



REPUBLIC OF THE PHILIPPINES

CARMONA WATER DISTRICT

(LWUA CCC No. 561)

ISO CERTIFICATE No. 80132/A/0001/UK/En

Blk. 8, Lot 8, Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite

Tel No. (046) 430-0832 loc. 101-112, Fax No. (046) 430-1705

Email Add : carmonawd@yahoo.com

Invitation to Bid

Supply and Delivery of Labor, Tools, Equipment
and Materials for the Construction of One (1) Unit
Steel Bolted Ground Water Tank and its Facilities

BIDDING DOCUMENTS

CWD-ENG-BID-2020-003

December 2020

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Section I. Invitation to Bid

Invitation to Bid for the Supply and Delivery of Labor, Tools, Equipment and Materials for the Construction of One (1) unit Steel Bolted Ground Water Tank and its Facilities

1. Carmona Water District, through the Corporate Budget Approved by the Board for FY 2020 intends to apply the sum of **Three Million Five Hundred Fifty Thousand Pesos & 00/100 (PHP 3,550,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **CWD-ENG-BID-2020-003 - Supply and Delivery of Labor, Tools, Equipment and Materials for the Construction of One (1) unit Steel Bolted Ground Water Tank and its Facilities** Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. Carmona Water District now invites bids for the above Procurement Project. Completion of the Works is required **One Hundred Fifty (150) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders)
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184).

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

4. Interested bidders may obtain further information from Carmona Water District and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m. except holidays.
5. A complete set of Bidding Documents may be acquired by interested bidders on **February 11 to March 2, 2021** from the address below and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos & 00/100 (Php5,000.00).

A. Carmona Water District
B8 L8 Joy St. Cityland Subdivision
Mabuhay, Carmona, Cavite 4116
Website: carmonawd.gov.ph

B. PhilGEPS website

Carmona Water District shall allow the bidder to present its proof of payment for the fees through emailing a copy of the official receipt at support@carmonawd.gov.ph or procurement@carmonawd.gov.ph or presentation of the official receipt in person.

6. The Carmona Water District will hold a Pre-Bid Conference on **February 18, 2021 @ 2:00 p.m.** at Block 8, Lot 8, Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **March 2, 2021 @ 2:00 p.m.** Late bids shall not be accepted.

Carmona Water District
B8 L8 Joy St. Cityland Subdivision
Mabuhay, Carmona, Cavite 4116

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15.**
9. Bid opening shall be on **March 2, 2021 @ 2:00 p.m.** at Carmona Water District Office, Block 8, Lot 8, Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Carmona 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.
11. For further information, please refer to:

ERICK JEFFEN O. ESTRELLA
BAC Secretariat
Bids and Awards Committee
Carmona Water District
B8 L8 Joy St. Cityland Subdivision
Mabuhay, Carmona, Cavite 4116
Tel. No. (046) 430-0832, Fax No. (046) 430-1705
support@carmonawd.gov.ph
procurement@carmonawd.gov.ph

MS. ROCELISA G. MAULANIN
BAC Chairman

Section II. Instructions to Bidders

1. Scope of Bids

- 1.1 Carmona Water District invites bids for the **Supply and Delivery of Labor, Tools, Equipment and Materials for the Construction of One (1) unit Steel Bolted Ground Water Tank and its Facilities** with Project Identification Number **CWD-BID-ENG-2020-003**.
- 1.2 The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

- 2.1 The GOP through the proposed Corporate Operating Budget for FY 2020 in the amount of **Three Million Five Hundred Fifty Thousand Pesos & 00/100 (PHP 3,550,000.00)**.

3. Bidding Requirements

- 3.1 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.
- 3.2 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.
- 3.3 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

- 4.1 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.
- 5.3 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.
- 5.4 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.
- 5.5 The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Goods and Services

- 6.1 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.

8. Pre-Bid Conference

- 8.1 The Procuring Entity will hold a pre-bid conference for this Project on **February 18, 2021 @ 2:00 p.m. at Block 8, Lot 8, Joy St., Cityland Subdivision, Brgy. Mabuhay, Carmona, Cavite**, and/or through videoconferencing/webcasting if applicable, as indicated in paragraph 6 of the IB.

9. Clarification and Amendment of Bidding Documents

- 9.1 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.

10.1.1 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.

10.1.2 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.

