

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

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 contract, 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.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – BangkoSentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



Republic of the Philippines
CITY OF KORONADAL WATER DISTRICT

Blk. 1, Casa Subd., Brgy. Zone III, City of Koronadal
Tel nos. (083)228-4049, 520-0674, Fax no. (083)228-8141
E-mail Address: ckwd_koronadacity@yahoo.com
Website: www.ckwd.gov.ph



INVITATION TO BID FOR
Re-drilling of One (1) Exploratory/Production Well
at PS No. 04: Sta. Cruz Pumping Station

1. The City of Koronadal Water District, through the Corporate Fund 2023 intends to apply the sum of One Million Nine Hundred Forty Six Thousand Fifty Pesos (Php 1,946,050.00), being the ABC to payments under the contract for Construction of Re-drilling of One (1) Exploratory/Production Well at PS No. 04: Sta. Cruz Pumping Station (CKWD-BAC-23-03-04). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The CKWD now invites bids for Well shall be drilled at Purok Matibay, [Barangay Sta. Cruz](#), City of Koronadal, South Cotabato. The Work shall include but not limited to the supply of equipment, materials and labor for the drilling of one (1) unit of 500mm diameter borehole to about 100m depth, refer to **Section VII (Drawing) and Section VIII (Bill of Quantities). Completion of the Works is required Sixty (60) calendar days upon receipt of Notice to Proceed.** 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 (Instruction to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from City of Koronadal Water District and inspect the Bidding Documents at the address given below during 8:00am to 5:00pm, weekdays only.
5. A complete set of Bidding Documents may be purchased by interested Bidders on **March 9, 2023- March 30, 2023** from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount Php 5,000.00.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the City of Koronadal



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Website: www.ckwd.gov.ph



Water District, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The City of Koronadal Water District will hold a Pre-Bid Conference on March 17, 2023 at 1:30p.m. at City of Koronadal Water District Administration Building, Block 1, Casa Subdivision, Brgy. Zone 3, Koronadal City which shall be open to prospective bidders.
7. Bids must be delivered to the address below on or before **March 30, 2023 at 12:00 noon**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **March 30, 2023 at 1:30 p.m.** at City of Koronadal Water District, Administration Building, Block 1, Casa Subdivision., City of Koronadal. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
10. The City of Koronadal 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

BAC Secretariat: Nancy G. Bagaforo/ Ryele B. Barro/ Louise Mycee R. Subaldo
Name of Office: City of Koronadal Water District
Address: City of Koronadal Water District Administration Building, Block. I,
Casa Subdivision, Zone-III, City of Koronadal
Telephone (083) 228-4049
Facsimile No.: (083) 228-8141
Mobile Number: 09486540266
Email Address: ckwdbac@gmail.com
mycsubaldo@gmail.com



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12. You may visit the following websites:

For downloading of Bidding Documents:
CKWD Website: www.ckwd.gov.ph
PhilGeps: www.philgeps.gov.ph

Date of Issue: March 9, 2023

Sgd.

ENGR. JONATHAN Q. GADAYAN

CKWD-BAC Chairperson



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Section II. Instructions to Bidders



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1. Scope of Bid

The Procuring Entity, *City of Koronadal Water District* invites Bids for the Re-drilling of One (1) Exploratory/Production Well at PS No. 04: Sta. Cruz Pumping Station, with Project Identification Number *CKWD-BAC-23-03-04*.

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 Corporate Fund 2023 in the amount of *Php* 1,946,050.00.

2.2. The source of funding is the 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



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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 Procuring Entity has prescribed that “Subcontracting is not allowed”.

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 City of Koronadal Water District Administration Building, Block 1, Casa Subdivision, Brgy. Zone 3, Koronadal City 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



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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.



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- 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 *120 calendar days* upon 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

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



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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 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.



