## REPUBLIC OF THE PHILIPPINES MANAOAG WATER DISTRICT AQUINO ST., MANAOAG, PANGASINAN

## **BIDDING DOCUMENTS**

FOR THE

EXPLORATORY WELL DRILLING OF PAO DEEPWELL WITH 70M DEPTH PILOT HOLE AND 250MM (10") SPIRAL WELDED STEEL WELL CASING AND PIPELAYING OF TRANSIMISSION, MAIN AND SERVICE LINES WITH INTERCONNECTIONS ALONG BARANGAYS PAO AND SAPANG, MANAOAG, PANGASINAN

7980

## **Preface**

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contracts, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.



## TABLE OF CONTENTS

G	lossar	ry of Terms, Abbreviations, and Acronyms	5
Se	ction	I. Invitation to Bid	8
Se	ction	II. Instructions to Bidders	.11
	1.	Scope of Bid	
	2.	Funding Information	12
	3.	Bidding Requirements	
	4.	Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
	5.	Eligible Bidders	13
	6.	Origin of Associated Goods	13
	7.	Subcontracts	13
	8.	Pre-Bid Conference	14
	9.	Clarification and Amendment of Bidding Documents	14
	10.	Documents Comprising the Bid: Eligibility and Technical Components	14
	11.	Documents Comprising the Bid: Financial Component	15
	12.	Alternative Bids	
	13.	Bid Prices	
	14.	Bid and Payment Currencies	
	15.	Bid Security	16
	16.	Sealing and Marking of Bids.	
	17.	Deadline for Submission of Bids	16
	18.	Opening and Preliminary Examination of Bids	16
	19.	Detailed Evaluation and Comparison of Bids	17
	20.	Post Qualification.	17
	21.	Signing of the Contract	17
Se	ction	III. Bid Data Sheet	.18
Se	ction	IV. General Conditions of Contract	.22
	1.	Scope of Contract	
	2.	Sectional Completion of Works	23
	3.	Possession of Site	23
	4.	The Contractor's Obligations	23

5.	Performance Security	24
6.	Site Investigation Reports	24
7.	Warranty	24
8.	Liability of the Contractor	24
9.	Termination for Other Causes	24
10.	Dayworks	25
11.	Program of Work	25
12.	Instructions, Inspections and Audits	25
13.	Advance Payment	25
14.	Advance Payment.  Progress Payments	25
15.	Operating and Maintenance Manuals	
Section	V. Special Conditions of Contract	
Section	vI. Specifications	29
	of Reference.	
I.	Background	
II.	Methodology	
III.	Project Description	33
IV.	Conceptual Design /Specifications /Parameters /Other Requirements	
1 V .	A. Scope	
	B. Well Development and Cleaning.	
	C. Pipe Leak Test and Disinfection	38
	D. Demobilization and Restoration	
	E. Other Qualifications	38
Section	n VII. Drawings	39
	vIII. Bill of Quantities	
Section	IX. Checklist of Technical and Financial Documents	47

## 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 – Bangko Sentral 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.

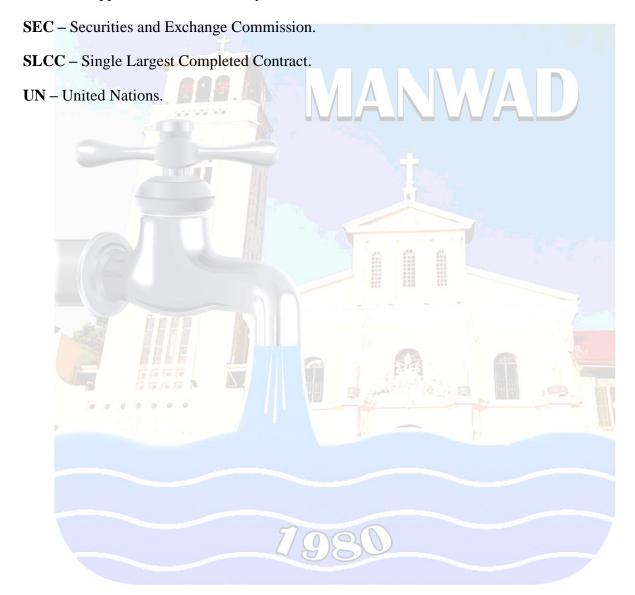
**NGA** – National Government Agency.

**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.



## Section I. Invitation to Bid

## **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

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





# INVITATION TO BID FOR THE EXPLORATORY WELL DRILLING OF PAO DEEPWELL WITH 70M DEPTH PILOT HOLE AND 250MM (10") SPIRAL WELDED STEEL WELL CASING AND PIPELAYING OF TRANSMISSION, MAIN AND SERVICE LINES WITH INTERCONNECTIONS ALONG BARANGAYS PAO AND SAPANG, MANOAG, PANGASINAN

The Manaoag Water District, through the corporate budget for the contract approved by the governing Board, intends to apply the sum of **Eight million five hundred ninety thousand pesos** (**Php 8,590,000.00**) being the Approved Budget for the Contract (ABC) to payments under the contract for the Exploratory Well Drilling of Pao Deepwell with 70m Depth Pilot Hole and 250mm (10") Spiral Welded Steel Well Casing and Pipelaying of Transmission, Main and Service Lines with Interconnections along Barangays Pao and Sapang, Manaoag, Pangasinan. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The Manaoag Water District now invites bids for the the Exploratory Well Drilling of Pao Deepwell with 70m Depth Pilot Hole and 250mm (10") Spiral Welded Steel Well Casing and Pipelaying of Transmission, Main and Service Lines with Interconnections along Barangays Pao and Sapang, Manaoag, Pangasinan. Completion of the Works is required on July 24, 2023. Bidders should have completed, within One hundred twenty (120) days from Notice to Proceed, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

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

Interested bidders may obtain further information from **Manaoag Water District Bids and Awards Committee (BAC)** and inspect the Bidding Documents at the address given below from 8:30am to 1:00pm to 4:00pm.

