

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

**1 lot – Pipe Installation Project (8”Ø
and 6”Ø uPVC Pipe) along SK
Pendatun Extension (corner Quezon
Ave. to Lumayon St. Section) Brgys.
Poblacion MB, 2 & 4, Cotabato City**

Government of the Republic of the Philippines

**Sixth Edition
May 2023**

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 – 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.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

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.



REPUBLIC OF THE PHILIPPINES
METRO COTABATO WATER DISTRICT
Governor Gutierrez Avenue
Cotabato City

**Invitation to Bid for
1 Lot – Pipe Installation Project (8”Ø and 6”Ø uPVC Pipe) along SK Pendatun
Extension (corner Quezon Ave. to Lumayon St. Section) Brgys. Poblacion MB, 2 & 4,
Cotabato City**

1. The Metro Cotabato Water District (MCWD), through the MCWD 2023 Corporate Budget approved by Board of Directors intends to apply the sum of **Twelve Million Three Hundred Twenty-One Thousand Five Hundred Forty-Three Pesos and Six Centavos Only (Php12,321,543.06)** being the Approved Budget for the Contract (ABC) to payments under the contract for **1 Lot – Pipe Installation Project (8”Ø and 6”Ø uPVC Pipe) along SK Pendatun Extension (corner Quezon Ave. to Lumayon St. Section) Brgys. Poblacion MB, 2 & 4, Cotabato City, PR#23-05-0268**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Metro Cotabato Water District now invites bids for the above Procurement Project. Completion of the Works is required within **255 calendar days from the issuance of the 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 (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from Metro Cotabato Water District and inspect the Bidding Documents at the address given below during office hours from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidders on **May 23, 2023** from given address and website/s below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Twenty Five Thousand Pesos (P25,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees it will be presented in person; by facsimile; or through electronic means.

6. The Metro Cotabato Water District will hold a Pre-Bid Conference¹ on **May 30, 2023** at **10:00 a.m.** at the MCWD Conference Room and/or through video conferencing via Zoom, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **June 13, 2023** at **10:00 a.m.**. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 16.
9. Bid opening shall be on **June 13, 2023** at **10:00 a.m.** at the given address below MCWD Conference Room Gov. Gutierrez Avenue, Cotabato City via Zoom. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. Bidders who opt to attend physically the pre-bid conference and bid opening conference are advised to secure the necessary/requisite travel documents required by the Local Government Unit (LGU) concerned at their own expense, and shall submit to the precautionary measures being implemented within MCWD premises.
11. The Metro Cotabato Water District reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MS. LEIZEL A. ECHAVEZ
BAC Secretariat Head
Metro Cotabato Water District
Governor Gutierrez, Avenue, Cotabato City
TeleFax No. (064) 421-3009
*E-Mail Address: **mcwd_procurement@yahoo.com***

You may visit the following websites:

For downloading of Bidding Documents: metrocotabatowd.gov.ph
www.philgeps.gov.ph

May 23, 2023

MR. JOSELITO D. NUÑEZ, JR.
Chairperson, MCWD BAC

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

Section II. Instructions to Bidders

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, Metro Cotabato Water District invites Bids for the **1 Lot – Pipe Installation Project (8”Ø and 6”Ø uPVC Pipe) along SK Pendatun Extension (corner Quezon Ave. to Lumayon St. Section) Brgys. Poblacion MB, 2 & 4, Cotabato City**, with Project Identification Number **PR#23-05-0268**.

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

The Procurement Project (referred to herein as “Project”) is 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 2023 in the amount of **Php12,321,543.06**.