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20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																						
5.2	<p>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.</p> <p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work.</p> <p style="text-align: center;">Well Drilling</p>																					
7.1	Subcontracting is not allowed.																					
10.3	<ul style="list-style-type: none"> ✓ Valid Certificate of PhilGEPS Registration ✓ Valid Certificate of NWRB Registration ✓ Valid PCAB License with specialty classification in well drilling 																					
10.4	<p>The minimum work experience requirements for key personnel are the following:</p> <p><u>Key Personnel General Experience Relevant Experience</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Project Manager</td> <td style="width: 20%; text-align: center;">7 years</td> <td style="width: 20%; text-align: center;">7 years</td> </tr> <tr> <td>Materials Engineer</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> <tr> <td>Drilling Rig Operator</td> <td style="text-align: center;">5 years</td> <td style="text-align: center;">5 years</td> </tr> <tr> <td>Project Foreman</td> <td style="text-align: center;">3 years</td> <td style="text-align: center;">3 years</td> </tr> </table>	Project Manager	7 years	7 years	Materials Engineer	3 years	3 years	Drilling Rig Operator	5 years	5 years	Project Foreman	3 years	3 years									
Project Manager	7 years	7 years																				
Materials Engineer	3 years	3 years																				
Drilling Rig Operator	5 years	5 years																				
Project Foreman	3 years	3 years																				
10.5	<p>The minimum major equipment requirements are the following:</p> <p><u>Equipment Capacity Number of Units</u></p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Drilling Rig</td> <td style="width: 30%;">Rotary</td> <td style="width: 30%; text-align: center;">1</td> </tr> <tr> <td>Air Compressor</td> <td style="text-align: center;">750 cfm</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Electromechanical Equipment</td> <td style="text-align: center;">40 hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Water Tanker</td> <td style="text-align: center;">5 m³</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Boom Truck</td> <td style="text-align: center;">3 tons</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Generator Set</td> <td style="text-align: center;">125 kVA</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Welding Machine</td> <td style="text-align: center;">350 Ampere</td> <td style="text-align: center;">1</td> </tr> </table>	Drilling Rig	Rotary	1	Air Compressor	750 cfm	1	Electromechanical Equipment	40 hp	1	Water Tanker	5 m ³	1	Boom Truck	3 tons	1	Generator Set	125 kVA	1	Welding Machine	350 Ampere	1
Drilling Rig	Rotary	1																				
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Boom Truck	3 tons	1																				
Generator Set	125 kVA	1																				
Welding Machine	350 Ampere	1																				
12	No further instruction.																					
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:																					

	<p>a. The amount of not less than <u>Php 38,921.00</u><i>[Insert two percent (2%) of ABC]</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <u>Php 97,302.50</u><i>[Insert five percent (5%) of ABC]</i> if bid security is in Surety Bond.</p>
19.2	<p>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> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
20	<p>Registration Certificate (SEC/DTI/ CDA)</p> <p>Valid Business/Mayor's Permit</p> <p>Tax Clearance (BIR)</p>
21	<p>List additional contract documents relevant to the Project:</p> <ol style="list-style-type: none"> 1. Construction Schedule 2. Manpower Schedule 3. Equipment Utilization Schedule 4. PERT/CPM or other acceptable tools of project scheduling

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

2. **Sectional Completion of Works**

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

3. **Possession of Site**

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**

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. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	The Intended Completion Date is 60 calendar days upon receipt of Notice to Proceed.
4.1	The Contractor shall employ the following Key Personnel: Refer to Manpower Schedule in Technical Documents required
6	No further instruction
7.2	Five (5) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within five (5) calendar days of delivery of the Notice of Award.
11.2	The period between Program of Work updates is monthly. The amount to be withheld for late submission of an updated Program of Work is 10% of actual work completion.
13	The amount of the advance payment is fifteen percent (15%) of the Contract Price and schedule of payment is lump sum.
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	As built drawing is not required.
15.2	Not Applicable
16	Each Bidder shall submit one (1) original copy and two (2) duplicate copies of the first and second components of its bid.

Section VI. Specifications

A. General

a. Technical Definitions

The following definitions shall apply:

1. Borehole - means any drilled section of boring before completion as defined in well below.
2. Casing - means unslotted or non-perforated lining tubes.
3. Development Equipment - means high velocity jetting tool, airlift equipment, surge plunger and all other equipment needed to develop the well.
4. Diameters - means nominal diameters unless otherwise stated.
5. Drilling Rig - means the drilling equipment and the auxiliary equipment for its operation.
6. Drilling Unit - as defined in Section B.b.
7. Final Well Design - means the drawing and description prepared by the Engineer upon completion of drilling specifying the final well construction.
8. Lining Materials - means any casing, screen, slotted lining or perforated lining tube whether permanently or temporarily installed in the borehole.
9. Screens - means uPVC screens, or slotted or perforated lining tube.
10. Preliminary/Tentative Well Design - means the Contract Drawing showing the estimated quantities of the work.
11. Well - means any completed hole in which all lining material has been set, all grouting completed and all temporary lining removed.

b. Contract Duration

The Contractor shall complete all work item indicated in the contract within sixty (60) calendar days upon issuance of the Notice to Proceed (NTP)/ Purchase Order (PO)

c. Technical Standards

All materials or workmanship shall comply with the Specifications. Other standards equal or superior to those enumerated in this Specification, shall be acceptable, subject to the approval of the Engineer. The opinion of the Engineer must be obtained prior to utilizing such materials or workmanship on or off the site.