A complete set of Bidding Documents may be purchased by interested Bidders from the address below and upon payment of a non-refundable fee for the Bidding Documents in the amount of **Ten thousand pesos (Php 10,000.00).** 

The Manaoag Water District Bids and Awards Committee will hold a Pre-Bid Conference at the address given below on **February 22, 2023** @ **9:00 a.m.** 

Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below on or before March 8, 2023 @ 11:00 am at Manaoag Water District office. Late bids shall not be accepted.

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

Bid Opening shall be on March 8, 2023 at 2:00pm at Manaoag Water District. Bids and eligibility requirements will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

The Manaoag Water District reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

For further information, please refer to:

Manaoag Water District Aquino St., Manaoag, Pangasinan Tel. No.: (075) 529-0254

email address: manwad91280@yahoo.com

Prepared by:

CECILIA M. PINPIN BAC- Secretariat

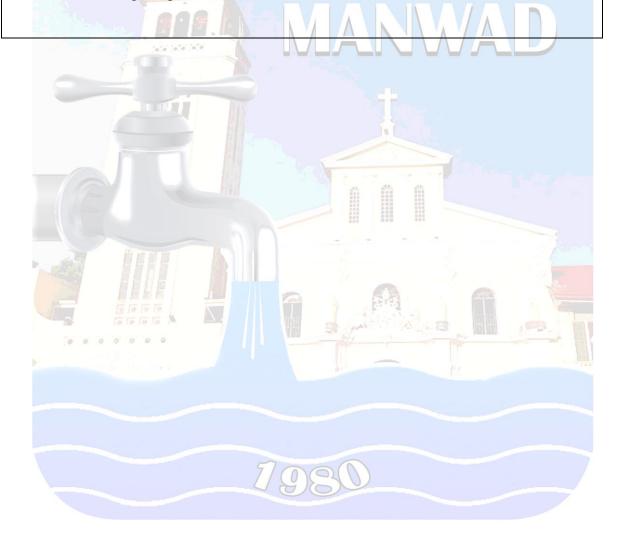
Noted by:

MS. MARLENE CONSTANCIA F. MANAOIS Chairman, Bids and Awards Committee

## Section II. Instructions to Bidders

## **Notes on the Instructions to Bidders**

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



## 1. Scope of Bid

The Procuring Entity, Manaoag Water District invites Bids for the Exploratory Well Drilling of Pao Deepwell with 70m Depth Pilot Hole and 250mm (10") Spiral Welded Steel Well Casing and Pipelaying of Transmission, Main and Service Lines with Interconnections along Barangays Pao and Sapang, Manaoag, Pangasinan, with Project Identification Number 9490474.

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 source of funding as indicated below for the year 2023 in the amount of Eight Million Five Hundred Ninety Thousand Pesos (P8,590,000.00).
- 2.2. The source of funding is:

GOCC and GFIs, the proposed Corporate Operating Budget.

## 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:

Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.

7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial stated in **ITB** Clause

5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.2. 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.
- 7.3. 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 as indicated in paragraph 6 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.
- 14.2. 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 until **July 7, 2023**. 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 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.

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 16 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

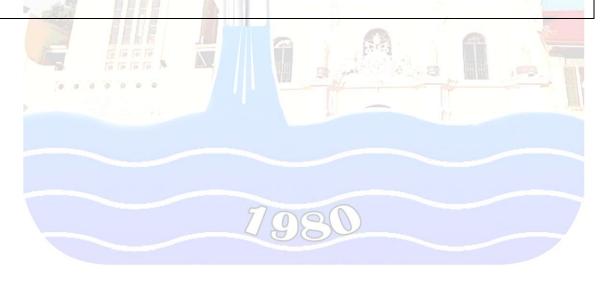
## **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.



## **Bid Data Sheet**

ITB Clause	0				
	For this number contracts similar to the Project refer to contracts which have				
5.2	For this purpose, contracts similar to the Project refer to contracts which have				
	the same major categories of work, which shall be: "Supply and Labor				
Materials" for water supply facilities and related works					
7.1	Subcontracting is allowed for the design portion of the "Design and				
	contract. The Designer/Engineering Firm should have at least designed a sin				
	project equivalent to 50% of the cost of ABC.				
10.3					
10.5	1 CARD CONTINUE FOR S EIGENSE				
	LICENSE PARTICULAI	RS:	\ V. V//A \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		
100	Principal Classification: (		$\langle \sqrt{\Delta} \rangle \rangle$		
F 2 8 1 1 20 4					
	Other Classification: Water Supply				
	Category (Minimum Re	equirement):			
	DECISTD ATION DADT	ICHI ADC.			
	REGISTRATION PART				
	Kind of Project: Well Dri	1			
	Respective Size Range: S	MALL B			
			Elither		
10.4	The key personnel must meet the required minimum years of experience below:				
	below.				
	Minimum Control	otor's Toom Composition	Mannayar Natyyark		
700	Minimum Contractor's Team Composition/Manpower Network				
	DESIGNATEAM	NILIMDED	VEADS EVDEDIENCE		
	<u>DESIGN TEAM</u>	<u>NUMBER</u>	YEARS EXPERIENCE		
	Duningt Manager		3		
	Project Manager		3		
(0 0	Project Design Engr.		3		
	(Struct/Civil)	1	3		
	(Struct/Civil)	A	hr.		
	D ' (E (El )	1	2		
	Project Engr (Electro-	1	3		
	Mech)				
	- · · ·				
	Engineering Asst		3		
		1000			
	CONSTRUCTION	<u>NUMBER</u>	YEARS EXPERIENCE		
	<u>TEAM</u>				
	Project Engineer	1	3		
	Project Engr. (Civil	1	3		
	Works)		_		
	'' OIRG)				
		l			