10.1.3 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.

10.1.4 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.

10.1.5 Preliminary Conceptual Design Plans in accordance with the degree of details specified by the procuring entity (refer to Bid Data Sheet)

10.1.6 Design and Construction Methods (in narrative form)

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

- 12.1 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

- 13.1 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 tradable 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.
- 14.2 Payment of the 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 until 120 days from opening 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

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

- 16.2 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.
- 16.3 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

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

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.
- 18.2 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.

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

- 20.1 Within a non-extendible period of five (5) calendar days from receipt by the

Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the BDS.

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause											
5.3	For this purpose, similar contracts shall refer to contracts which have the same major categories of work as Ground Water Tank Construction Projects										
10.1.3	<p>The key personnel must meet the required minimum years of experience in Water Facilities Infrastructures set below:</p> <table> <thead> <tr> <th>Key Personnel</th><th>Relevant Experience</th></tr> </thead> <tbody> <tr> <td>Project Manager</td><td>3 years</td></tr> <tr> <td>Project Engineer</td><td>3 years</td></tr> <tr> <td>Foreman</td><td>3 years</td></tr> <tr> <td>Safety Officer</td><td>3 years</td></tr> </tbody> </table>	Key Personnel	Relevant Experience	Project Manager	3 years	Project Engineer	3 years	Foreman	3 years	Safety Officer	3 years
Key Personnel	Relevant Experience										
Project Manager	3 years										
Project Engineer	3 years										
Foreman	3 years										
Safety Officer	3 years										
10.1.4	<p>The minimum major equipment requirements are the following:</p> <ul style="list-style-type: none"> • Boom Truck Crane • Portable Generator • Welding Machine 										
	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ul style="list-style-type: none"> • The amount of not less than Seventy One Thousand Pesos and 00/100 (Php71,000.00) (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; • The amount of not less than One Hundred Seventy Seven Thousand Five Hundred Pesos and 00/100 (Php177,500.00) (5% of ABC), if bid security is in Surety Bond. 										
16.2	Bidders shall submit one (1) electronic copy of the bid documents (scanned) in a USB sealed in an envelope.										
19.2	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.										
	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p><i>Note: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>										

Section IV. General Conditions of Contract

1. Scope of Contract

- 1.1 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.
- 1.2 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

- 2.1 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

- 3.1 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.
- 3.2 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

- 4.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with ITB Clause 10.3 and specified in the BDS, to carry out the supervision of the Works.

- 4.2 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

- 6.1 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

- 8.1 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.
- 8.2 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

- 4.1 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

- 10.1 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

- 12.1 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

- 13.1 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

- 14.1 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

GCC Clause	
1.1	<p>The Intended Completion Date is within one hundred fifty (150) calendar days which will commence within seven calendar days from receipt of the Notice to Proceed.</p> <p>The Works shall be those that are stated in Section VI. Technical Specifications.</p> <p>The contractor shall be responsible for obtaining all necessary information as to risks, contingencies and other circumstances which may affect the works and shall prepare and submit all necessary documents specified by the Carmona Water District to meet all regulatory approvals as specified in the contract documents.</p>
3.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor after a pre-construction meeting between authorized representatives of the Procuring Entity and the Contractor.
6.1	<p>The Contractor shall employ the following Key Personnel:</p> <p>Design and Construction:</p> <ol style="list-style-type: none"> 1) Project Manager 2) Project Engineer 3) Foreman 4) Safety Officer
7.2	Warranty: Two (2) years
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the detailed Program of Work to the Procuring Entity's Representative within fifteen (15) calendar days of delivery of the Notice of Award for approval by the Carmona Water District that shall include, among others:
11.2	<p>The period between Program of Work updates is thirty (30) days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is five percent 5% of the progress payment due.</p>
13	The amount of the advance payment is fifteen percent (15%) of the Contract price to be made in lump sum upon submission to and acceptance by the CWD of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand issued by a surety or insurance company duly licensed by the insurance commission and confirmed by the CWD.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15.1	Before the issuance of the certificate of completion, operating and maintenance manuals and as built drawings is required thirty (30) days after completion of works.
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 percent 3% of the Total Contract Price.