d. Water Supply and Illumination

In the absence of adequate quantities of water or illumination required for drilling at the drilling site, the Contractor shall make such arrangements including the provision for mobile tanks or fixed tanks as may be necessary to ensure a supply of water and illumination sufficient for drilling operations.

e. Electrical Power Supply

1. The Contractor will make arrangements as may be necessary for the connection of or supply of power to the site.

2. Payment for the provision of electrical power supplies as specified in Section A.d.1. shall be deemed to be included in the rates entered in the Bid Form for setting up equipment at the site, drilling rates and rates entered for operation of pumping unit.

f. Storage of Inflammables

The Contractor shall comply with all local authority regulations applicable to the use and storage of diesel oils, petrol, paraffin and other inflammable fuels used by him/her on the site, and shall ensure that adequate precautions are taken against fire.

g. Boundaries of Work

The Owner shall provide land or rights-of-way for the work specified in this Contract and make suitable provisions for ingress and egress, and the Contractor shall not enter or occupy with men, tools, equipment or material, any ground outside the property of the Owner without the written consent of the Owner of such property. Other Contractors and employees or agents of CKWD and/or the Owner may, for all necessary purposes, enter upon the work and premises used by the Contractor, and the Contractor shall conduct his/her work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

h. Access Roads

Construction or improvement of access roads to the wells shall, unless otherwise agreed, be done by the Contractor at his/her own cost, which is deemed to be included in the contract sum. The access road shall be kept in proper condition during the entire construction period.

i. Protection of Site

1. Except as otherwise provided herein, the Contractor shall protect all structures, walks, pipelines, trees, shrubberies, lawns, etc., during the progress of his/her work, shall remove from the site all drill cuttings, debris, and unused materials, and shall upon the completion of the work restore the site as nearly as possible to its original condition, including removal of access tracks and the replacement, at the Contractor's sole expense, of any facility or landscaping which has been damaged beyond restoration to its original condition, all to the satisfaction of the Engineer.
2. Water pumped from the well shall be conducted to a place approved by the Engineer where it will be possible to dispose the water without damage to property or creation of a nuisance.

j. Site to be kept Tidy

The Contractor shall, at all times, keep the site and all working areas in a tidy and workmanship condition and free from rubbish and waste materials.

k. Temporary Buildings for Use by Contractor

The Contractor shall provide at the site of the works such temporary buildings, tanks, workshops, etc. as may be necessary and proper for his/her general use in connection with the works, and for the use of persons employed by him/her.

The nature of the buildings, tanks, etc. and the positioning of them shall be subject to the prior approval of the Engineer and the relevant authorities.

l. Shop Drawings

1. The Contractor shall if requested by the Engineer prior to start of each operation, produce for the Engineer's approval shop drawings showing details of technical operations such as test of plumbness and alignment, the method of the slotted casing production, if so required, the methods of placement of formation stabilizer and/or cement grout, the arrangement for well testing, the method for well development and all other drawings pertinent to the well drilling, well construction operations and well development as requested by the Engineer.
2. Shop drawings shall be completed with respect to dimensions, design criteria, materials, methods of constructions and the like to enable the Engineer to review the information as required.

m. Well Head Protection

1. At all times during the progress of the work, the Contractor shall protect the well in such manner as to effectively prevent either tampering with the well or the entrance of foreign matter into it, and upon its completion he shall provide and install a well head cap satisfactory to the Engineer.
2. In the event that the well becomes contaminated or that water having undesirable physical or chemical characteristics has entered the well due to the negligence of the Contractor, he/she shall at his/her own expense perform such work or supply casings, seals, sterilizing agents or other materials as may be necessary to eliminate the contamination or to exclude any undesirable water in the well.

n. Transport of Personnel and Equipment

1. The Contractor shall supply and operate all transport required for transporting his/her employees, materials and equipment.
2. The cost of movement of personnel, materials and equipment shall be included in the rates given for drilling, development and pump operation.

o. Site Preparation and Reinstatement

1. The Contractor shall prepare the site, provide all necessary tanks and pits and make all necessary arrangements for erecting and dismantling the drilling unit and shall reinstate the site on completion of such phase of work to the satisfaction of the Engineer.
2. Payment shall be deemed to be included in the items entered in the Bid Form for erection and dismantling of drilling rigs.

p. Standing Time

Standing time will be paid only when drilling is suspended on the written instruction of the Engineer beyond ten (10) days cumulative and for reasons not attributable to the Contractor.