		1			
	Project Engr.	1	3		
	(Electro/Mechanical)				
	Matariala Engineer	1	2		
	Materials Engineer	1	3		
	ESH Officer	1	3		
	Note: List of contractor	's personnel <b>shall be s</b>	ubmitted under oath and		
	Note: List of contractor's personnel shall be submitted under oath and notarized.				
	1				
10.5	The minimum n	najor equipment requirem	ents are following:		
	Equipment	Capacity	Number of Units		
	Backhoe	0.7-1.0 cum bucket	1		
	Dacknoc	cap	1		
	Bulldozer	Cup			
	Wheel Loader		al .		
	Dump Truck	10.1			
	Static Roller	5-10 Tons	1		
	Water Truck	5,000-6,000 Liters	1		
	Stake Truck, Elf (or	7 Tons	1		
197	equal)	7 10115	1		
	Service Vehicles	4x4 pick up	2		
	Surveying Instrumen		1		
- 43	Concrete Mixer	1 or 2 baggers	2		
	Vibratory Compactor		2		
	Concrete Vibrator	30mm diameter	2		
	Hydraulic Jack	100 A = 1212-1274	1		
0 0	hammer	VIII SE STATE OF THE SECOND SE			
	Bar cutter		2		
	Welding Machine		2		
	Compressor		1		
	Mechanical Tool Set		2		
	Portable Concrete		2		
	Drill Set				
	Mobile Generator Se	t 120 KVA	1		
	Welding Set/Oxy-	1800	2		
	Acetylene Set				
		's personnel shall be s	ubmitted under oath and		
	notarized.				
12	No further instructions.				
15.1	The bid security shall be i	in the form of a Bid Secur	ing Declaration or any of the		
following forms and amounts:		unts:			
	a. The amount of not less than P171,800.00 (2% of ABC), if bid so is in cash, cashier's/manager's check, bank draft/guarant				
			, bank draft/guarantee or		
	irrevocable letter	of credit;			

	b. The amount of not less than P429,500.00 (5% of ABC) if bid security is in Surety Bond.		
Partial bid is not allowed. The infrastructure project is packaged in a single learned the lot shall not be divided into sub-lots for the purpose of bidding evaluation, and contract award.			
Only tax returns filed, and taxes paid through the Electronic Fi Payments System (EFPS) shall be accepted.			
	NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.		
Additional contract documents relevant to the Project that may be existing laws and/or the Procuring Entity, such as construction schedule, manpower schedule, construction methods, equipment schedule, construction safety and health program approved by the other acceptable tools of project scheduling.  The following additional contract documents relevant to the required:			
	<ol> <li>Construction Schedule and S-curve</li> <li>Manpower Schedule</li> <li>Equipment Utilization Schedule</li> <li>Construction Safety and Health Program approved by the Department of Labor and Employment</li> <li>PERT/CPM</li> <li>Project logbook</li> </ol>		

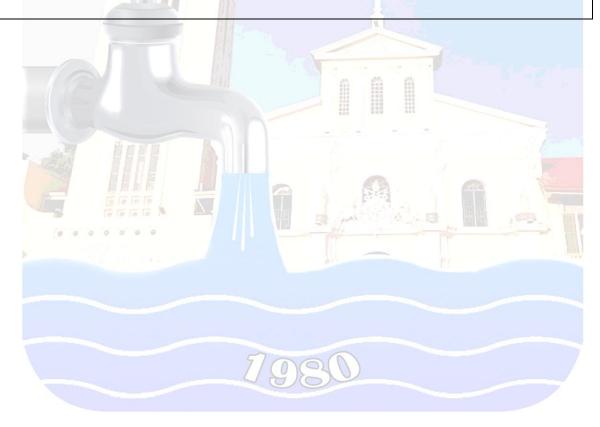
## Section IV. General Conditions of Contract

## **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.



## 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 10.3 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

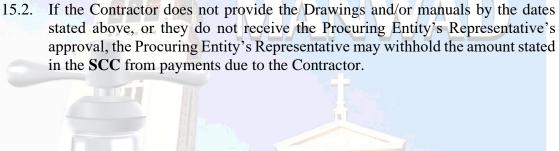
The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according 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. Contractor shall provide project logbook and "As built" Drawings and/or operating and maintenance manuals as specified in the SCC.





## Section V. Special Conditions of Contract

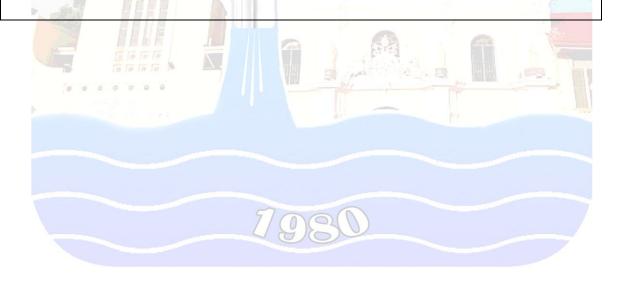
## **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

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



# **Special Conditions of Contract**

GCC Clause		
2	The Intended Completion Date is on July 24, 2023, One Hundred	
	Twenty Days (120) Calendar Days upon receipt of the formal Notice to	
	Proceed.	
4.1	The Procuring Entity shall give possession of all parts of the Site to the	
	Contractor upon issuance of Notice to Proceed.	
6	None	
7.2	Five (5) years.	
No dayworks are applicable to the contract.		
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <u>Ten (10) days</u> of delivery of the Notice of Award.	
The amount to be withheld for late submission of an updated Pr Work is 15% of the Contract Price/Amount.		
The amount of the advance payment is fifteen percent (15%) of price, recoupment of which shall be deducted from the Commonthly billing (amount of advance payment multiply by accomplished).  Materials and equipment delivered on the site but not complete place shall not be included for payment.		
		15.1
Final Progress Payment will be withheld for failing to produce drawings and/or operating and maintenance manual.		