Section VI. Technical Specifications

1. Program of Works

Item No.	Description of Work	Quantity	Statement of Compliance
1	General Requirement 1.1 Plan Preparation and Design 1.2 Geotechnical Investigation and Analysis 1.3 Project Billboard, Testing Fees, and Permits 1.4 Mobilization of Equipment and Staff 1.5 Temporary Facilities and Utilities 1.6 Site Preparation and Setting -up of Equipment	1 lot	
2	Water Tank Excavation 2.1 Excavation including disposal of excess soil 2.2 Backfill, engineered fill (soil, clean sand fill, Etc.), and compaction 2.3 Construction of reinforced concrete ring beam footing with complete accessories <ul style="list-style-type: none"> • Footing Rebar (16 mm Ø & 10 mm Ø), Lean Concrete, & Scour Drain (100 mm Ø fitting) 	1 lot	
3	Water Tank Components and Accessories 3.1 Complete supply, delivery, assembly, and installation of One (1) Unit Steel Bolted Corrugated Ground Water Tank <ul style="list-style-type: none"> • Application: Potable Water • Volume Capacity (m³): Approx. 206m³ • Tank Dimension/ Size: Approx. 6.797m Ø x 5.70m high • Seismic Zone: Zone 4 • Wind Speed (kph): 200kph • Deck Live Load (kPa): 1.20kpa • Tank Liner: Polyethylene Liner Five (5) Layers, Food Grade, UV Treated) NSF – 61 International Certification from International Company • Tank Walls and Roof Materials: <ul style="list-style-type: none"> a. Corrugated zinc and aluminium steel (with dome roof) b. Corrugation profile shall not exceed four (4") inches (100mm ø) with structural engineering certification c. Zinc–aluminium external color (wall coating) d. Tank walls - 1.80mm, 1.20mm, 0.60mm wall sheeting, and with high tensile bolts with nut cover e. Roof Truss – L 50x50x3mm, 50x50x5mm (Top/ Bottom Chord) L 65x50x6mm (Truss Join Plate), L 50x 	1 lot	

	<p>50x3mm</p> <p>3.2 Complete supply, delivery, assembly, and installation of water tank's accessories</p> <ul style="list-style-type: none"> • Corrosion Protection; • Roof Ventilation (Fan or SS-U Pipe); • Vermin Proofing (Roof to wall seal); • Geo-textile Matting Under Liner; • Lockable Access Hatch (Heavy Duty); • Ladder Rung Type (Internal and External); • Nozzles (Internal and External): <ul style="list-style-type: none"> 1–100 mm Ø Inlet Nozzle; 1–100 mm Ø Outlet Nozzle; • No Platform; • Bell mouth overflow; • Level indicator; • Tank bolt down brackets; • Inlet deflectors; • Outlet fittings; <ul style="list-style-type: none"> 1–100 mm Ø Overflow 1–100 mm Ø Scour Drain <p>3.3 Other miscellaneous items to complete the supply, delivery, assembly, and installation of water tank components and accessories.</p>		
4	<p>Concrete Pump House</p> <p>4.1 Construction of approximately six (6) square meter painted concrete control panel & chlorinator room including repair & painting of existing concrete fence and main steel gates</p> <ul style="list-style-type: none"> • Structure – 12mm Ø, 10mm Ø rebar, 5" thk chb; • Steel Doors – 1 ½" Ø G.I. pipe sch. 40, 1x3/16" Flat bar, 1/4" Steel matting, plain sheet <p>4.2 Demolition of old pump house including disposal</p>	1 lot	
5	<p>Plumbing/ Piping, Connection, and Ground Restoration</p> <p>5.1 Complete assembly/ installation of Supply Pipe Line and connection from tank inlet nozzle to 4" Ø main discharge line - 4" Ø g.i. pipe sch 40, 4" Ø gate valve (f/f) with handwheel, bolts, nuts, & gasket (bng), and pipe line support including painting</p> <p>5.2 Complete assembly/ installation of Discharge Pipe Line and connection from tank outlet nozzle to cwd main water distribution line - 4" Ø g.i. pipe sch 40, 4" Ø uPvc pipe blue (S8), 2 pcs. 2" Ø c.i. adaptor (f/m), 2 pcs. 2" Ø c.i. gate valve, 2 pcs. 6" Ø c.i. valve cover, 2" Ø c.i. tee (f/f/f), 4" Ø x 2" Ø c.i. reducer (f/m), 4" Ø c.i. check valve, 4" Ø c.i. gate valve, (f/f) with handwheel, bolts, nuts, & gasket (bng), pressure gauge (100 psi), caution tape, and pipe line support including painting and concrete/ asphalt breakage and restoration</p>	1 lot	