B. WELL DRILLING

a. Scope

1. The Contractor shall provide and operate three or more mobile Rotary Drilling Units required to complete the works within the contract period.
2. The Contractor shall provide all auxiliary equipment, lubricants, fuels and spares necessary to keep the drilling rig(s) in continuous operation.

b. Equipment

1. The drilling rig(s) together with all auxiliary equipment and personnel shall be defined as the Drilling Unit(s).
2. The drilling rig(s) together with all auxiliary equipment MUST be in good working condition and the rig MAST should have a vertical height of AT LEAST ten (10) meters.
3. All rigs shall have sufficient capacity to drill the specified borehole(s) in the diameters specified in the tentative well design(s) to a depth which is min. 25% higher than indicated in the Section VII (Drawing).
4. Payment for drilling will be by the linear meter of borehole as measured after removal of drill string. The rates set against drilling items in the Bid Form shall be deemed to include all equipment, personnel, fuels and lubricants and the accessories required for operation of the Drilling Unit.
5. When the Drilling Unit is being used for a purpose other than drilling, then the rates for that purpose entered in the Bid Form shall be deemed to include the running costs of the Drilling Unit.

c. Drilling Method

1. All drilling shall, unless otherwise specified in the Special Conditions of the Contract, be performed with the rotary drilling method.
2. The Contractor shall drill the hole to such depth and with such a diameter which shall enable an easy installation of casing and screen and placement of gravel envelope with a uniform thickness as specified, if required. During drilling of the hole, the Contractor shall ensure that the natural permeability of the yielding strata near the well bore is not irreversibly reduced due to the drilling method employed.

d. Drilling Mud

1. Biodegradable mud (Revert® or similar) should be used and shall be the basis for the priced offer. The Contractor is to specify the kind and make of the additive and its properties in Section VI of the Bidding Documents.
2. Bentonite, if used, shall be of premium quality in accordance with API Standard 13A with 150 kg/cum of make-up water yielding a mud with a viscosity of between 35 and 40 seconds using a Marsh Funnel and a mud weight of less than 1.10 kg/l (9.2 lb/US gal.).
3. Make-up water shall be treated with caustic soda (soda ash) to maintain the pH between 8.0 and 9.0 prior to mixing mud.

4. During drilling with mud the Contractor shall perform hourly or per meter (as directed by the Engineer) measurements of the following mud characteristics:

- pH value
- Specific gravity
- Sand content
- Filtration loss
- Filter cake thickness
- Funnel viscosity

The recorded mud characteristics shall not exceed the following values, without the prior approval of the Engineer:

- Specific gravity : 9.5 lb/gal. (1142 kg/m³)
- Sand content : 4%
- Filtration loss : 10 ml
- Filter cake : 1.5 mm

e. Working Hours

All work from start of drilling of the borehole until completion of well development shall, if the rotary drilling method is applied, be on a round the clock basis.

C. WELL CASING

a. Casing Material

1. The Contractor shall, before commencement of work, submit for the approval of the Engineer the following details of all casing:
 - a. Type of material
 - b. Internal diameters
 - c. Wall thickness
 - d. Method of jointing
2. All permanent casing material shall be of new stock unless otherwise specified in these documents.
3. The Contractor shall assume responsibility for any casing failure and shall correct, as approved by the Engineer, any casing failure at no cost to the Owner. In the event that the Contractor cannot correct a casing failure, the Contractor shall replace the casing with material complying with the Specifications, or if necessary, better casing as approved by the Engineer at no extra cost for CKWD.

b. Temporary Casing

The Contractor shall provide such temporary casing to prevent the collapse of any formation during the drilling operation to allow the well to be sunk to the specified depth and to allow the insertion of permanent lining material as required.

c. Gravel Fill Pipe

The Contractor shall provide and install the gravel fill pipe as specified in the Section VII (Drawing). Gravel fill pipe material shall be of GI Pipe (S-40) and uPVC Pipe (S-10). Both materials shall be food grade and suitable for water related purposes.

d. Lining Installation

1. Lining material shall be assembled and located in the well at the required depth in a continuous operation. The lining material shall be set concentric within the borehole by centralizing bars unless otherwise agreed with the Engineer.
2. If the lining jams or is lost before it is set to the specified depth, the Contractor shall endeavor to remove the lining material from the well or, if unable to effect removal, shall redrill the well and replace the lining material at his/her own expense.

e. Lining Material Accessories

1. The Contractor shall provide as necessary the following accessories to set the lining material to the required depth:
 - a. Centralizers to be affixed to the lining material at intervals of 12 m to locate the lining material in the center of the drill hole;
 - b. Supporting clamps, equipment and tools;
 - c. Reducing cones and connecting pieces;
 - d. Casing hangers
 - e. All other necessary equipment.
2. Except where expressly provided, all accessories shall be deemed to be included in the Bid Form for the provision and insertion of lining material.

