

TIAONG WATER DISTRICT

Brgy. Lalig, Tiaong, Quezon

Tel. No. (042) 545-9170

Email: tiaongwd@yahoo.com

INVITATION TO BID FOR SUPPLY AND DELIVERY OF WATER SERVICE CONNECTION MATERIALS AND FITTINGS”

1. The *Tiaong Water District*, through the *Corporate Budget for the Contract Approved by the Board for year 2023* intends to apply the sum of *One Million Eight Hundred Twenty Four Thousand Two Hundred Sixty Three only* (P 1,824,263.00) being the ABC to payments under the contract for TWD-2023-001. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Tiaong Water District* now invites bids for the above Procurement Project. Delivery of the Goods is required within fifteen (15) calendar days upon receipt of Notice to Proceed and Purchase Order. Bidders should have completed, within *three (3) years* from the date of submission and receipt of bids, 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). The Tiaong Water District will purchase the said materials on account and will pay within **SIX (6) months**.
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 restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.
4. Prospective Bidders may obtain further information from *Tiaong Water District* and inspect the Bidding Documents at the address given below during office hours from **8:00 o'clock in the morning up to 5:00 o'clock in the afternoon**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on *January 31 to February 22, 2023* from the given address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (P 5,000.00)*. The fee shall be paid by the prospective bidder to the Tiaong Water District cashier prior to bid submission. The proof of payment, official receipt, shall be presented to the BAC Secretariat upon submission of bidding documents or send through electronic means prior to bid submission.

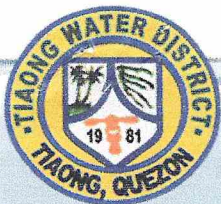
6. The *Tiaong Water District* will hold a Pre-Bid Conference¹ on **February 10, 2023, 2:00 o'clock in the afternoon** at Tiaong Water District Office, New Public Market, Brgy. Lalig, Tiaong, Quezon, which shall be open to prospective bidders. **Interested bidders must bring samples of the materials for pre-qualification at the Pre-bid Conference.**
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below on or before **February 23, 2023 at 2:00 o'clock in the afternoon**. 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 14.
9. Bid opening shall be on **February 23, 2023 at 2:15 o'clock in the afternoon** at Tiaong Water District Office, New Public Market, Brgy. Lalig, Tiaong, Quezon. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Tiaong 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:

AUREA T. LINDO

Tiaong Water District,
New Public Market, Brgy. Lalig,
Tiaong, Quezon, Philippines
Tel. Nos. (042) 545-9170 / 545-6520
Email Address: tiaongwd@yahoo.com


AUREA T. LINDO
BAC Chairperson

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.



TIAONG WATER DISTRICT

New Public Market Brgy. Lalig, Tiaong, Quezon

Tel/Fax: (042)545-9170/545-6520

Email add: tiaongwd@yahoo.com

BAC Resolution Declaring Lowest Calculated/Rated and Responsive Bid and Recommending Approval

RESOLUTION NO. 12 SERIES of 2023

WHEREAS, the Tiaong Water District advertised the Invitation to Apply for Eligibility and to Bid for Supply and Delivery of Water Service Connection Materials and Fittings to Tiaong Water District with the approved budget for the contract of P 1,824,263.00 and posted in the PHILGEPS and a conspicuous place at the premises of the Tiaong Water District continuously for 14 days;

WHEREAS, in response to the said advertisements, three (3) Contractors namely Golden Tree Construction and Supply Services, Inc., Strongbiz Marketing Corp. and Louise and Aedan Enterprise Inc., submitted letter of intent and applications for eligibility and purchased bid documents. The contractors submitted their bid documents and the said documents was opened and found eligible on February 23, 2023 ;

WHEREAS, Three (3) Bids was submitted on February 23, 2023, but only Golden Tree Construction and Supply Services, Inc. passed the preliminary examination of bids;

WHEREAS, the bid proposal of the bidder was found to be substantially complying:

Name of Bidder	Bid Amount (As Read)	% Variance from ABC
Golden Tree Construction and Supply Services, Inc.	P 1,558,036.00	85.41%
Louise and Aedan Enterprise Inc.	Non-complying	
Strongbiz Marketing Corp.	Non-complying	

WHEREAS, the detailed evaluation of bid conducted on February 23, 2023 resulted in the following:

Name of Bidder	Bid Amount (As Calculated)	% Variance from ABC
Golden Tree Construction and Supply Services, Inc.	P 1,558,036.00	85.41%

WHEREAS, Upon careful examination, validation and verification of all the eligibility, technical and financial requirements submitted by the Bidder with the Lowest Calculated Bid, its Bid has been found to be responsive;

NOW, THEREFORE, We, the Members of the Bids and Awards Committee, hereby RESOLVE as it is hereby RESOLVED:

- a) To declare **Golden Tree Construction and Supply Services, Inc.** as the Bidder with the Lowest Calculated and Responsive Bid for the Supply and Delivery of Water Service Connection Materials and Fittings for Tiaong Water District;
- b) To recommend for **approval** by the General Manager of the Tiaong Water District the foregoing findings.

RESOLVED, at the Tiaong Water District Office, this 1st day of March 2023.


AUREA T. LINDO
BAC Chairperson



ENGR. ANSELMO B. ADAME
Vice-Chairperson/Legal

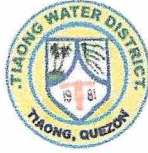

GRACE FE A. BERMAS
Member – Financial


MARGARITO S. LALUNIO
Member – Technical


DOMINGO C. BATHAN
Member – End User

APPROVED BY:


ENGR. PERSEVERANDO T. ATIENZA
Head of Procuring Entity
Approved on: _____



Republic of the Philippines
TIAONG WATER DISTRICT
Brgy. Lalig, Tiaong, Quezon
042-5459170/042-5456520

Notice of Award
Supply and Delivery of Water Service Connection Materials and Fittings
Tiaong, Quezon

March 2, 2023

**GOLDEN TREE CONSTRUCTION AND
SUPPLY SERVICES INC.**

Lot 5, Block 85, Phase 9, Grand Royale Subd.,
Brgy. Pinagbakahan, Malolos City Bulacan

Dear Mr. Ronnie Yumol:

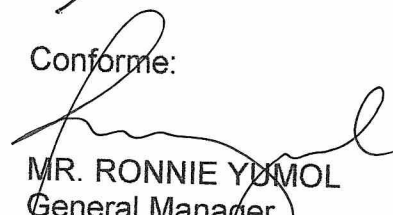
We are happy to notify you that your Bid dated February 23, 2023 for execution of the Golden Tree Construction and Supply Services Inc. – 010-276-693-000 for the Supply and Delivery of Water Service Connection Materials and Fittings to Tiaong Water District for the Contract Price of equivalent to One Million Five Hundred Fifty Eight Thousand Thirty Six Pesos Only (P1,558,036.00), as corrected and modified in accordance with the Instructions to Bidders is hereby accepted.

You are hereby required to provide within ten (10) days the performance security in the form and the amount stipulated in the Instructions to Bidders. Failure to provide the performance security shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.

Very truly yours,


ENGR. PERSEVERANDO T. ATIENZA
General Manager

Conforme:


MR. RONNIE YUMOL
General Manager
Golden Tree Construction and Supply Services Inc.

Date: 03 MARCH 2023

**CONTRACT FOR THE
SUPPLY AND DELIVERY OF
WATER SERVICE CONNECTION MATERIALS
AND FITTINGS
FOR TIAONG WATER DISTRICT
Tiaong, Quezon**

KNOW ALL MEN BY THESE PRESENTS:

TIAONG WATER DISTRICT (TWD), a Government-Owned and Controlled Corporation duly organized and existing under and by virtue of Presidential Decree No. 198, as amended, with office address at Brgy. Lalog, Tiaong, Quezon, represented by its General Manager, **Engr. PERSEVERANDO T. ATIENZA**, duly authorized for this purpose, hereinafter called the **PURCHASER**.