## Section VI. Specifications

## **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

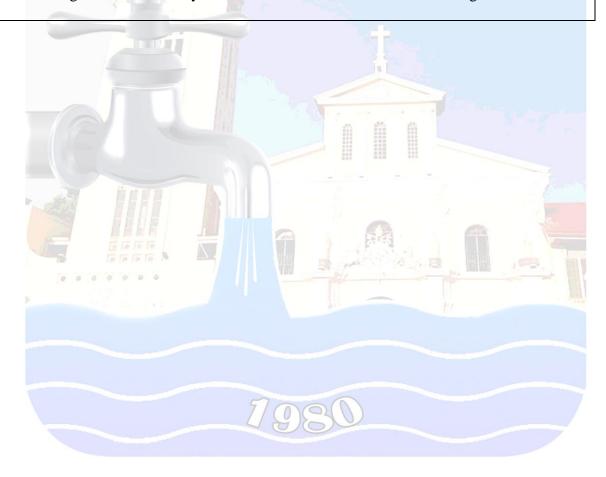
Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

#### Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the

latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.



## TERMS OF REFERENCE (TOR)

Procurement and Implementation of the Infrastructure Project for the

EXPLORATORY WELL DRILLING OF PAO DEEPWELL WITH 70M DEPTH PILOT HOLE WITH 250MM (10") SPIRAL WELDED STEEL WELL CASING AND PIPELAYING OF TRANSMISSION, MAIN AND SERVICE LINES WITH INTERCONNECTIONS ALONG BARANGAYS PAO AND SAPANG

FOR
MANAOAG WATER DISTRICT

## I. BACKGROUND

The *Manaoag Water District* (MANWAD) is seeking a suitable qualified candidate or firm to carry out the contract for the "*EXPLORATORY WELL DRILLING OF PAO DEEPWELL WITH 70M DEPTH PILOT HOLE WITH 250MM (10") SPIRAL WELDED STEEL WELL CASING AND PIPELAYING OF TRANSMISSION, MAIN AND SERVICE LINES WITH INTERCONNECTIONS ALONG BARANGAYS PAO AND SAPANG" utilizing the most appropriate method and technology.* 

The contractual arrangement to be used for this project is Supply of Labor and Materials.

MANWAD intends to apply the sum of *Eight Million Five Hundred Ninety Thousand (P 8,590,000.00)* being the Approved Budget for the Contract (ABC) with an intended completion duration of One Hundred Eighty (120) Calendar Days upon receipt of the Notice to Proceed.

#### II. METHODOLOGY

(a) Implement the project taking into consideration the communities and their landscape, and achieve enhanced environmental performance and comprehensive environmental compliance.

- (b) Stimulate the local economy by maximizing local business participation in implementing the project.
- (c) Maximize use of minority or local business enterprises.
- (d) Gender perspective
- (e) Engage communities and stakeholders to proactively participate in the project from planning stage up to implementation/construction stage.
- (f) Develop and implement an effective Quality Program.
- (g) Achieve swift commencement and timely completion of the project.
- (h) Provide cost-effective solutions and cost-containment methodologies
- (i) Increase Work Zone safety with engineering improvements and enhanced awareness through public information
- (j) Minimize life-cycle cost of the project.
- (k) Any additional project goals will be included in the Special Provisions.

Main Responsibilities of the Contractor - The Contractor shall be responsible for furnishing all labor, material, plant, equipment, services and support facilities for the following:

- (a) Design and Construction of structures in the Project components including utility relocations.
- (b) Project construction management including Health and Safety Measures as stated in Department of Public Works (DPWH) Order No.39 "Revised Construction Guidelines for the Implementation of Infrastructure Projects during the COVID-19 Public Health Crisis".
- (c) Project-related Public Information activities.
- (d) Coordination with Project stakeholders, Barangay / LGU, other contractors, and utility owners.
- (e) Design Quality of temporary structures.
- (f) Construction Quality and Workmanship.
- (g) Environmental permitting, resource agency consultations, mitigation and compliance monitoring.

- (h) Additional environmental investigations, documentations, and monitoring associated with or resulting from Contractor's actions.
- (i) Maintenance and protection of traffic and access to properties (both temporary and permanent access).
- (j) Project safety and security.
- (k) Preliminary Engineering (PE), such as surveys and geotechnical investigations, georesistivity survey and alike
- (l) Harmful and hazardous materials remediation (design and construction) (m) Drainage and erosion control.
- (n) Construction waste disposal and handling.
- (o) Acquisition of required clearances, licenses, construction easements, and permits from NWRB (National Water Resources Board), DPWH (Dept. of Public Works and Highways), OBO (Office of the Building Official), PEO (Provincial Engineering Office) for the construction work, work sites, and storage areas, on or off site
- (p) Ancillary Work, such as access rods, driveways, temporary fencing, relocation of drainage, work sites, and temporary works.
- (q) Location, acquisition, permits, and transportation for material.
- (r) Coordination and relocation of utilities and municipal drainage facilities (when required).
- (s) Site clearance and restoration.
- (t) Administration of the project during the contract period.
- (u) Implementation and administration of LWUA/MANWAD policy for construction work, as applicable. The Contractor will be required to plan, implement, and maintain a Quality Plan for the Work. The quality plan will detail how the Contractor will establish and operate its quality program management structure, independent from design and construction production, and document its procedures pertaining to all aspects of the work listed below. The quality plan will be established and maintained by the Contractor such that it provides an agency-auditable system that assures the Contractor complies with all contract requirements pertaining to the general areas of the construction work.