f. Testing for Plumbness and Alignment

1. All boreholes shall be constructed, plumb and true to line as defined herein. To demonstrate the compliance of his/her work with this requirement, the Contractor shall furnish all labor, tools and equipment and shall provide the detailed drawings and the description of the tests to the satisfaction of the Engineer.
2. Tests for plumbness and alignment must be made after the complete construction of the well and before its acceptance. Additional tests, however, may be made by the Contractor during the performance of the work. No specific payments shall be made for making these tests.
3. Should the results of the tests for plumbness and alignment show that the plumb bob or dummy fails to move freely throughout the length of the

lining or borehole to a depth of the lowest anticipated pump setting and should the well vary from the vertical in excess of two-thirds of the smallest inside diameter of that part of the well being tested or beyond the limitations of this test, the plumbness and alignment of the well shall be corrected by the Contractor at his/her own expense. Should the Contractor fail to correct such faulty alignment or plumbness, the Engineer may refuse to accept the well and the Contractor shall drill a new well without charge to CKWD and/or the Owner.

D. WELL SCREENS

a. Scope

The Contractor shall provide and install the well screens specified in the Section VII (Drawing), unless otherwise specified in this section.

b. Type of Screens

1. The type of screens shall be as specified in the Section VII (Drawing) and in this section.
2. Slotted screens, if specified for installation, shall be so fabricated as to ensure the maximum yield of the well and to prevent clogging and encrustation and shall be free from jagged edges and irregularities that may accelerate clogging or corrosion.

c. Responsibility for Malfunction

1. The Contractor shall assume full responsibility for any malfunction of the screen caused by inadequate installation procedure and shall undertake any correction as approved by the Engineer at no extra cost to the Owner.
2. The screen must have no change of alignment at any of its joints after installation. If requested by the Engineer, the Contractor shall submit for approval by the Engineer the design and method of construction and installation of the screen.
3. In the event that the Contractor cannot correct a screen failure, the Contractor shall replace the screen with material complying with the specifications of this Contract at no extra cost to the Owner.

d. Screen Strength

The screens shall have adequate strength to resist the external forces that may be applied during and after installation.

e. Screen Accessories

All fittings, packers, couplings, joints, plugs and seals used during installation of well screen together with the installation procedure, shall be to the approval of the Engineer.

E. FORMATION STABILIZER/GRAVEL PACK

a. Scope

The Contractor shall provide and install formation stabilizer, or gravel pack if specified in the Section VII (Drawing) and this section.

b. Material

1. The formation stabilizer/gravel pack material shall consist of well rounded, water-worn siliceous grains. Angular chipping or road stone must under no circumstances be used as formation stabilizer/gravel pack material.
2. The Contractor shall, during the mobilization period, submit to the Engineer for his/her approval, samples of the formation stabilizer he/she proposes to use, stating the source of the formation stabilizer, quantities available, rate of delivery and any other information requested by the Engineer.

c. Method of Installation

1. The method of placing the formation stabilizer/ gravel pack in the annulus shall be such that separation of the gravel and bridging is avoided.
2. The formation stabilizer/gravel pack shall immediately upon completion of lining installation, be placed in the annulus between the borehole and the lining, in the screened section(s) of the lining, as specified in the Final Well Design.
3. If the borehole was drilled by the rotary method, installation of formation stabilizer/ gravel pack shall be done by circulation of the drilling mud.

F. WELL DEVELOPMENT

a. Scope

1. The Contractor shall furnish compressors, surge plungers, jetting tools, electric generators, chemicals and any other equipment required for satisfactory well development and shall undertake the development as directed by the Engineer.
2. Development shall, if the percussion drilling method is applied, comprise surging with plunger and development by airlifting unless otherwise specified in this section.
3. Development shall, if the rotary method is applied, comprise deflocculation, high velocity jetting in continuous slot screens, surging with plunger in slotted screens and development by airlifting, unless otherwise specified in this section.

b. Surging with Plunger

1. Upon completion of installation of lining or formation stabilizer/gravel pack, the Contractor shall develop the well by mechanical surging with a valve-type surge plunger approved by the Engineer.