2.2. The source of funding is: **MCWD 2023 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:

- a. 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 at Governor Gutierrez Avenue, Cotabato

City and/or through video conferencing / webcasting via Zoom 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 **October 10, 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																									
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <u>Pipelaying project for potable water.</u>																								
7.1	No further instruction.																								
10.3	General Engineering Category B Small B License Category C & D																								
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">10</td> <td style="text-align: center;">10</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Foreman</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> </tr> <tr> <td>Pipefitter</td> <td style="text-align: center;">5</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Mason</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Safety Officer</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> <tr> <td>Welder</td> <td style="text-align: center;">3</td> <td style="text-align: center;">3</td> </tr> </tbody> </table> <p>* Safety Officer must have completed 40-hour mandatory training on Construction Occupational Safety and Health</p>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	10	10	Project Engineer	5	5	Foreman	5	5	Pipefitter	5	3	Mason	3	3	Safety Officer	3	3	Welder	3	3
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																							
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10.5	<p>The minimum major equipment requirements are the following:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Concrete Cutting Machine</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Backhoe with Breaker & Hydraulic (O.J.) Jack Hammer</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Welding Machine</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Hydrotesting Machine</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Dump Truck</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Fog Light</td> <td style="text-align: center;">1</td> </tr> <tr> <td>Generator</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Number of Units</u>	Concrete Cutting Machine	1	Backhoe with Breaker & Hydraulic (O.J.) Jack Hammer	1	Welding Machine	1	Hydrotesting Machine	1	Dump Truck	1	Fog Light	1	Generator	1								
<u>Equipment</u>	<u>Number of Units</u>																								
Concrete Cutting Machine	1																								
Backhoe with Breaker & Hydraulic (O.J.) Jack Hammer	1																								
Welding Machine	1																								
Hydrotesting Machine	1																								
Dump Truck	1																								
Fog Light	1																								
Generator	1																								
12	No further instructions																								
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p style="margin-left: 20px;">a. The amount of not less than <u>Php246,430.86</u>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p>																								

	b. The amount of not less than <u>Php616,077.15</u> if bid security is in Surety Bond.
19.2	Not applicable
20	Not applicable
21	Prior to the signing of contract, additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

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 Payment

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

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	Not applicable
4.1	Upon issuance of Notice to Proceed
6	Not applicable
7.2	Fifteen (15) years.
10	No further instruction.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 calendar days from receipt of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is 1/10 of 1% of the total contract price.
13	The amount of the advance payment is 15% of the total contract price.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment (25%, 50%, 75% & 100%).
15.1	The date by which "as built" drawings are required is within 30 calendar days upon completion of the project
15.2	The amount to be withheld for late submission of an updated Program of Work is 1/10 of 1% of the total contract price.

Section VI. Specifications

The Project: Proposed Pipe Improvement Project (8"Ø & 6"Ø uPVC Pipe) along S.K. Pendatun Extension (corner Quezon Avenue to Lumayon Street Section), Brgys. Poblacion Mother, 2 & 4, Cotabato City.

General Technical Specifications:

The scope of work for the contractor are the following:

1. Mobilization
2. Clearing, Lay-out & Staking
3. Concrete Cutting & Breaking
4. Pipe Trench Excavation
5. Sand Bedding (1)
6. Pipe Laying/Installation (630 meters of 8"Ø & 190 meters of 6"Ø uPVC pipe)
7. Sand Bedding (2)
8. Concrete Thrust Blocking @ Bends, Curves and Interconnections
9. Initial Backfilling
10. Pipelines Hydrotesting with a minimum pressure of 120 psi, maintain within 24 hours
11. Pipelines Disinfection
12. Pipelines Clean-out/Flushing
13. Temporary Main Lines Water Connection
14. Stub-out/Stand pipe Installation (29 sets)
15. Pipes (Main Lines) Interconnections (11 sets)
16. Concrete Thrust Blocking @ Interconnection (11 sets)
17. Disconnect/Abandon Old Water Main/Pipe
18. Construction of Access Chamber (9 sets of manholes)
19. Final Backfilling/Soil Surface Restoration
20. Concrete Surface Restoration
21. Demobilization

Completion of all work items specified herein for the contractor shall be within 255 Calendar Days (CD) from the issuance of the NTP.