-and-

GOLDEN TREE CONSTRUCTION AND SUPPLY SERVICES INC., duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at Lot 5 Block 85, Phase 9, Grand Royale Subd., Brgy. Pinagbakahan, Malolos City, Bulacan represented by **MR. RONNIE YUMOL** – Proprietor hereinafter called the **SUPPLIER**.

WITNESSETH:

WHEREAS, the **PURCHASER** has invited suppliers to bid for the supply and delivery of Water Service Connection Materials and Fittings for Tiaong Water District;

WHEREAS, in response to the **PURCHASER'S** invitation to Suppliers, the **SUPPLIER** submitted proof of its capabilities to undertake the work, and subsequently submitted its bid;

WHEREAS, the bid of the **SUPPLIER** was the lowest calculated rated and responsive bid received;


WHEREAS, the **PURCHASER** has awarded the Contract to the **SUPPLIER** at the price stipulated in its bid;


NOW, THEREFORE, for and in consideration of the foregoing premises and the payment by the **PURCHASER** of a sum of money hereinafter stipulated, the parties hereto agree and contract as follows:

1. The Notice of Award by the **PURCHASER** dated MARCH 2, 2023, Bid of the **SUPPLIER**, Invitation to Bid, Information for Bidders, Information Required of Bidders, General Conditions, Special Provisions, Addenda, and other documents referenced or referred to therein and Performance Security issued by **Liberty Insurance Corporation** in the form of **PERFORMANCE BOND** are hereto attached and made part of this Agreement.
2. The delivery terms applicable to this Contract are delivered to *Tiaong Water District, Tiaong, Quezon*. Risk and title will pass from the **SUPPLIER** to the **PURCHASER** upon receipt and final acceptance of the Goods at their final destination."Delivery of the Goods shall be made by the **SUPPLIER** in accordance with the terms specified in Section VI – Schedule of Requirements. The details of shipping and/or other documents to be furnished by the **SUPPLIER** are as follows: Upon delivery of the

goods, the SUPPLIER shall notify the PURCHASER and present the following documents: Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount; Original and four copies delivery receipt/note, railway receipt, or truck receipt; Original Supplier's factory inspection report; Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; Original and four copies of the certificate of origin (for imported Goods); Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and Two copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

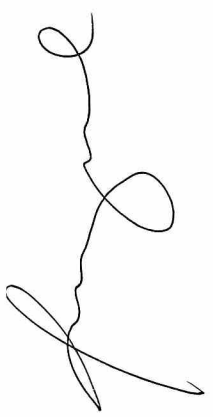
The delivery called for under this Contract shall be completed within Fifteen (15) Calendar Days from receipt by the SUPPLIER of the Notice to Proceed and Purchase Order.

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3. The SUPPLIER shall provide and do everything necessary to conform to its obligations under the Contract to the true intent and meaning of the other Contract Documents taken together whether the same may or may not be shown or described particularly in the Drawings, Plans and Specifications provided that the same shall be inferred there from. Should the SUPPLIER find any discrepancy in the Drawings, Plans and Specifications, he shall immediately refer the same to the PURCHASER whose decision shall be followed.




The SUPPLIER guarantees the goods he will supply and deliver under the Contract and shall make good any defect or defects which may be discovered for his own account.

4. Time is an essential feature of this Contract and in the event that the SUPPLIER refuses or fails to satisfactorily deliver within the specified contract time, plus any time extension duly granted and is hereby in default under the Contract, the SUPPLIER shall pay the PURCHASER for liquidated damages, and not by way of penalty, an amount equal to one-tenth of one percent (1/10 of 1%) of the Total Contract Price Scheduled for delivery for everyday of delay until such goods are finally delivered and accepted by the PURCHASER.



To be entitled to such liquidated damages, the PURCHASER does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the SUPPLIER under the Contract and/or collect such liquidated damages from the retention money or other Securities posted by the SUPPLIER whichever is convenient to the PURCHASER.