2. Before start of surging and with 1 hour intervals during the surging operation, the depth to the well bottom and to top of gravel pack shall be recorded.
 3. Surging shall be continued until accumulation of sediments in the sump pipe, during a 1 hour period surging operation, is negligible.
- c. Deflocculation (applicable for rotary method only)**
1. Upon completion of installation of lining or formation stabilizer/gravel pack, the drilling mud shall immediately be displaced from the well by pumping clean water into the sump pipe.
 2. Mud displacement shall immediately be followed by injection and/or jetting through the screened sections with a mud thinner to deflocculate the mud cake on the borehole wall. The well shall then be left for 12-24 hours before developing is continued, to allow the mud thinner to react.
- d. High Velocity Jetting**
1. After the deflocculation material has been allowed to work for 12-24 hours all sections screened with continuous slot screens shall be developed by high velocity jetting
 2. The jetting tool shall be equipped with two or four nozzles. The nozzle design shall be such that it produces a concentrated jetting action. The tool shall be presented to the Engineer for approval before start of drilling operation.
 3. The jetting tool shall be supplied with water through a high-pressure pump capable of producing a nozzle velocity of 50-70 m per second. The pump shall be equipped with a suitable pressure gauge on the discharge side to facilitate monitoring of nozzle velocity.
 4. The development shall be carried out by slowly rotating the jetting tool and gradually lowering it in order to cover the entire surface of the screen.
 5. At the same time as the high velocity jetting is performed, the well shall be discharged with a discharge rate slightly higher than the discharge rate from the jetting tool.
 6. Each section of the screen shall be jetted until the return water is free from drilling mud, but no section shall be jetted less than 20 minutes per meter of screen.
- e. Development by Airlifting**
1. Upon completion of high-velocity jetting, and/or surging with plunger, the well shall be discharged by the airlifting method.
 2. The compressor used for pumping by airlifting shall be capable of developing a minimum pressure of not less than 250 psi. The delivery shall be no less than 21.25 cum air per minute.
 3. The quantity of water discharged from the well and the drawdown in the well at the commencement of the development shall be limited and shall be gradually increased only as the water clears. From time to time the air

flow shall be stopped to facilitate loosening of trapped sand grains. The well may also be backwashed by pumping clean water into the well.

4. During the airlifting operation, position of air pipe and conductor pipe, drawdown in well, approximate yield and time for each change in position shall be recorded by the Contractor.
5. The development shall be completed with a conductor pipe not more than 0.5 m above the bottom of the well to ensure that all sand has been cleaned out of the sump pipe.

f. Well Cleaning

Upon completion of the development operations, the Contractor shall demonstrate to the satisfaction of the Engineer that the bottom of the well is clear of all sand, mud and other foreign materials.

G. CEMENT GROUTING

a. Scope

The Contractor shall, unless otherwise specified in the Special Conditions of the Contract, provide the cement and mixing equipment required for the mixing of the grouting indicated in the Tentative Well Design and shall place the cement grout as specified.

b. Grouting Material

1. Cement grout shall consist of a mixture of 95% Portland Cement, 5% bentonite and clean water, mixed in the proportion of 52.5 kg of Portland Cement/bentonite to max. 30 liters of water.
2. All cement shall, unless otherwise specified in the Contract Documents, conform to the "Specifications for Portland Cement" (ASTM C150-latest revision).

c. Method of Placing Grout Material

1. The method and equipment for placing the grout shall be to the approval of the Engineer. No method will be approved that does not provide for the forcing of grout from the bottom of the casing/hole/annulus to be grouted, to the surface. Flushing of the annular space with fluid to assure the space is open and to remove loose material will be required to the Contractor before grouting is commenced.
2. Any grouting operation shall be continuous and before starting, sufficient grout shall be mixed to complete the whole operation. During the grouting operation, the mixed grout shall be continuously stirred. The Contractor shall provide such tanks, hoppers and other equipment as may be necessary to meet these requirements.

d. Setting Time

No work will be allowed on the well within a period of 72 hours after completion of grouting unless quick setting cement is used. In such case, the idle period may be reduced to 24 hours subject to the Engineer's prior approval.

H. WELL COMPLETION

a. Scope

The Contractor shall provide and operate all equipment necessary to restore the site as near as possible to its condition before commencement of drilling and shall furnish and install a well head cap as specified in the Section VII (Drawing).