#### MINIMUM TEAM COMPOSITION / MANPOWER NETWORK:

DESIGN TEAM	Number	Years of Experience
Project Manager	1	3
Project Design Engineer (Civil/Structural)	1	3
Project Engineer (Electro/Mechanical)	1	3
Engineering Assistant/Draftsman	1	3

CONSTRUCTION TEAM	Number	Years of Experience
Project Manager	1	3
Project Engineer (Civil works)	1	3
Project Engineer (Electro/Mechanical)	1	3
Materials Engineer	1	3
Environment, Health and Safety Officer	1	3

## III. PROJECT DESCRIPTION

This Project is a "Supply of Labor and Materials" Scheme contract and is a fixed lump sum cost and changes or variation orders will only be allowed if the changes in the design and construction requirements were not anticipated in the preparation of contract documents prior to contract signing and approval. The following guidelines shall govern in the approval for changes or variation orders for work items under the DBS (Ref. Annex" G" of the revised 2016 IRR of R.A. 9184):

This Design and Build Contract includes submission of site investigation reports, preparation of structural computation/analysis, preparation of detailed construction drawings/plans and submission of As-Built Plans.

#### **Contract Implementation:**

As a rule, contract implementation guidelines for the procurement of infrastructure projects shall comply with Annex "E" of the IRR of RA 9184, as amended. The following provisions shall supplement the procedures specified in Annex "E".

- 1. No works shall commence unless the contractor has submitted the required documentary requirements and the procuring entity has given written approval. Work execution shall be in accordance with reviewed and approved documents.
- 2. The contractor shall be responsible for obtaining all necessary information as to risks, contingencies which may affect the works and shall prepare and submit all necessary documents specified by the procuring entity to meet all regulatory approvals as specified in the contract documents.
- 3. The contractor shall submit a detailed program of work within fourteen (10) calendar days after issuance of the Notice to Proceed (NTP) for approval by the procuring entity that shall include, among others:
  - a. The order in which it intends to carry out the work including anticipated timing for each stage of design/detailed engineering and construction;
  - b. Periods for review of specific outputs and any other submissions and approvals;
  - c. Sequence of timing for inspections and tests as specified in the contract documents;
  - d. General description of the design and construction methods to be adopted;
  - e. Number and names of personnel to be assigned for each stage of the work;
  - f. List of equipment required on site for each major stage of the work;
  - g. Description of the quality control system to be utilized for the project.
- 4. Any errors, omissions, inconsistencies, inadequacies or failure submitted by the contractor that do not comply with the requirements shall be rectified, resubmitted and reviewed at the contractor's cost. If the Contractor wishes to modify any design or documents which has been previously submitted, reviewed and approved, the contractor shall notify the procuring entity within a reasonable period of time and shall shoulder the cost of such changes.
- 5. As a rule, changes in design and construction requirements shall be limited only to those that have not been anticipated in the contract documents prior to contract signing and approval. The following guidelines shall govern approval for change or variation orders:
  - a. Change Orders resulting from design errors, omissions or non-conformance with the parameters and the contract documents by the contractor shall be implemented by the contractor at no additional cost to the procuring entity.
  - b. Provided that contractor suffers delay and/or incur costs due to changes or errors in the procuring entity's performance specifications and parameters, he shall be entitled to either one of the following:

- i. an extension of time for any such delays under Section 10 of Annex "E"; or
- ii. payment for such costs as specified in the contract documents, provided, the cumulative amount of the variation order does not exceed ten percent (10%) of the original contract price.
- 6. The contract documents shall include the manner and schedule of payment specifying the estimated contract amount and instalments in which the contract price will be paid.
- 7. The contractor shall be entitled to advance payment subject to the provisions of Section 4 of Annex "E".
- 8. The procuring entity shall define the quality control procedures for the design and construction in accordance with agency guidelines and shall issue the proper certificates of acceptance for sections of the works or the whole of the works as provided for in the contract documents.
- 9. The contractor shall provide all necessary equipment, personnel, instruments, documents and others to carry out specified tests.
- 10. All projects shall have a minimum Defects Liability Period of one (1) year after contract completion or as provided for in the contract documents. This is without prejudice, however, to the liabilities imposed upon the engineer/architect who drew up the plans and specification for a building sanctioned under Section 1723 of the New Civil Code of the Philippines.
- 11. The contractor shall be held liable for design and structural defects and/or failure of the completed project within the warranty periods specified in Section 62.2.3.2 of the IRR.

The project shall cover the detailed design, supply of labor and materials for deepwell drilling and pipelaying pursuant to the contract drawings, technical specifications and Terms of Reference enclosed herein.

The deepwell facility will be located at Pajarillo St., Brgy. Pao, Manaoag, Pangasinan while the pipelaying will be run through from this location, traversing a barangay and national road all the way to the newly constructed reservoir at Brgy. Sapang, Manaoag, Pangasinan.

Provision for interconnection and by-pass connection to the reservoir, existing pipeline system and to distribution system shall be carried out.

The acquisition and payment of all building and excavation permits, clearances and all other permit necessary in the project implementation shall be the responsibility of the contractor. The Manaoag Water District shall provide all assistance whenever necessary.

# IV. CONCEPTUAL DESIGN / SPECIFICATIONS / PARAMETERS / OTHER REQUIREMENTS

#### A. SCOPE

- Contractor shall conduct geo-resistivity survey to determine and confirm the
  previously conducted study by the District as to the exact location and depth of
  water table.
- 2. Deepwell shall be drilled according to the provided specification. All materials indicated are to be complied. Well shall be developed according to acceptable standards set by the LWUA, DPWH, MANWAD and other local and international procedures.
- 3. Pipelaying shall be conducted according to set standards and procedures considering the trench depth per pipe size, sand bedding, ground covering, and pipe connections.
- 4. Contractor shall prepare and submit design drawings and other pertinent design documents of the deepwell and pipelaying prior to construction. All designs shall be based on the latest edition of the NSCP, DPWH, LWUA, ANSI/AWWA and other regulators.