Other technical specifications of this project are the following:

1. PREPARATION OF SITE

The location of the Site is as shown on the Drawings. The Contractor shall be deemed to have inspected the Site before tendering and to take into account all the conditions there, such as means of access, traffic, facilities for transport, storage and movement of materials, and any other contingencies liable to affect his tender price, as no claim for extra payment in this connection will be entertained.

The Contractor shall be liable for and shall indemnify the Procuring Entity against damage, expense, liability, loss, claim or proceedings whatsoever whether arising at common law or by statute in respect of personnel injury to or death of any person whomsoever or to any property arising out of or in the course of or by reason of the visit to the site.

2. PLANS SPECIFICATIONS

The pipelaying components of this project shall be implemented in accordance with the established standard set by LWUA /or MCWD. While the backfilling, compaction, restoration and concreting works shall follow the Department of Public Works & Highways (DPWH) Standard Specifications for public works & highways, following the Schedule of Minimum Test Requirements. All fees relative hereto shall be shouldered by the Contractor.

3. PERMITS

MCWD, shall take charge of the excavation permits, Environmental Compliance Certificate (ECC), clearances and other documents necessary for the implementation of the project.

Incidental expenses shall be borne by the Contractor.

4. RIGHT OF WAYS

The Contractor shall coordinate with DPWH, City Engineer's Office and/or the concerned LGU who has jurisdiction in clearing the right of way and with the assistance of MCWD.

5. PROTECTION OF PROPERTY

The Contractor shall be liable for all damages that may be incurred during the construction of the project. Leakages on the existing pipeline of the district shall be immediately reported to the MCWD for repair, if it is the Contractor that caused said leakage, materials and cost of repair therefore shall be made chargeable against the Contractor and in no case shall it be a reason for stoppage of work. It shall be the responsibility of the Contractor to complete the project amidst any impediment that will arise during the implementation phase. Only force majeure shall be sufficient reason for time extension.

Any accident or mishap that may happen during project implementation shall be the sole responsibility of the Contractor.

6. BARRICADES, WARNING DEVICES, SAFETY & SECURITY OF THE PERSONNEL

It is mandatory upon the Contractor to provide reflectorize signage, barricades, early warning devices enclosing the area where work is ongoing. Likewise, the Contractor shall be responsible for the health, safety and security of the workers. The Project Engineer has the right

to order the stoppage of work by reason of insufficiency of these devices, safety programs or non-compliance thereof, while the period to complete the project shall continue to run.

7. TRAFFIC COORDINATION

With the assistance of MCWD, coordination with local police department and agencies concerned with vehicular traffic problems shall be the responsibility of the Contractor. Prior to the start of the pipelaying activities, the Contractor shall show proof to the Project Engineer that the aforesaid coordination was made shall present to the Project Engineer for approval that safety arrangement and traffic deviation or rerouting program shall have been obtained. The Contractor shall provide traffic aides and watchmen/flagmen, when necessary, to ensure smooth flow of traffic.

8. CLEARING OF ROUTE IN ROAD

Route of the proposed pipeline in road is shown in the plans. Clearing of said route shall be the responsibility of the Contractor including the settlement of claims and complaints by the affected public

9. MATERIAL TESTING

It is a matter of requirement that the contracting company must have its own materials engineer, who shall be at the premises of the principal office of the contracting company during inspection. Appropriate licenses and documents shall be readily available. The cost of all tests shall be borne by the Contractor.

Prior to backfilling, the Contractor must present to the Project Engineer the materials test results as provided for sub-base, base course and surface course of the Schedule of the Minimum Test Requirements Governing items of Work of the DPWH Standard Specifications.

The Contractor cannot proceed with the next work item unless he can present that the materials indeed passed the testing requirements, in which case, the Project Engineer has the right to demand from the Contractor.

10. INSPECTION AND TESTING

All materials furnished and all work performed under the contract shall be tested in accordance with requirements of the referenced standard and subject to inspection by the Project Engineer. The Contractor shall be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship and diligent execution of the contract. The Project Engineer shall be furnished with such quality of materials and fittings, and shall be subject to inspection in accordance with the provisions of the referenced standard, as supplemented by the requirements herein.

Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection and the entire cost of removal and replacement including the cost of materials which may be furnished by the Owner and used in the work thus removed, shall be borne by the Contractor, regardless of whether the work removed is found to be defective or not.

The bidder with the Lowest Calculated Responsive Bid (LCRB), within twenty (20) calendar days from receipt of Notice of Award (NOA), to produce or present the materials, 30% of the total cost of materials to be used in the project (103 pcs. of 8"Ø x 6m. uPVC Pipes) as actual stocks at the bidder's stockyard, subject to inspection by the MCWD Technical Working Group (TWG) and inspection team, as one of the requirements for the issuance of Notice to Proceed (NTP), and non-compliance of the subject bidder shall be a ground for outright disqualification.

11. EARTHWORKS

A. Scope of Work

The Contractor shall perform all earthworks required and shown on the drawings,

B. Excavation

a. General

Except when specifically provided to the contrary, excavation shall include the removal of materials of whatever nature encountered, that would interfere with the proper execution and completion of the work. Except for obstructions from other utilities (PLDT & DPWH), the Contractor shall take extra care as to prevent damages. The Contractor shall take full responsibility as to whatever damage they may encounter. The removal of said materials shall conform to the lines and grades shown or ordered. Unless otherwise provided, the entire construction site shall be stripped of all vegetation and debris, and such materials shall be removed from the site prior to performing any excavation or placing any fill. The Contractor shall comply with permits and clearances issued by Department of Environment and Natural Resources (DENR) concerning the cutting of trees if needed and shall provide the materials required. The Contractor shall furnish, place and maintain all supports and shoring that may be required for the sides off the excavations, and all pumping, ditching or other approved measures for the removal or exclusion of water, including taking care of storm water and waste water reaching the site of the work from any source. The walls and faces of all excavations in which workers are exposed to danger from unstable ground shall be guarded against by a shoring system, sloping of the excavation, or some other acceptable method. The Contractor shall furnish, install and maintain such sheeting, bracing, etc., as may be necessary to protect the workers and to prevent any movement of earth which could injure or delay the work or endanger adjacent structures. In excavations, which workers may be required to enter, excavated or other material shall be effectively stored and retained at least 60 cm or more from the edge of the excavation.

All excavation and trenching operations shall conform to any and all national, provincial and local safety requirements.

Removal of Existing Pavement

In cutting or breaking up road surfacing required for the performance of the work, the Contractor shall not use equipment which will damage the adjacent pavement. All concrete pavement surfaces to be removed shall be scored with concrete sawing equipment, provided, that any Portland cement concrete based under asphaltic mix surface will not be required to be scored by sawing. Asphaltic concrete pavement shall be removed to clean straight lines.

The Contractor shall remove the pavement and road surfaces as part of the trench excavation, and the amount removed shall be in accordance with the conditions of the Excavation Permit and as shown in Plans.

The contractor shall provide rigid covering such as steel plate on excavated areas to prevent accidents. The contractor shall shoulder any incidental expenses.

C. Pipeline Trench Excavation

Except when otherwise shown or ordered by the Project Engineer, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. The trench bottom shall be given a final trim using a string line for establishing grade, such that each pipe section when first laid will be wholly in contact with the ground or bedding along the extreme bottom of the pipe. Rounding out the trench to form a cradle will not be required. The maximum length of open trench permitted at any one time and in one location shall be the length necessary to accommodate the amount of pipe installed in single day. All newly laid pipes shall be backfilled above the top of the pipe at the end of each day. Barricades and warning devices satisfactory to the Project Engineer shall be provided and maintained for all trenches left open overnight except at intersections and driveways in which case heavy steel plates, adequately braced bridges or other type of crossing capable of supporting vehicular traffic shall be furnished as directed by the Project Engineer.

No excavation for any section of pipeline installation shall be performed by the Contractor until pipe, valves, fittings, service materials, and other materials necessary to complete the installation are delivered to the site.