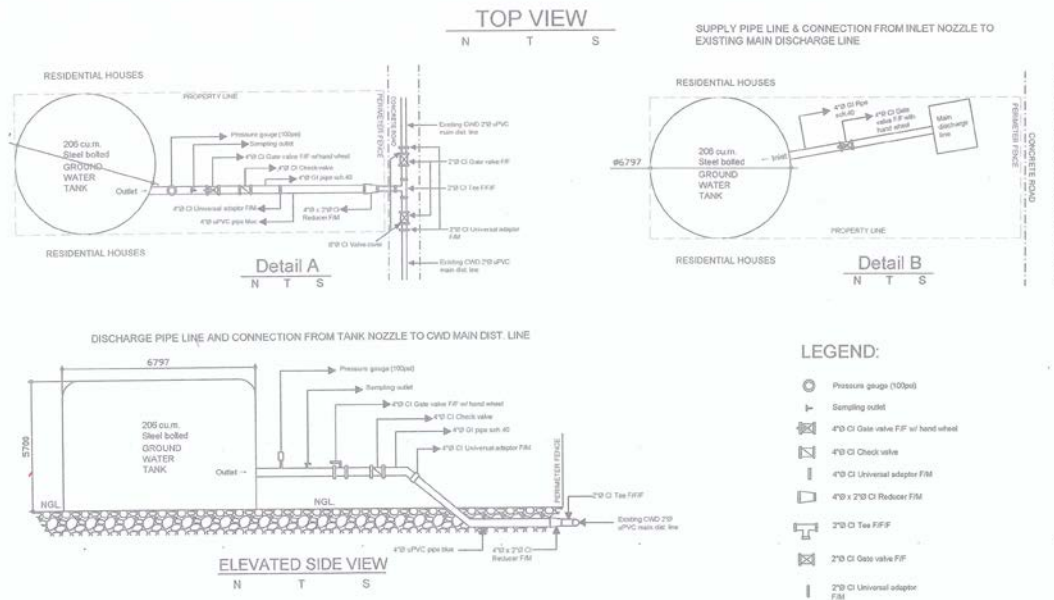
	5.3 Other Miscellaneous Items to complete the delivery, installation/ assembly, & commissioning of plumbing/ piping connection (valves, pipes, fittings and accessories) 5.4 Ground restoration		
6	Testing, Commissioning, and Demobilization 6.1 Leak testing and disinfection 6.2 Commissioning 6.3 Demobilization and Site Clean-up	1 lot	

