Hot Dipped Galvanized Iron Coated

1.6 *Level Indicators:*

- a. Water Level Indicator (mechanical type): The level indicator shall be internally float operated with an exterior gauge board as shown in the drawings.

1.7 *Appurtenances:*

- a. Roof ventilation shall be Vermin Proof Turbo Vent with Extractor Fan (45 kl upwards)
- b. Removable mosquito-proof leaf strainer with protective steel strainer box to match tank color.
- c. Sliding access hatch filled to the roof.
- d. Edge flashing to roof sheeting for safety and to provide a neat finish and appearance.

1.8 *Materials — Bolts:*

- a. Galvanized bolts, nuts, and washers used in tank joints shall be minimum 12.7 mm (1/2 inch) diameter and shall meet the minimum requirement of API Specification 12B, except that bolt heads and nuts may be other than square at the option of the tank manufacturer.
- b. push caps shall be used for additional corrosion protection outside the tank.
- c. Other bolts shall meet or exceed ASTM A307 for anchor bolts and A325 for connection bolts.

1.9 *Pipe Stub-out Connection with Flange and Pipe Brackets:*

- a. 1-unit 150mm diameter for inlet
- b. 1-unit 150mm diameter for outlet
- c. 1-unit 100mm diameter for overflow
- d. 1-unit 100 mm diameter for drain

2.0 *Tank Markings*

One Sheet for Peñaranda Water District prescribed LOGO and capacity in cubic meter

REFERENCES:

- ISO/ AS/ NZS
- National Structural Code of the Philippines

TANK FOUNDATION:

- Concrete Ring wall suitable for assumed minimum soil bearing of 2500 psf.
- Sand Cushion between existing or in-placed soil and Internal Tank Liner
- All labor, materials and equipment required for the construction of Tank Foundation shall be in the account of the Contractor/Supplier.
- Concrete Strength Design= 4000 psi
- Steel Reinforcement= Grade 40

III. EXECUTION

1. Foundation Preparation: The contractor shall excavate and remove at least the top 150 cm agricultural soil layer including existing base coarse backfill, excavate to reach a level surface and then place engineering backfill or rock fill, compact and smooth the backfill to produce a subgrade suitable for erection of the tank. The sub grade shall be rolled and compacted 95% of the dry bulk density. Final grade shall be zero slope in all directions and at the elevation of the highest point of the ground surface under the tank.
2. As shown in the drawing, the amount of the base coarse material shall be placed, rolled and compacted 98% of the dry bulk density. The final surface of compacted layer shall be level and extends for the dimensions and depths shown on the drawings.
3. A layer of construction sand shall be placed for a depth of 20cm over the base coarse and to the extents shown on the drawings.
4. The Contractor shall construct a ring beam with the reinforcement and concrete as shown in the drawings. Concrete ring wall shall be based a minimum of 2500 psf soil bearing capacity.

5. The first row of powder coated steel sheets panel shall be erected and shall be place in perfect level cylindrical shell. The installation of one row of panels is to make sure that the top of the tank will be level without any inclination of the sides. The contractor is to perform level measurements and adjust the panels so that their top side form a level perimeter.
6. The sides of the powder coated steel tank shall be erected in accordance with the procedures outlined by the manufacturer and performed by an authorized erector of the tank manufacturer, regularly engaged in the erection of this tank, using factory trained and certified personnel. Particular care shall be taken in handling and bolting of the tank panels and members to avoid abrasion of the coating system. Prior to a liquid test and the placement of the PVC liner, the Engineer shall visually inspect all surface areas and approves the continuation of construction.
7. The PVC liner shall be placed and fasten to tank sides in accordance to manufacturer recommendations and an installation layer shall be placed between liner and steel tank recommended by manufacturer.
8. Field Hydrostatic Testing
 - 8.1 Leak Test
 - 8.1.1 Following completion of erection and cleaning of the tank, the structure shall be tested for liquid tightness by filling to its overflow elevation for 24 hours period.
 - 8.1.2 Any leaks disclosed by this testing shall be corrected by the erector in accordance with the manufacturer recommendations.
 - 8.1.3 Water required for testing shall be borne by the contractor upon completion of tank erection. Disposal of water shall be the responsibility of the End-user.
 - 8.1.4 Labor and equipment necessary for tank testing shall be included in the price of the tank. Upon satisfactory completion of the 24 hour hydraulic leak test, the End-user shall sign the Manufacturer Certificate of Satisfaction issued by the Authorized Distributor.
9. Disinfecting