D. Backfill

Backfill shall not be dropped directly upon any structure or pipe. All materials used for backfill shall be new and selected material, free from grass, roots, brush, or other vegetation, or rocks.

12. SURFACE RESTORATION AND PAVING

A. General

The Contractor shall restore at his own expense all property removed or destroyed by his operation at least equal to or to the satisfaction of the property owner.

B. Restoration of Concrete Pavement

This item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with the DPWH Standard Specifications Volume II for Highways, Bridges and Airports, in conformity with lines, grades, thickness as per DPWH Standards.

13. PIPING WORKS

A. Scope of Work

1. The Contractor shall furnish and install all pipes, fittings, closure pieces, supports, stainless bolts, nuts, gaskets, joining materials and appurtenances as indicated in the Specifications or shown and specified in the plans and as required for a completed and workable piping system. Shop drawings of all piping shall be furnished.

2. All uPVC pipes shall be laid by the Contractor in a uniform profile and install designated stub-out as indicated in the plans & drawings. The transfer of individual service line shall be done by the MCWD.

B. Material Standard Specification

1. General

- a. uPVC pipe shall be manufactured in accordance with PNS 65:1993. All uPVC pipes shall be C-150 (series 8) with RR (refer to Table 1)

A. Table 1

Nominal Diameter (mm)	Diameter Tolerance		A (mm)	C (mm)	L (m)	E (mm)	Series 8 (Class 150) PN 1.03MPa
	OD (mm)	Oval (mm)					Min. T
160	0.50	±2.0	162.0- 162.5	10	6.0	131	9.2
225	0.70	±2.7	227.7- 228.4	14	6.0	154	12.9

B. HDPE pipe shall be ISO standard (PE 3408 – SDR 9)

Nominal Size (inches)	O.D. (mm)	O.D. Tolerance (mm)	Minimum Wall Thickness (mm)	Wall Tolerance (mm)
1	32	+ 0.203	3.60	+ 0.254

Note: Marking must include the nominal size, type of material (PE 3408 SDR 9), manufacturer's trade name, production code and the seal of approval from an accredited testing laboratory.

- C. HDPE fittings (Corporation Replacement Piece Brass) shall be compression type.
- D. All bolts, nuts and washers shall be stainless steel.
- E. CI fittings shall be A-126 Class B and AWWA C-104 for cement mortar. Coating shall be bituminous 1mm thick.
- F. Butterfly valve shall be with underground operating gear & nut (Wafer Type) Keystone brand with 2" x 2" operating square nut.
- G. Fire Hydrant shall be brass angle 4"Ø x 2 ½"Ø
- H. GI Pipes & Fittings shall be schedule 40 (ASTM) (Heavy Duty)
- I. Asphalt to concrete overlay must be of DPWH Standards.

2. Gaskets

Gasket materials shall conform to the requirements of ISO 4633.

3. Material Characteristic

All materials used in the manufacture of the pipe shall be tested in accordance with requirements of the referenced standard

4. Marking

All pipes and fittings inspected by the Project Engineer/MCWD representative shall be marked with MCWD.

5. Testing and Inspection

The inspection shall be conducted by MCWD personnel and Contractor prior to pipe installation.

6. Cleanliness of Pipe

The interior of each pipe section and fittings shall be free of foreign materials when they are delivered and installed to the site of the work.

- 7. Transport and Handling uPVC Pipes shall be transported and handled carefully. Any pipe section that becomes damage as a result of improper transporting, handling or stockpiling shall be replaced to the satisfaction of the Project Engineer.

14. PRESSURE AND LEAKAGE TESTING AND DISINFECTING

A. General

The Contractor shall furnish all equipment, labor and materials including the water for testing and proper disinfection of the pipelines. The water used for testing shall be furnished by the Contractor and shall provide the facilities necessary to convey the water from the MCWD-designated source to the points of use. All testing and chlorinating shall be done in the presence of the MCWD's Project Engineer.