2. General Conditions and Scope of Work

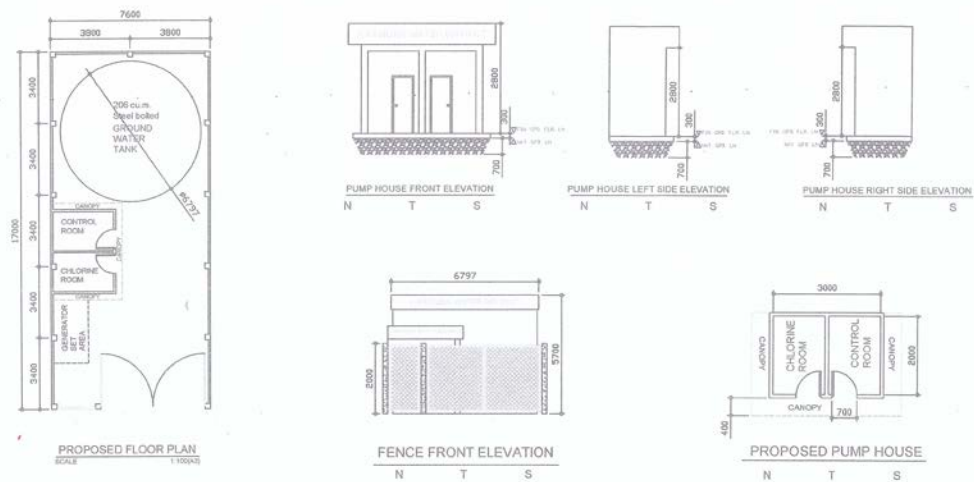
- 1.0 Plan Preparation And Design
 - Geotechnical survey and analysis (Soil bearing capacity test, etc.)
 - Project Construction Schedule (Bar/ Gantt Chart, and PERT - CPM)
- 2.0 Document Submittals As Follows :
 - Polyethylene (PE) Liner NSF - 61 Compliant Certification from International Company
 - Structural Engineering Certification From International Company
 - Comprehensive Leak Test Report
 - Soil Bearing Capacity Test Report
 - Compressive Strength Of Cylindrical Concrete Specimens Test Report
 - Ground Water Tank Brochure
 - As - Built Plan
- 3.0 Complete supply, delivery, installation/ construction of concrete ring beam foundation with complete accessories
 - Minimum soil bearing capacity pressure = 100 kPa
 - Minimum concrete compressive strength = 32 MPa
- 4.0 Complete supply, delivery, and installation/ construction of one (1) unit steel bolted corrugated ground water tank with complete accessories
 - 4.1 Steel bolted ground water tank configurations :
 - Application : Potable Water
 - Volume Capacity (cu. m.) : Approx. 206 Cubic Meter Capacity
 - Tank Dimension/ Size : Approx. 6.797 meters Ø x 5.70 meters High
 - Seismic Zone : Zone 4
 - Wind Speed (kph) : 200 kph
 - Deck Live Load (kPa) : 1.20 kPa
 - Tank Liner : Polyethylene (PE) Liner (Five (5) Layers, Food Grade, UV Treated)
NSF - 61 International Certification From International Company
 - Tank Walls And Roof Mat : Corrugated Zinc And Aluminium Steel (With Dome Roof)
: Corrugation Profile Shall Not Exceed Four (4") Inches (100 mm Ø)
With Structural Engineering Certification
: Zinc - Aluminium External Color (Wall Coating)
: Tank Walls - 1.80 mm, 1.20 mm, 0.60 mm Wall Sheeting, And With High Tensile Bolts With Nut Cover
Roof Truss - L 50 x 50 x 3 mm, 50 x 50 x 5 mm (Top/ Bottom Chord)
- L 65 x 50 x 6 mm (Truss Join Plate), L 50 x 50 x 3 mm
 - 4.2 Steel bolted ground water tank accessories :
 - Corrosion Protection;
 - Roof Ventilation (Fan Or SS-U Pipe);
 - Vermin Proofing (Roof To Wall Seal);
 - Geotextile Matting Under Liner;
 - Lockable Access Hatch (Heavy Duty);
 - Ladder Rung Type (Internal And External);
 - Nozzles (Internal And External): 1 - 100 mm Ø Inlet Nozzle; 1 - 100 mm Ø Overflow;
1 - 100 mm Ø Outlet Nozzle; 1 - 100 mm Ø Scour Drain
 - No Platform
 - Bell mouth overflow;
 - Level indicator;
 - Tank bolt down brackets;
 - Inlet deflectors;
 - Outlet fittings;
 - 4.3 Other miscellaneous items to complete the delivery, installation/ assembly, & installation of ground water tank components and accessories