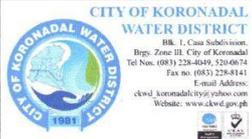
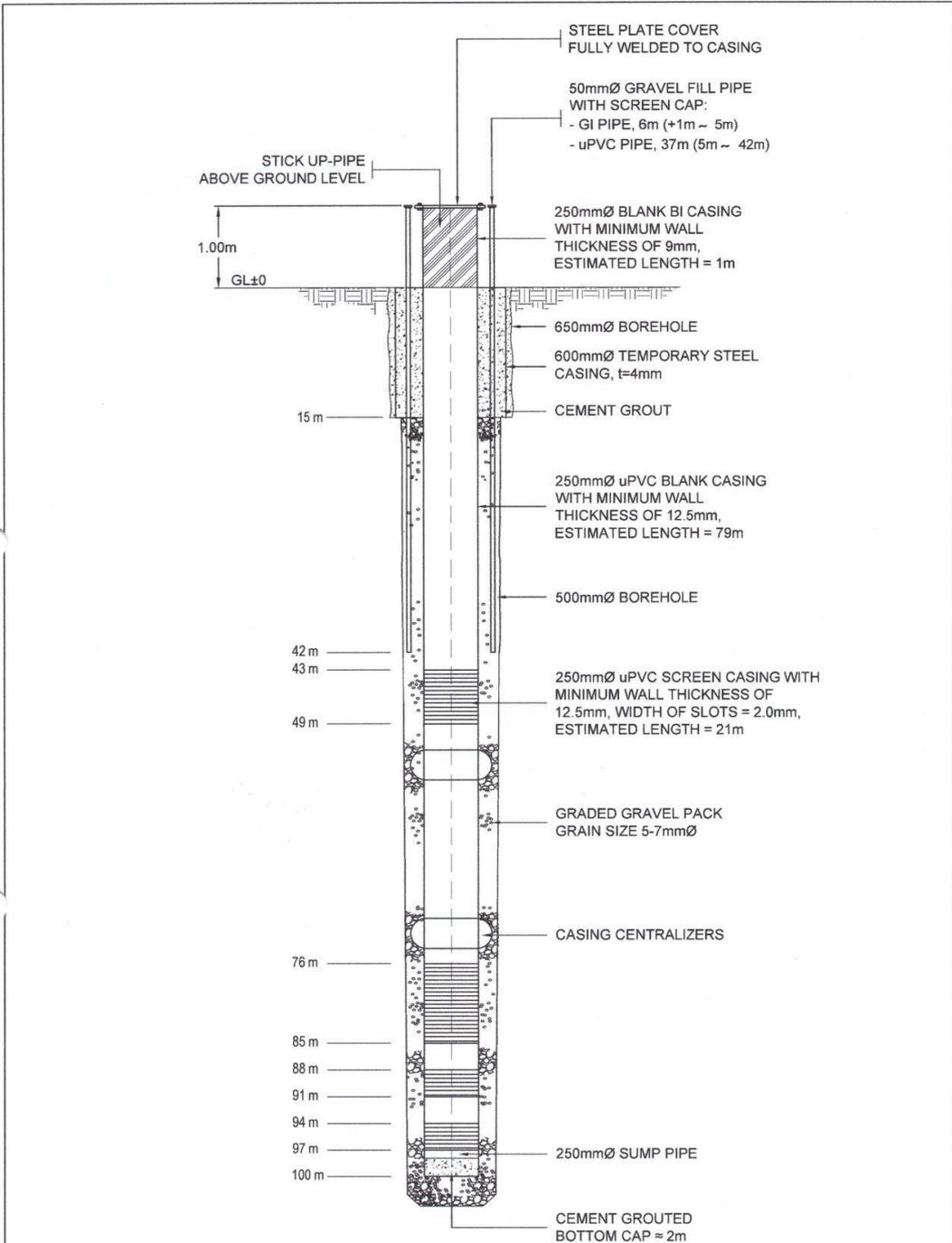
b. Site Restoration

The site shall be restored to a condition as nearly possible to that which existed before the well drilling and testing activities commenced. This work shall include, but not be limited to, restoration of fences and structures, removal of drill cuttings, leveling of the disturbed ground surfaces and replacement or compensation for the destroyed plants and landscaping.

c. Well Head Capping

The well head shall be completed with a well head assembly fully welded to the upper casing as well as a water level sounding tube with screw cap in order to prevent any unauthorized tampering of the well.

Section VII. Drawings



FINAL WELL DESIGN FOR THE RE-DRILLING OF WELL AT PS No. 04

Purok Matibay, Brgy. Sta. Cruz

PREPARED BY: ENGR. MAILENE B. UMADHAY Supervising Engineer A	CHECKED BY: ENGR. DIONISIO B. DURAGOS, JR. Design Manager B Planning and Water Resources Division
RECOMMENDING APPROVAL: ENGR. JONATHAN Q. GADAYAN Department Manager B Engineering and Operations Department	APPROVED BY: ATTY. BENIE G. ESPINOSA General Manager B