The tank shall be disinfected for use by chlorination in accordance with Method 3 of ANSI/AWWA C-562-92 (Re: Disinfection of Water Storage Facilities).

10. Inspection and Maintenance

10.1 Inspection and Maintenance should be in accordance with the Manufacturer's Inspection and Maintenance Manual.

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) 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 document;
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (g) Philippine Contractors Accreditation Board (PCAB) License;
or
Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**
- (i) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (j) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of

Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

FINANCIAL DOCUMENTS

- (k) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (l) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (m) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (n) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (o) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (p) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (q) Cash Flow by Quarter.

SECTION X. BIDDING FORMS

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. 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 and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due

performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines² for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, 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: _____

² currently based on GPPB Resolution No. 09-2020

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we

have furnished the performance security and signed the Contract.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:

- a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or

- b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

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

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules

have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Contract Agreement Form for the Procurement of Infrastructure Projects (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 this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[contract price in words and figures in specified currency]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

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 hereinafter 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 part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;

 - b. 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;

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

ANNEX A. REQUEST FOR QUOTATION



PEÑARANDA WATER DISTRICT

Gomez St. Poblacion II, Peñaranda, Nueva Ecija
 Telefax No. (044) 940-4049/940-0971
 Email Add. pwd1987@yahoo.com.ph

PeñWD-PF #001-18

PURCHASE REQUEST

Department / <u>Engineering</u>		PR. No.: <u>21-01-011</u>			
Section _____		Date: <u>January 21, 2021</u>			
Stock No.	Unit	Item Description	Quantity	Estimated Cost	Estimated Total Cost
	lot	DESIGN, SUPPLY AND CONSTRUCTION OF ONE (1) STEEL BOLTED TANK WITH PVC LINER WITH A MINIMUM CAPACITY OF 150 CUBIC METER INCLUDING CIRCULAR RING BEAM AND OTHER ACCESSORIES	1	2,250,000.00	2,250,000.00
		I. TANK SPECIFICATIONS:			
		1.1 Tank Design:			
		1. Tank must be designed for a specific gravity of SG 1.0 suitable for seismic zone 4 and a minimum wind speed of 250kph.			
		2. The tank structure should have a minimum design life of 30 years in accordance of the requirement of ISO15686 Part1,2 & 3 and incorporate the relevant international design standards.			
		3. The tank materials design fabrication and creation of the tank shall conform to the Design as per AWWA Standards.			
		1.2 Tank Shell/wall Panel:			
		1. The construction shall be bolted and sealed panel with push-caps for additional corrosion protection outside the tank.			
		2. Coating shall be Factory powder coated.			
		3. Materials shall be Rib-Type, minimum thickness of 1.15mm non-corrugated high tensile steel sheets, must be Zinalume or approved equal & shall conform to hot-rolled quality w/ minimum yield strength of 70,000 psi.			
		4. Distance between the crest of the ribs should be at least 350mm.			
		1.3 Tank Details:			
		Nominal Diameter : 7.0 meters			
		Minimum Height : 4.24 meters			
		Tank Net Capacity : 150cu.m.			
		Finished Floor Elevation : 300mm			
		PH Range : 6.5 to 8.5			
		1.4 Tank Accessories:			
		Access Hatch : must be sliding fitted to the roof			
		External/Internal Ladder : steel materials, fabricated to fit tank configuration, hot dipped galvanized iron coated			