- 5.0 Cost of Local Permits (Excavation Permit, Building Permit, And Other Necessary Permit) needed for the project
- 6.0 The total project duration is one hundred fifty (150) calendar days.
There shall be no incentive bonus to be given to the Contractor even if he completes the work ahead of schedule.
- 7.0 The Contractor shall not be entitled to additional compensation on the condition of excavation due to hard rock and/or soft materials encountered.
- 8.0 Construction of approx. six (6) sq. mtr. painted concrete control panel room and chlorinator room (pump house)
- Structure – 12 mm Ø, 10 mm Ø rebar, 5" thk concrete hollow block
 - Steel Doors – 1 ½" Ø g. i. pipe sch 40, 1 x 3/16" flat bar, 1/4" thk steel matting, plain sheet
- Demolition of existing old pump house including disposal of debris
- 9.0 Truck ban at the construction project site shall be considered by the Contractor.
- 10.0 Other engineered fill/ materials such as clean sand fill, gravel fill, etc.
Hauling and disposal of unnecessary materials and/ or excess excavated materials
- 10.0 Formworks / Scaffoldings requirements needed for the project
- 11.0 Complete supply, delivery, assembly & installation of Supply Pipe Line (pipes, valves, fittings, and other accessories), and connection from ground water tank inlet nozzle to carmona water district pumping station main discharge line (transmission line) – 4" Ø g.i. pipe sch 40, 4" Ø gate valve (f/f) with handwheel, bolts, nuts & gasket (bng), pipe support including painting
Complete supply, delivery, assembly & installation of Outlet Pipe Line (pipes, valves, fittings, and other accessories), and connection from ground water tank outlet nozzle to carmona water district main water distribution line – 4" Ø g.i. pipe sch 40, 4" Ø uPvc pipe blue (S8), 2 pcs. 2" Ø c.i. adaptor (f/m), 2 pcs. 2" Ø c.i. gate valve, 2 pcs. 6" Ø c.i. valve cover, 2" Ø c.i. tee (f/f/f), 4" Ø x 2" Ø c.i. reducer (f/m), 4" Ø c.i. check valve, 4" Ø c.i. gate valve (f/f) with handwheel, bolts, nuts, & gasket (bng), pressure gauge (100 psi), caution tape, and pipe line support including painting and concrete breakage, excavation, backfilling, and asphalt/ concrete restoration for the connection
Other miscellaneous items to complete the delivery, installation, assembly, and commissioning of plumbing/ piping connection
Ground restoration
- 12.0 Contractor to provide temporary connection for power and water utilities to the construction project site.
Supply and cost of fresh water and installation of pipe line and equipment needed for leak testing
- 13.0 Painting and repair of existing concrete perimeter fence & main steel gates including painting of supply pipe line, discharge pipe line
Painting of existing pumping station's main discharge line including CWD logo painting on the steel bolted tank and on new concrete pump house
- 14.0 The contractor shall properly implement the following :
- » Portalets/ temporary sanitation facilities shall be provided before the start and during the construction works;
 - » Install environmental friendly electrical lighting fixtures (i.e. Light Emitting Diode (LED) bulb, etc.);
 - » Strictly manage external, spillage, chemical, solid waste, excessive surface run-off, traffic, erosion, siltation, dust, and occupational and health hazard during construction works
 - » Strictly observe social distancing measures (at least 1 meter apart) at all times;
 - » Wear mask fitted tightly to the nose, mouth, & chin at all times. Immediately discard materials used to cover mouth or nose into the trash or clean reusable items appropriately after use.
 - » Contractor's workers/ personnel who have fever (body temperature of more than 38°C), cough, shortness of breath, flu-like symptoms, and/ or diarrhea are advised to stay home and seek medical attention.

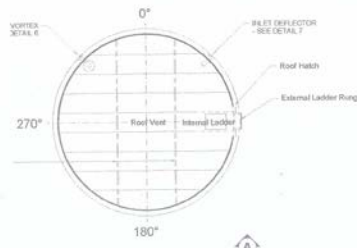
Section VII. Drawings



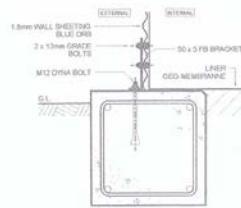
Civil Engineer	Project Title	Revision	Remarks	Details	Date	Sheet No.
CARMONA WATER DISTRICT	DISCHARGE PIPE LINE, SUPPLY PIPE LINE & CONNECTION					
DESIGNED BY: PIR-100	ISSUED BY: PIR-100	LOCATION: ADJACENT TO 8801 BANCAL CARMONA CA 94708	DESIGNED BY: M. LORTON			
CHECKED BY:	ISSUED AT:		CHECKED BY:			
			APPROVED BY:			



Civil Engineer	Project Title	Revision	Remarks	Details	Date	Sheet No.
CARMONA WATER DISTRICT	PROPOSED BANCAL PUMPING STATION 3 FLOOR AREA					
DESIGNED BY: PIR-100	ISSUED BY: PIR-100	LOCATION: ADJACENT TO 8801 BANCAL CARMONA CA 94708	DESIGNED BY: M. LORTON			
CHECKED BY:	ISSUED AT:		CHECKED BY:			
			APPROVED BY:			