#### B. WELL DEVELOPMENT AND CLEANING

- 5. Gavel pack shall be provided around annular space around casing and screens from bottom up fifteen (15) meters below ground level. Size of gravel shall be determined by the District and the driller in accordance to set standards of which the purpose is to minimize if not totally block entrance of solids that might compromise the potability of the water.
- 6. Drilling mud should be deflocculates with a polyphosphate solution.
- 7. Well should be developed by the following but not limited to these procedures:
  - 1. High velocity water jetting
  - 2. Surging and bailing
  - 3. High pressure airlifting
- 8. Well should be tested for the following:

- 1. Step (5) drawdown pump test at 1-hour duration using 40hp pump and motor
- 2. Continuous constant discharge rate pumping test using 40hp pump and motor
- 3. Recovery test
- 4. Physical and Chemical Test / Water quality analysis of raw water

#### C. PIPE LEAK TEST AND DISINFECTION

9. Pipelines should be leak tested by inducing pressurized water up to 120 psi and holding it for at least 24-hours. Acceptable pressure drop is less than 5 psi.

## D. DEMOBILIZATION AND RESTORATION

- 10. After well drilling, work site should be cleared and restored properly. All excess materials, diggings, sump wells, and all temporary facilities should be removed and areas used restored as much as possible to its original state.
- 11. After pipelaying, all trenches shall be restored to its original state, especially trenched along roads and highways.

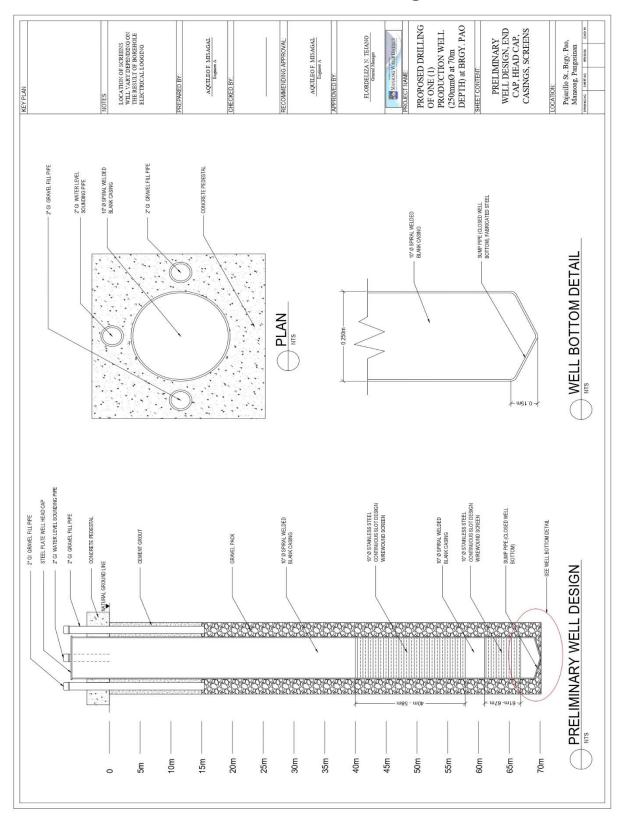
## E. OTHER QUALIFICATIONS

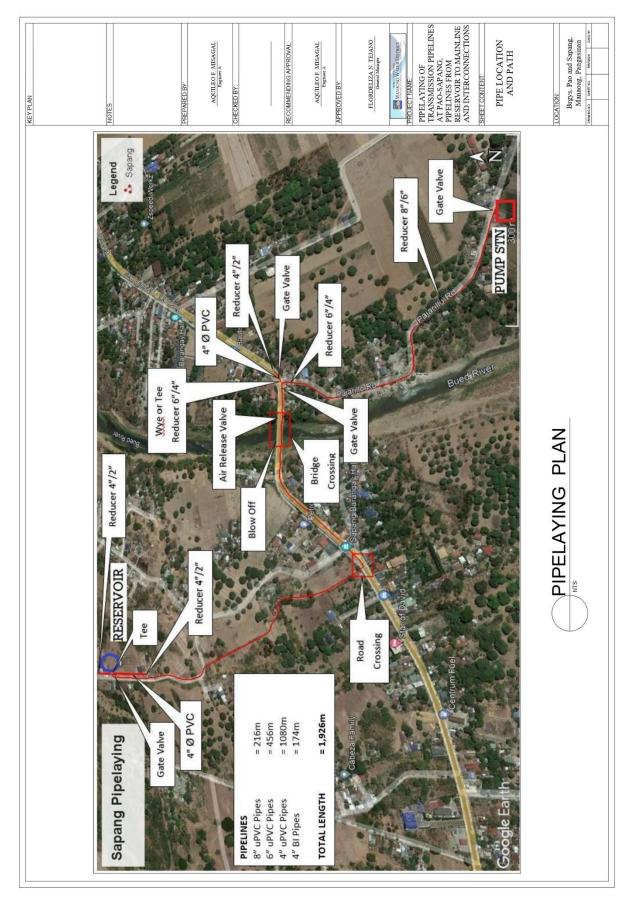
0000000

10 10 10 10 N

The bidder shall provide a certification of no pending works signed by Manaoag Water District. This is to ensure the bidder's conformity to the project schedule and has not encountered any preventable delays from past projects of Manaoag Water District.