Section VIII. Bill of Quantities

ITEM No.	WORK ITEM	QUANTITY	UNIT
1	Mobilization	1	lot
2	Site Preparation	1	lot
3	Reaming of 500 mmØ hole	100	meter
4	Reaming of 650 mmØ hole	15	meter
5	Furnishing & installation of 600 mmØ Temporary Steel Casing, t=4mm	15	meter
6	Furnishing of 250 mmØ blank BI casing, t=9mm	1	meter
7	Furnishing of 250 mmØ uPVC blank casing	79	meter
8	Furnishing of 250 mmØ uPVC screen casing	21	meter
9	Installation of blank casing & uPVC screen casing	100	meter
10	Furnishing & installation of centralizers	1	lot
11	Furnishing & installation of gravel packing materials	85	meter
12	Furnishing & installation of Gravel fill pipes, GI Pipe 6m (1m-5m), uPVC Pipe 36m (5m-41m)	42	meter
13	Treatment with Polyphospate solution	1	lot
14	Well development by water jetting	12	hour
15	Development by airlifting	12	hour
16	Cement Grouting	15	meter
17	Well Completion	1	lot
18	Demobilization & Site Clean-up	1	Lot

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

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

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

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

Class "B" Documents

- (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;
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

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (q) 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**
- (r) Cash Flow by Quarter.

Bidding Forms

1. Bid Form for the Procurement of Infrastructure

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of

issued GPPB guidelines¹ for this purpose;

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

¹ currently based on GPPB Resolution No. 09-2020

2. Statement of all On-going Government & Private Contracts Including Contract Awarded but not yet started

THE NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME AND ADDRESS	KINDS OF INFRASTRUCTURE	A. AMOUNT OF CONTRACT B. VALUE OF OUTSTANDING CONTRACTS
TOTAL					A. _____ B. _____

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

3. Statement of Single Largest Completed Contract Similar to the Contract to be Bid within the last Two (2) Years

THE NAME OF THE CONTRACT	DATE OF THE CONTRACT	CONTRACT DURATION	OWNER'S NAME AND ADDRESS	KINDS OF INFRASTRUCTURE	AMOUNT OF COMPLETED CONTRACT (adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement)	DATE OF DELIVERY

This form **shall be supported with any** of the following:

- a. **Certificate of Acceptance**; or
- b. **Official Receipt/s**; or
- c. **Sales Invoice**.

NOTE: The bidder's completed projects must have a single contract similar to the contract to be bid whose value must be at least 50% of the ABC for the Non-Expendable projects and at least 25% of the ABC for the Expendable projects.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

4. NFCC Computation

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

NFCC Computation

A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20__
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

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

$NFCC = [(15) \times (\text{Current assets minus current liabilities})]$ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract to be bid.

NFCC = P _____

Note: The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

Submitted by:

Bidder's Authorized Representative

(Signature over Printed Name)

NOTE:

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

5. Omnibus Sworn Statement (Revised)

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee,

or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

6. Bank Guarantee Form for Advance Payment

To: City of Koronadal Water District

City of Koronadal Water District Administration Building

Block 1, Casa Subdivision, Barangay Zone III, City of Koronadal

Re-drilling of One (1) Exploratory/Production Well at PS No. 04: Sta. Cruz Pumping Station

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 10 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called the “Supplier”) shall deposit with the CITY OF KORONADAL WATER DISTRICT a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the CITY OF KORONADAL WATER DISTRICT on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the CITY OF KORONADAL WATER DISTRICT and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

7. Bid Securing Declaration Form

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.:CKWD-BAC-23-03-04

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

8. Performance Securing Declaration (Revised)

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or

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

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

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

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

9. **Certificate from Insurance Commission to be Attached to the Surety Bond**



Republic of the Philippines
Department of Finance
INSURANCE COMMISSION
1071 United Nations Avenue
Manila

ANNEX "B"

CERTIFICATION

This is to certify that _____ is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as **FIRE, MARINE, CASUALTY and SURETY** under **Certificate of Authority Number** _____ effective _____, unless sooner revoked or suspended for cause.

It is to certified, moreover, that is likewise authorized under _____ to underwrite and issue Performance Bonds, Surety Bonds, and Bidders Bonds, **callable on demand** in favor of various agencies and instrumentalities of the government pursuant to **Revised Implementing Rules and Regulations of R.A. 9184** and that the company certifies to us that _____ denominated as _____ was issued to _____ in favor of the **CITY OF KORONADAL WATER DISTRICT** in the amount of _____ will submit a Bid for the _____, and photocopy of said bond is extant in the records of the Regulation Division of this Commission.

This Certification is issued upon the request of _____, pursuant to Section 39. 2 (c) of the Revised Implementing Rules and Regulations of R.A. 9184.

Issued this _____ day of _____

City of Manila, Philippines

10. Contract Agreement Form

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

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

CONTRACT AGREEMENT

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

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

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

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

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