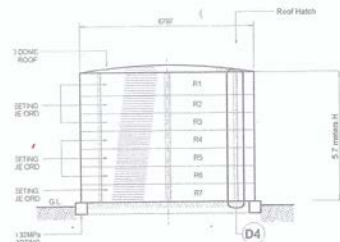


PLAN - RCT-80-50
6.797m DIA x 5.7m H. | 206kl TOTAL CAPACITY
SCALE 1:100



DETAIL 1
HOLD DOWN BRACKET
SCALE 1:10

TANK DETAILS	RCT-80-50	AUSTRALIAN STANDARDS
VOLUME (lit)	206,000 Bars	1170
VOLUME (gal)	40,311	4100
DIAMETER	6797mm	4000
HEIGHT	5700mm	-
WALL SHEETING	0.8 Blue CRB	1385
ROOF SHEETING	0.42 Galvalume CRB	1387
TOTAL SHEETS	49	-
No. OF TRUSSES	2	1857
LINER		AS/NZS 81 AS 4020
BOLTS	924 (M12) 8.8	-
ANCHORS	3	2236
LADDER	5000mm	1857
PLATFORM		1857

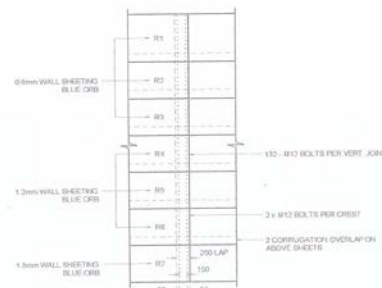


ELEVATION A - RCT-80-50
6.797m DIA x 5.7m H. | 206kl TOTAL CAPACITY
SCALE 1:100

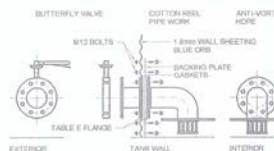


DETAIL 2 - DOME ROOF TRUSS
SCALE 1:10

	Civil Engineer	Project Title	Revision	Remarks	Details	Date	Sheet No.
CARMONA WATER DISTRICT	FOR NO.	REC NO.	STEEL BOLTED CORRUGATED GRD. WATER TANK		DESIGNED BY: M. LONTOK		1/3
	ISSUED ON	ISSUED AT	LOCATION: CARMONA ELEM. SCHOOL, BRIT. FOR. COLON, CARMONA, GWINE		CHECKED BY:		



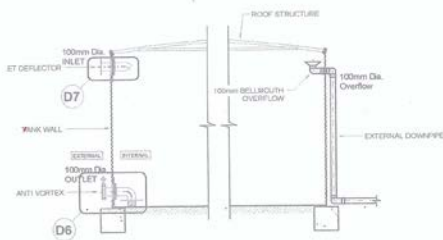
DETAIL 4 - BOLTING PATTERN (WALL)
SCALE 1:50



DETAIL 5 - ANTI VORTEX
SCALE 1:20

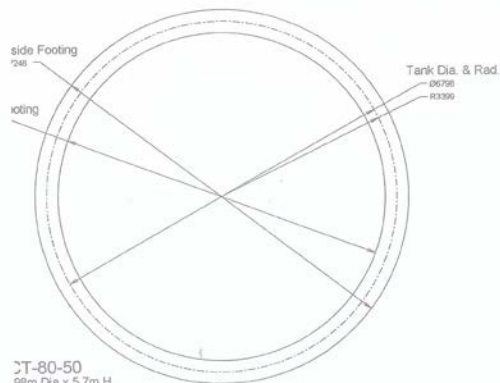


DETAIL 6 - INLET DEFLECTOR
SCALE 1:20

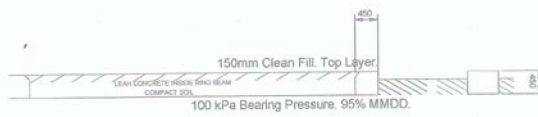


DETAIL 3 - WALL PROFILE
SCALE 1:50

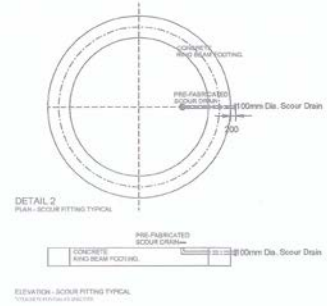
	Civil Engineer	Project Title	Revision	Remarks	Details	Date	Sheet No.
CARMONA WATER DISTRICT	FOR NO.	REC NO.	STEEL BOLTED CORRUGATED GRD. WATER TANK		DESIGNED BY: M. LONTOK		2/3
	ISSUED ON	ISSUED AT	LOCATION: CARMONA ELEM. SCHOOL, BRIT. FOR. COLON, CARMONA, GWINE		CHECKED BY:		