# Section VII. Drawings





# Section VIII. Bill of Quantities

## **Notes on the Bill of Quantities**

## **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

## **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the

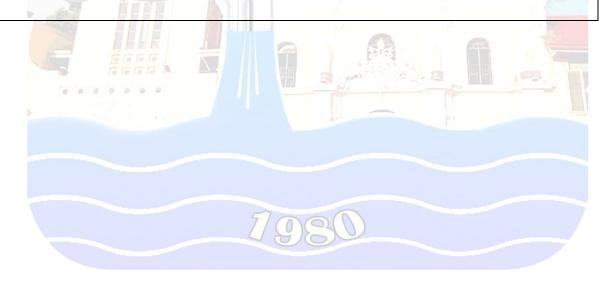
future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

#### **Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.



Project Name:	<b>Exploratory Well Drilling of Pao Deepwell with 70m Depth Pilot Hole and</b>
	250mm (10") Spiral Welded Steel Well Casing and Pipelaying of
	Transmission, Main and Service Lines with Interconnections along Barangays
	Pao and Sapang, Manaoag, Pangasinan
Location:	Brgys. Pao and Sapang, Manaoag, Pangasinan
Funding	District Fund
Source:	

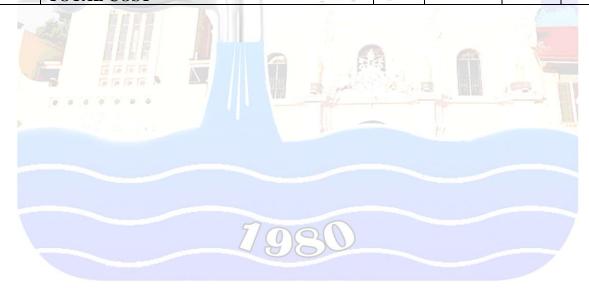
BILL OF QUANTITIES

Item	Description Description	Unit	Quantity	Unit	Total
No.				Cost	Cost
P. J.	WELL DRILLING		. V//A T		
1	GEORESISTIVITY SURVET	LS	1.00		
	Including Hard and Electronic Copies of Result				
2	MOBILIZATION	LS	1.00		
3	CONSTRUCTION OF TEMPORARY FACILITIES				
3.1	Contractor's Field Office and Bunkhouse	LS	1.00		
3.2	Temporary Fence	LS	1.00		
4	CONSTRUCTION SAFETY AND HEALTH PROGRAM	8		4	
4.1	Signage, Warning Device and Barricades	LS	1.00		
4.2	Personal Protective Equipment (PPE) and First Aid Supplies	LS	1.00	7	
5	SITE PREPARATION Preparation of Rig Foundation, Mudpit Canal and Borehole Guide	LS	1.00		
6	SETTING UP OF RIG INCLUDING TEST RUN	LS	1.00		
7	DRILLING OF 200mmØ PILOT HOLE	LM	70.00		744
	Including strata sampling every one (1) meter interval from 1m to 70m				
8	GEOPHYSICAL BOREHOLE LOGGING OF PILOT HOLE	LS	1.00		
	Including fee of hydrogeologist for the signing and sealing of logging result with recommended final well design and electronic file of logging result as required				
9	WELL PLUMBNESS AND ALIGNMENT	LS	1.00		
10	REAMING OF PILOT HOLE TO 400mm BOREHOLE	LM	70.00		
11	FURNISHING AND INSTALLATION OF 250mmØ SPIRAL WELDED STEEL CASING WITH MINIMUM THICKNESS OF 9mm	LM	46.00		

	T		1		
	Including 6.0m sump pipe with tapered bottom				
	and end cap (SEE DRAWING DETAIL OF				
	SUMP PIPE AND WELL TAPERED				
	BOTTOM)				
12	FURNISHING AND INSTALLATION OF	LM	24.00		
	250mmØ STAINLESS STEEL				
	CONTINUOUS SLOT DESIGN				
	WIREWOUND SCREEN, CONSTRUCTED				
	OF VEE-WIRE TRAPEZOIDAL WIRE,				
4	RESISTANCE WELDED JUNCTIONS,				
	SLOT SIZE 60 AND 3.0m EACH SECTION				
13	FURNISHING AND INSTALLATION OF	LM	55.00		
13	GRAVEL PACK ON ANNULAR SPACE	711	33.00		
	AROUND CASING AND SCREENS FROM				
	WELL BOTTOM TO 15.0m BELOW				
	GROUND LEVEL	4			
14	DEFLOCCULATE DRILLING MUD WITH	LS	1.00		
14	POLYPHOSPHATE SOLUTION	LS	1.00		
15	WELL DEVELOPMENT BY HIGH	HRS	12.00		
13	VELOCITY WATER JETTING	пкэ	12.00		
	Including bailing out of settlements	t stb			
16	DEVELOPMENT BY SURGING	HDC	24.00		
16		HRS	24.00		
17	Including bailing out of settlements	IIDC	12.00		
17	DEVELOPMENT BY HIGH PRESSURE	HRS	12.00	19 600	
40	AIRLIFTING	T 0	1.00	1	
18	STEP DRAWDOWN PUMP TEST WITH	LS	1.00		
-	FIVE (5) STEPS AT ONE (1) HOUR				
	DURATION USING 40hp PUMP AND	1 1/2 /2 /		. P.	
	MOTOR			-	1
<b>•</b>	Including two (2) hours flushing. Each step		P-7		
	carried out in succession with discharge rate		111		
	increasing in equal fraction with estimated				
	discharge of more than 40 lps				
19	CONTINUOUS CONSTANT DISCHARGE	HRS	72.00		
	RATE PUMPING TEST USING 40Hp PUMP				
	AND MOTOR			7	
	Estimated Q higher than 40 lps, including bailing				
	out of remaining sand and other settlements				
20	RECOVERY TEST	HRS	12.00		
21	WATER QUALITY ANALYSIS OF RAW	LS	1.00		
	WATER				
	Including signed and original reports				
22	FURNISHING AND INSTALLATION OF	LS	1.00		·
	TWO (2) SETS 50mm GRAVEL FILL PIPE				
	AND 50mm WATER LEVEL SOUNDING				
	PIPE WITH SCREW CAP (GI)				