B. Pipeline Testing

All pipelines shall be thoroughly flushed out with water prior to testing. The Contractor shall test the pipeline including parallel service pipes and stub-out up to stand pipes, in sections after the trench is backfilled, but with joints exposed for examination except in heavily traveled roadways and prior to permanent resurfacing. Works leak tightness test of pipes and fittings shall conform with ISO 2531.

All installed pipelines shall be pressured test with a minimum of 120 psi and maintain the pressure within 24 hours. No pipeline installation will be accepted if the pressure drops or leak found during the pressure test. Any leaks found shall be repaired and the pressure test shall be repeated to the satisfaction of the Project Engineer

C. Pipeline Hydrotesting

For every completed uPVC pipes laid but not to exceed 300 meters or every cross section shall be subject to hydrotesting. No further pipelaying shall be allowed if this is not being complied with.

D. Pipeline Disinfecting

Before being placed in service and before certification of completion by the Project Engineer, all new domestic water mains or extensions to existing systems, or valve section of such extension or any replacement in the existing water system shall be disinfected with chlorine in accordance with AWWA Standard C651-92.

The amount and concentration of chlorine solution applied shall be such as to provide a dosage of not less than 50mg per liter, introduced into the lines as directed by the Project Engineer. After a contact period of 24 hours, the chlorine residual at the end of the pipeline shall not be less than 25 mg per liter. The system shall then be flushed with clean water until the residual chlorine is not greater than 0.75 mg per liter but not less than 0.30 mg per liter. All valves and appurtenances in the pipelines being disinfected shall be operated several times during the chlorine contact periods. The preferred point of application of the chlorination agent is at the beginning of the pipeline, extension, or any valve section and through a corporation stop inserted on the top of the laid pipes. Should the initial treatment fail to result in the conditions stipulated above, the chlorination procedures shall be repeated until satisfactory results are obtained.

E. Flushing of Pipelines

Flushing shall be carried out after disinfection has been achieved. Water sources that are being used for flushing must be clean and meet treated water quality. Flushing shall proceed systematically from water supply source to end of pipe system. Procedure to be used in flushing shall be discussed and agreed to by the MCWD'S Project Engineer and the Contractor prior to beginning of flushing works. It shall conform to AWWA C651-92 Report on flushing shall be completed and signed by Contractor and witnessed by MCWD personnel.

15. CERTIFICATIONS

The Lowest Calculated Responsive Bidder (LCRB) shall submit a certificate from the manufacturers/suppliers that equivalent to 30% of the total cost of the materials that will be used in this project (103 pcs. of 8"Ø x 6m uPVC Pipeline) will be available within 20 days after the issuance of the Notice of Award.

NOTE: MCWD shall take charge of excavation permit & transfer of existing water meters to the stand pipes installed by the contractor.

NOTE: If the contractor failed to restore the excavated trenches, concrete and asphalt surfaces in the required timeline, the MCWD will intervene and the cost of restorations and other charges will be paid by the contractor to MCWD.

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.

Republic of the Philippines
METRO COTABATO WATER DISTRICT
GOVERNOR GUTIERREZ AVENUE, COTABATO CITY

PROJ. TITLE: 1-Lot - Pipe Installation Project (8"Ø X 6"Ø uPVC Pipe) Along SK Pendatun Extension (corner Quezon Avenue to Lumayon St., Section) Brgys. Poblacion MB, 2 & 4, Cotabato City.

BILL OF QUANTITIES

Item	Description	Qty.	Unit	Unit Cost	Amount
1.	Mobilization	1	Lot		
2.	Clearing, Lay-out & Staking	820	Linear Meters		
3.	Concrete Cutting & Breaking	962	Linear Meters (2 Parallel Lines/L.M.)		
4.	Pipe Trench Excavation	672	Cu.m.		
5.	Sand Bedding (1)	203	Cu.m.		
6.	Pipe Laying/Installation	820	Linear Meters		
7.	Sand Bedding (2)	198	Cu.m.		
8.	Concrete Thrust Blocking @ Bends, Curves and Interconnection	3.6	Cu.m.		
9.	Initial Backfilling	187	Cu.m.		
10.	Pipelines Hydrotesting	820	Linear Meters		
11.	Pipelines Disinfection	820	Linear Meters		
12.	Pipelines Clean-out/Flushing	820	Linear Meters		