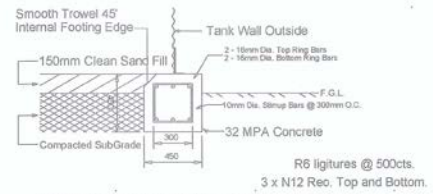
DT-80-50
98m Dia x 5.7m H.
1kl Total Capacity.
Scale 1:50



Extend Top of Ring Beam
above finished ground level.



DETAIL 2
PLAN - SCOUR FITTING TYPICAL



DETAIL 1 - FOOTING DETAIL & HOLD DOWN BRACKET
SCALE 1:25

DATE	ENGINEER	PROJECT TITLE	REVISION	REMARKS	DETAILS	DATE	SHEET NO.
		STEEL BOLTED CORRUGATED GRD. WATER TANK		DESIGNED BY:			3/3
				APPROVED BY:			
				CHECKED BY:			
				APPROVED BY:			

CARMONA WATER DISTRICT

PROJECT NO.
ISSUED ON

ISSUED AT

LOCATION: CARMONA GLEN SCHOOL, 9807 FORTY-NINTH CARMONA CAUSEWAY

APPROVED BY:

3/3

Section VIII. Bill of Quantities

Contract Name: **Supply and Delivery of Labor, Tools, Equipment and Materials for the Construction of One (1) Unit Steel Bolted Ground Water Tank and Its Facilities**

Item No.	Description of Work	Quantity	Bid Price
1	General Requirement	1 lot	
2	Water Tank Excavation	1 lot	
3	Water Tank Components and Accessories	1 lot	
4	Concrete Pump House	1 lot	
5	Plumbing/ Piping, Connection, and Ground Restoration	1 lot	
6	Testing, Commissioning, and Demobilization	1 lot	
TOTAL			

Submitted by: _____
(Name and Signature of Representative)

(Company)

Section IX. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- Valid PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- 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;
- 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;
- Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- Statement of the prospective bidder of all its completed and 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;
- Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;

The two statements required shall indicate for each contract the following:

- a. name of the contract;
- b. date of the contract;
- c. contract duration;
- d. owner’s name and address;
- e. nature of work;
- f. contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- g. total contract value at award;

- h. date of completion or estimated completion time;
- i. total contract value at completion, if applicable;
- j. percentages of planned and actual accomplishments, if applicable; and
- k. value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- Philippine Contractors Accreditation Board (PCAB) License or in case of Joint Ventures, a Special PCAB License and registration for the type and cost of the contract to be bid;
- 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;
- 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, Professional Regulation Commission (PRC) licenses for design professionals 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;
- Original duly signed Omnibus Sworn Statement (OSS);
- 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

- 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
- The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class “B” Documents

- 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

- Original of duly signed and accomplished Financial Bid Form; and
- Original of duly signed Bid Prices in the Bill of Quantities; and
- 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
- Cash Flow by Quarter.

Bid Form

Date: _____

IB¹ _____

Nº: _____

To: *[name and address of PROCURING ENTITY]*

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered below is: *[insert information]*;

The discounts offered and the methodology for their application are: *[insert information]*;

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) 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;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

¹ If ADB, JICA and WB funded projects, use IFB.

- (h) 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

- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) 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].
- (k) 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: _____

In the capacity of: _____

Signed: _____

Duly authorized to sign the Bid for and on behalf of: _____

Date: _____

Form of 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 *[insert the amount in specified currency in numbers and words]* 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 shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]

Omnibus Sworn Statement

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]* *[insert "as shown in the attached duly notarized Special Power of Attorney" for the authorized representative]*;

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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;
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 following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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.

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

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* This form will not apply for WB funded projects.

Bid-Securing Declaration

(REPUBLIC OF THE
PHILIPPINES) CITY OF _____)

S.S.

X ----- X

Invitation to Bid *[Insert reference
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 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 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 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;
 - c. I am/we are declared as 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'S AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]

Affiant

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

_____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____ **Notary Public for** _____ **until** _____ **Roll of Attorneys No.**

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

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

Doc. No. _____

Page No.

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