23	CEMENT GROUTING OF ANNULUS	LM	15.00		
	USING FAST CURING SPECIALTY				
	GROUT FROM NATURAL GROUND				
	LEVEL TO 15m BELOW NGL				
24	FURNISHING AND INSTALLATION OF	LS	1.00		
	WELL HEAD CAP, CONCRETING OF				
	PEDESTAL AND PAINTING OF FILL				
	PIPES, SOUNDING PIPES AND PEDESTAL				
	PIPELAYING				
	PIPELINES AND APPURTENANCES				
25	Transmission Pipelines				
25.1	200mm (8") uPVC Pipes Series 8 Mechanical	LM	216		
× ±	Seal (machine installed Integrated Seal of EPDM				
	Rubber with metal reinforcement); conform to				
	requirements of the Philippine National Standard				
	Specifications for Unplasticized Polyvinyl		8		
	Chloride (uPVC) pipes for Potable Water Supply				
	(PNS 65 – Technical Standard Specification) and		Sir		
	approved by the Bureau of Product Standards		Eller		
27.0	(BPS)	40	17.5		
25.2	150mm (6") uPVC Pipes Series 8 Mechanical	LM	456		
	Seal (machine installed Integrated Seal of EPDM	1 111			
	Rubber with metal reinforcement); conform to	-	· /	0/2	100
P	requirements of the Philippine National Standard Specifications for Unplasticized Polyvinyl				
	Chloride (uPVC) pipes for Potable Water Supply	0.		1	
	(PNS 65 – Technical Standard Specification) and	\$ 1			
	approved by the Bureau of Product Standards	1		9	The state of the s
	(BPS)		The same and	-	100
25.3	100mm (4") uPVC Pipes Series 8 Mechanical	LM	1080		744
20.0	Seal (machine installed Integrated Seal of EPDM	23,11	1000		
	Rubber with metal reinforcement); conform to				
	requirements of the Philippine National Standard				
	Specifications for Unplasticized Polyvinyl				
	Chloride (uPVC) pipes for Potable Water Supply				
	(PNS 65 – Technical Standard Specification) and				
	approved by the Bureau of Product Standards				
	(BPS)				
26	Valves and Fittings				
	Brass / Ductile Iron / Cast Iron with PN16 –				
	PN25 Pressure Rating, Industrial Grade	- ~	4		
26.1	% Total Pipeline Cost (maximum)	LS	1.00		
27	APPURTENANCES				
27.1	Blow-off valve 75mm	EA	1.00		
27.2	Air release valve 50mm	EA	1.00		

20	DDIDGE / CHI VEDE CDOCCING /				
28	BRIDGE / CULVERT CROSSING /				
	FABRICATED FITTINGS / SUPPORTS				
28.1	100mm (4") B.I. Pipe (Schedule 40 STD)	LM	174		
	incl. brackets/supports, paintings, fabrications				
29	PAVEMENT DEMOLITION AND				
	RESTORATION				
29.1	Concrete pavement demolition	LM	320		
29.2	Concrete / asphalt surface restoration	CUM	89.6		
29.3	Sand bedding	CUM	495		
30	WATER TREATMENT / HYDROTESTING				
30.1	Pipe disinfection (High Concentrate Chlorine	LS	1.00		
	Injection)		, V// A \		
P =	Hydrotest: 120 psi for at least 24- hours				
31	LABOR				
31.1	Excavation and backfilling	LM	1752		
31.2	Pipelaying, Interconnection, Cross Roads, Bridge				
	Crossing	9			
31.2.1	8" Pipe	LM	216		
31.2.2	6" Pipe	LM	456		
31.2.3	4" Pipe	LM	1254		
32	DEMOBILIZATION, SITE CLEARING	LS	1.00	F	
	AND RESTORATION				
	TOTAL COST	_			



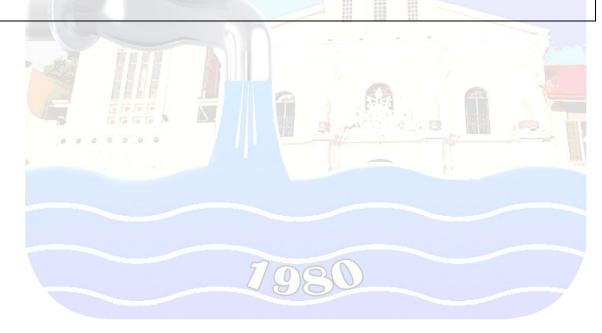
# Section IX. Checklist of Technical and Financial Documents

#### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.



# **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

#### Class "A" Documents

Legal Do	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
(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;
(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;
(e)	Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).
<u>Technica</u>	l Documents
(f)	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;
(g)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
(h)	Philippine Contractors Accreditation Board (PCAB) License; Special PCAB License in case of Joint Ventures;
	registration for the type and cost of the contract to be bid;
(i)	Original copy of Bid Security. If in the form of a Surety Bond, submit also a
	certification issued by the Insurance Commission;
(*)	Original copy of Notarized Bid Securing Declaration;
(j)	Project Requirements, which shall include the following:
$\vdash$	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;
(k)	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.

<u>Financia</u>	<u>l Documents</u>
(1)	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
101 BL	from the date of bid submission;
(m)	The prospective bidder's computation of Net Financial Contracting Capacity
	(NFCC).
	Class "B" Documents
$\square$ (n)	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;
	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.
	that the bid is successful.
FINANC	IAL COMPONENT ENVELOPE
	Original of duly signed and accomplished Financial Bid Form;
	Original of duty signed and accomprished I maneral Bid I offit,
Other do	cumentary requirements under RA No. 9184
(p)	Original of duly signed Bid Prices in the Bill of Quantities;
(q)	Duly accomplished Detailed Estimates Form, including a summary shee
(4)	indicating the unit prices of construction materials, labor rates, and equipmen
0 0	rentals used in coming up with the Bid;
(r)	Cash Flow by Quarter.
	7000
	1880

II.