13.	Temporary Main Lines Water Connection	1	Lot		
14.	Stub-out/Stand pipe Installation	29	Sets		
15.	Pipes (Main Lines) Interconnections	11	Sets		
16.	Concrete Thrust Blocking @ Interconnection	11	Sets		
17.	Disconnect/Abandon Old Water Main/Pipe	1	Lot		
18.	Construction of Access Chamber	9	Sets		
19.	Final Backfilling/Soil Surface Restoration	39	Cu.m.		
20.	Concrete Surface Restoration	111	Cu.m.		
21.	Demobilization	1	Lot		

TOTAL BID PRICE:

AUTHORIZED SIGNATORY/REPRESENTATIVE
 (Signature Over Printed Name)

NAME OF COMPANY

DATE

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 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.

Bid Form

Date: _____

IB² N^o: _____

To: **Metro Cotabato Water District**

Address: Governor Gutierrez Avenue, Cotabato City

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract ***“1 Lot – Pipe Installation Project (8”Ø and 6”Ø uPVC Pipe) along SK Pendatun Extension (corner Quezon Ave. to Lumayon St. Section) Brgys. Poblacion MB, 2 & 4, Cotabato City”***.

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

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

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

(c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

² If ADB, JICA and WB funded projects, use IFB.

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the ***“1 Lot – Pipe Installation Project (8”Ø and 6”Ø uPVC Pipe) along SK Pendatun Extension (corner Quezon Ave. to Lumayon St. Section) Brgys. Poblacion MB, 2 & 4, Cotabato City”*** of the Metro Cotabato Water District.
- (k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Statement of all On-going Government & Private Construction Contracts including contracts awarded but not yet started

Business _____ name: _____

Business _____ address: _____ - _____

Name of Contract/Location Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	Total Contract Value of Award	Total Contract Value at Completion	% of Accomplishment		Value of Outstanding Works
			Description	%				Planned	Actual	
<u>Government</u>										
<u>Private</u>										
								Total Cost		

Note: This statement shall be supported with:

1. Notice of Award
2. Notice to Proceed
3. Certificate of Accomplishments signed by the owner or Project Manager

Submitted by : _____
(Printed Name & Signature)

Designation: _____

Date: _____

Statement of all Completed Government & Private Construction Contracts which are similar in nature

Business Name: _____

Business Address: _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Scope of Works	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
				Description	%		
<u>Government</u>							
<u>Private</u>							

NOTE:

- a. This statement shall be supported with:
 1. Contract
 2. Certificate of Completion or Certificate of Acceptance
 3. Duly signed Final Bill of Quantities/Bill of Materials or any proof showing the similar component of the work as stated in ITB Clause 5.4, conformed by the Owner.

- b. The column for the **Scope of Works** must be properly filled up with the major components of the contract identified as similar in nature.

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

List of Equipment, Owned or Leased and/or Under Purchase Agreements, Pledged to the Proposed Contract

Business Name: _____

Business Address: _____

Description	Model/Year	Capacity/ Performance/Size	Plate No.	Motor No./ Body No.	Present Location	Condition	Proof of Ownership/ Lessor or Vendor
A. Owned							
i.							
ii.							
B. Leased							
i.							
ii.							
C. Under Purchased Agreement							
i.							
ii.							

NOTES:

1.) The Prospective Bidder shall enumerate hereunder the equipment units it owned, under leased, and or under purchase agreement that it shall commit to use exclusively in the project which include among others the minimum equipment requirements as follows:

- _____
- _____
- _____

2.) This form shall be supported with the **STATEMENT OF AVAILABILITY OF EQUIPMENT**.