In no case however, shall the total sum of liquidated damages exceed fifteen percent (15%) of the total Contract Price, in which event the Contract shall automatically be taken over by the OWNER or award the same to a qualified supplier through negotiation and the erring Supplier's Performance Security shall be forfeited. The amount of the forfeited Performance Security shall be aside from the amount of the liquidated damages that the SUPPLIER shall pay the PURCHASER.

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5. To guarantee the faithful performance of the SUPPLIER under the Contract, he shall post a Performance Security, in accordance with SECTION IV No. 13 – PERFORMANCE SECURITY, in the form of certified check, manager's check, cashier's check, bank draft/guarantee confirmed by a reputable local bank, irrevocable letter issued by a reputable commercial bank, or surety bond callable on demand issued by the Government Insurance System (GSIS) or private insurance company authorized by the Office of the Insurance Commission. The Performance Security shall be valid for the duration of the Contract.

This Performance Security shall be posted in favor of the PURCHASER and shall guarantee the payment of the amount of the security as penalty in the event it is established that the SUPPLIER is in default in his obligations there under.

In the execution of the Performance Security, the following conditions shall be complied with:

- a. It shall be executed in accordance with the form prescribed therefore.
- b. It shall be at least co-terminus with the final acceptance of the project.
- c. The following provisions shall form part of the Performance security: "The right to institute action on the penal bond pursuant to Act No. 3688 of any individual firm, partnership, corporation and association supplying the SUPPLIER with labor and materials for the prosecution of the work is hereby acknowledged and confirmed."

6. In the event of the rescission of this Contract for breach thereof, the security at the option of the PURCHASER shall be automatically forfeited in favor of, and become immediately payable and collectible by the PURCHASER, otherwise, the bond shall remain and continue in full force and effect until all the aforementioned obligations as to the faithful completion of the Contract and liquidated damages and cost of labor and materials have been fully satisfied, discharged, settled and paid for by the SUPPLIER. It is expressly agreed and understood that any change to be made in the Drawings or Specifications for this Contract (whether such changes increase or decrease the amount thereof) or any change in the manner or time payment, made by the PURCHASER shall in no way annul, release or affect the liability and the surety of the bonds given by the SUPPLIER.

7. The Contract price shall be **One Million Five Hundred Fifty Eight Thousand Thirty Six Pesos Only (P 1,558,036.00)** inclusive of taxes and duties broken down as shown in Section VIII - Bid Form; provided that any of the items in the Bid Form may be deleted if found not necessary by the PURCHASER; provided further, that no change in the unit price as shown in the Bid Form shall be made for any reason whatsoever except as may be provided in the Contract Documents.

8. The PURCHASER shall pay the SUPPLIER, within the period of **SIX (6)** months after complete delivery of items. In all cases, however, the required Expanded Withholding Tax and Value Added (VAT) under BIR Regulation on SUPPLIER'S income will be deducted from the aforementioned payments.

After the completion of the delivery by the SUPPLIER and acceptance by the OWNER, the Purchaser shall, upon request of the SUPPLIER, release the retention money in accordance with section IV No. 17 – Warranty.

9. The SUPPLIER agrees and binds itself to indemnify the PURCHASER for whatever injuries or damages suffered by reason of the failure, negligence, delay or conduct on the part of the SUPPLIER and/or its employees in the performance of its obligations.

10. It is understood that any payment made by the PURCHASER to the SUPPLIER or the failure of the PURCHASER to demand compliance with any of the terms and conditions of this Contract shall not be considered as a waiver on the part of the PURCHASER for the enforcement of this Contract or any portion thereof.

11. The SUPPLIER obligates to comply with all existing laws, executive and administrative orders, rules and regulations issued or to be issued by competent authorities.

12. In case of litigation arising out of this Contract and if the arbitration procedure, if ever availed of, has failed to solve the case, the parties hereto agree that its venue shall be the proper court in Tiaong, Province of Quezon, Philippines under the laws of the Republic of the Philippines.
13. This Contract shall become effective and binding only upon approval by the PURCHASER and such other competent government agencies whenever required. Provided, however, that once approved, this Contract shall not be rescinded nor amended or modified, without the written approval of the PURCHASER first being obtained.
14. This Contract shall be subject to applicable rules and regulations not inconsistent herewith.