3.) Proof of ownership (O.R./C.R./Deed of Absolute Sale) for owned equipment.

4.) Certification of Availability of Equipment from the Equipment Lessor/Vendor.

Submitted _____ by:

(Printed Name & Signature of the Authorized Signing Official)

Name of Firm / Bidder:

Designation:

Date: _____

Statement of Availability of Equipment

(Date of Issuance)

BIMBO A. SINSUAT, JR.

Head of Procuring Entity
Chairman of the Board
Metro Cotabato Water District
Gov. Gutierrez Avenue,
Cotabato City

Thru : **MA. MELINDA ELAINE V. BARCIMO**
OIC - General Manager

Attention : **JOSELITO D. NUÑEZ, JR.**
The Chairperson
Bids and Awards Committee

Dear Sir:

In compliance with the requirements of the **METRO COTABATO WATER DISTRICT – BAC** for the bidding of **“1 lot – Pipe Installation Project (8”Ø and 6”Ø uPVC Pipe) along SK Pendatun Extension (corner Quezon Ave. to Lumayon St. Section) Brgys. Poblacion MB, 2 & 4, Cotabato City”**, we certify the availability of equipment that *(Name of the Bidder)* owns, has under lease, and/or has under purchase agreements, that may be used for the construction contract stated below.

(State here the list of equipment, which are under lease and/or under purchase agreement.

Very truly yours,

(Name of Representative)
(Position)
(Name of Bidder)

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name: _____

Business Address: _____

	Project Manager / Engineer	Materials Engineer	Foreman	Construction Safety and Health Personnel	Other positions deemed required by the Applicant for this project
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Minimum : Project Manager / Engineer
: Materials Engineer
: Foreman
: Construction Safety and Health Personnel

Note : Attached individual resume/bio-data and PRC License of the (professional) personnel.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

Key Personnel (Format of Bio-Data)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : _____
2. Date of Birth: _____
3. Nationality: _____
4. Education and Degrees: _____
5. Specialty: _____
6. Registration: _____
7. Length of Service with the Firm: ____ Year from ____ (months) ____ (year)
To ____ (months) ____ (year)
8. Years of Experience: _____
9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attach additional sheet/s), if necessary:

Name and Addresses of Employer	Length of Service
_____	year(s) from _____ to _____
_____	year(s) from _____ to _____
_____	year(s) from _____ to _____

10. Experience:
This should cover the past ten (10) years of experience. (Attach as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the
Owner's Engineer
(Consultant) : _____

1. Indicate the Features of Project
(particulars of the project components
and any other particular interest
connected with the project) : _____

2. Contract Amount Expressed in
Philippine Currency : _____

3. Position : _____

4. Structures for which the employee
Was responsible : _____

5. Assignment Period : from _____ (months) _____ (years)

- : to _____ (months) _____ (years)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

Contractor's Organizational Chart for the Contract

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above

NOTES:

6. *This organizational chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.*
7. *The Bidders shall comply with and submit sample form SF-INFR-46 for each of such key personnel.*
8. *Each such nominated engineer/key personnel shall comply with and submit sample form SF-INFR-47 and SF-INFR-48.*
9. *All these are required to be in the Technical Envelope of the Bidder.*

FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK (Net Financial Contracting Capacity 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 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 = [(Current assets minus current liabilities) (15)] 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 for this Project.

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

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

Note: The values of the bidder's current assets and current liabilities shall be based on the data submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date: _____

Note:

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

Contract Name : _____

Location: _____

Cash Flow by Quarter or Payment Schedule

PARTICULAR	% WT.	1st QUARTER or Payment	2nd QUARTER or Payment	3rd QUARTER or Payment	4th QUARTER or Payment
ACCOMPLISHMENT					
CASH FLOW					
CUMULATIVE					
CUMULATIVE CASH FLOW					

Submitted by:

Name of the Representative of the Bidder

Date: _____

Position

Name of the Bidder

Note: One of the requirements from the bidders to be included in its Financial Envelope is the cash flow by quarter and payment schedule