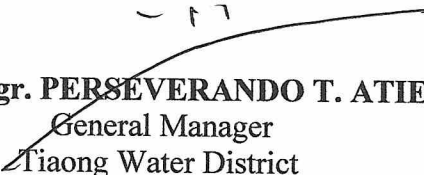
IN WITNESS WHEREOF, the Parties have hereunto signed this Contract on the date and at the place first herein above written.

Tiaong Water District:

Golden Tree Construction and Supply Services Inc.

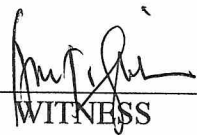
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By:

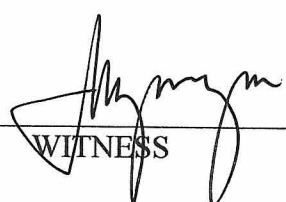

Engr. PERSEVERANDO T. ATIENZA
 General Manager
 Tiaong Water District


MR. RONNIE YUMOL
 General Manager
 Golden Tree Construction and
 Supply Services Inc.

SIGNED IN THE PRESENCE OF:



 WITNESS



 WITNESS

Contract for the Supply and Delivery of Water Service Connection Materials and Fittings to Tiaong Water District

A C K N O W L E D G E M E N T

REPUBLIC OF THE PHILIPPINES)

TIAONG, QUEZON) S.S.
)

On this ____ day of 08 MAR 2023 2023 personally appeared before me,

ENGR. Perseverando T. Atienza with TIN No. 186-647-590-000 and Driver's License No. D14-99-095930 issued on October 26, 2021, representing the TIAONG WATER DISTRICT,

And

Mr. Ronnie Yumol with TIN No. 237-798-632-000 and Driver's License No. N04-07-019442 issued on _____, representing Golden Tree Construction and Supply Services Inc., both known to me and known to be the same persons who executed the foregoing instrument and they acknowledge to me that the same is their free act and voluntary deed and the true and voluntary act of the entities they respectively represent.

This Contract consists of Five (5) pages including the one on which this acknowledgment is written, all of which have been signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto affixed my signature and my official seal on the date and place first written above.

NOTARY PUBLIC

ATTY. ANTONIO C. SILANG
Notary Public

Until December 31, 2024 for Quezon Province
IBP No. 05502/Lifetime/Quezon

PTR No. 8403961/Tiaong, Quezon/01-03-2023
Attorney's Roll No. 45929

MCLE Compliance VII-0014059 / 03-30-2023
Appointment No. 2023-13 (R) NC47

Don V. Robles Cor. St. Maharlika Hi-way,
Poblacion III, Tiaong, Quezon

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Republic of the Philippines

TIAONG WATER DISTRICT

Brgy. Lalig, Tiaong, Quezon
(042) 545-9170 / 545-6520

NOTICE TO PROCEED

March 9, 2023

MR. RONNIE YUMOL
GOLDEN TREE CONSTRUCTION AND
SUPPLY SERVICES INC.
Lot 5, Block 85, Phase 9, Grand Royale Subd.,
Brgy. Pinagbakahan, Malolos City Bulacan

Dear Sir,

The attached Contract Agreement having been approved, notice is hereby given to Golden Tree Construction and Supply Services Inc., that the Supply and Delivery of Water Service Connection Materials and Fittings to Tiaong Water District, Brgy. Lalig, Tiaong, Quezon may proceed effective after the receipt of this notice.

Upon receipt of this notice, you are responsible for performing the services under the terms and conditions of the Agreement and in accordance with the Implementation Schedule.

Please acknowledge receipt and acceptance of this notice by signing both copies in the space provided below. Keep one copy and return the other to the TIAONG WATER DISTRICT.

Very truly yours,


ENGR. PERSEVERANDO T. ATIENZA
General Manager

I acknowledge receipt of this Notice on 09 MARCH 2023

Name of the Representative of the Bidder: RONNIE YUMOL

Authorized Signature: _____
