

**REPUBLIC OF THE PHILIPPINES**

**SINAIT WATER DISTRICT**

**Sinait, Ilocos Sur**

**PROCUREMENT OF INFRASTRUCTURE PROJECT FOR SINAIT WD WATER SUPPLY SYSTEM IMPROVEMENT AND EXPANSION PROJECT FUNDED UNDER ICG 2016**

**BIDDING DOCUMENTS**

**(Volume I)**

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***Section I. Invitation to Bid***

**Invitation to Bid**

**SINAIT WD WATER SUPPLY SYSTEM IMPROVEMENT AND EXPANSION PROJECT FUNDED UNDER ICG 2016**

The **SINAIT WATER DISTRICT (SWD)** intends to apply the sum of ***Three Million Seven Hundred Thirty Two Thousand Seven Hundred Sixty Two and 30/100 pesos (~~P~~*3,732,762.30*)*** being the Approved Budget forthe Contract (ABC) to payments under the contract for the Sinait WD Water Supply System Improvement and Expansion Project Funded Under ICG 2016. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The **BALAOAN WATER DISTRICT (BWD)**, through its Bids and Awards Committee (BAC), being the office requested by the SinaitWD to undertake the bidding for which this Invitation To Bid is being issued, now invites bids for the Sinait WD Water Supply System Improvement and Expansion Project Funded Under ICG 2016. Completion of the Works is required in **One Hundred Fifty (150) Calendar Days.**The prospective Bidder should have completed, within ten (10) years prior to the date of submission and receipt of bids, a single largest completed contract (SLCC) similar to the Project, equivalent to at least 50% of the ABC. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
2. Bidding will be conducted by the BalaoanWD Bids & Awards Committee (BAC) through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specfied in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

1. Interested bidders may obtain further information from BalaoanWD BAC and inspect the Bidding Documents at the address given below during office hours (9:00 A.M. to 4:00 P.M) at the address given below.
2. A complete set of Bidding Documents may be acquired by interested bidders on **March 27, 2019** from the address below and upon payment of the applicable fee for the BiddingDocuments, pursuant to the latest Guidelines issued by the GPPB, in the amount of ***Five Thousand pesos (Php5,000.00)*** per set.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Balaoan WD*,* provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

1. The BalaoanWD BAC will hold a Pre-Bid Conference on April 5, 2019**, 2:00 P.M.**, at the BalaoanWD office, National Highway, Dr. CamiloOsias, Balaoan, La Union, which shall be open to prospective bidders.
2. Bids must be duly received by the BalaoanWDBAC at the address below on or before **April 22, 2019, 8:30 A.M.***.*All bids must be accompanied by a bid security in any ofthe acceptable forms and in the amount stated in **ITB** Clause [18.](#page24)

Bid opening shall be at **9:00 A.M.** on April 22**, 2019),** at theBalaoanWD Office, National Highway, Dr. CamiloOsias, Balaoan, La Union*.* Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

1. The **BalaoanWater 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

1. For further information, please refer to:

**Bids and Awards Committee**

Balaoan Water District

National Highway, Dr. CamiloOsias

Balaoan, La Union

***Section II. Instructions to Bidders***

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2. **General**
3. **Scope of Bid**

1.1. The Procuring Entity named in the [**BDS**,](#page38) invites bids for the construction of Works, as described in [Section VI. Specifications.](#page80)

1.2. The name, identification, and number of lots specific to this bidding are provided in the [**BDS**.](#page38) The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.

1.3. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause [1.17.](#page47)

1. **Source of Funds**

The Procuring Entity has a budget or received funds from the Funding Source named in the [**BDS**,](#page38) and in the amount indicated in the [**BDS**.](#page38) It intends to apply part of the funds received for the Project, as defined in the [**BDS**,](#page38) to cover eligible payments under the Contract for the Works.

1. **Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:

1. defines, for purposes of this provision, the terms set forth below as follows:
   1. "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
   2. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-

competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

* 1. “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of theProcuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
  2. “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
  3. “obstructive practice” is

1. deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
2. acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
3. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
4. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a)[.](#page9)

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause [34.](#page67)

1. **Conflict of Interest**

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

1. A Bidder has controlling shareholders in common with another idder;
2. A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
3. A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
4. A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
5. A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
6. A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
7. A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

1. If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
2. If the Bidder is a partnership, to all its officers and members;
3. If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
4. If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
5. If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

1. **Eligible Bidders**

5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:

1. Duly licensed Filipino citizens/sole proprietorships;
2. Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
3. Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
4. Cooperatives duly organized under the laws of the Philippines.
5. Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

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| 5.2. | The Procuring Entity may also invite foreign bidders when provided for under | | | | | |
|  | any Treaty or International or Executive Agreement as specified in the [**BDS**.](#page38) | | | | | |
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| 5.3. | Government owned or controlled corporations (GOCCs) may be eligible to | | | | | |
|  | participate only if they can establish that they (a) are legally and financially | | | | | |
|  | autonomous, (b) operate under commercial law, and (c) are not attached | | | | | |
|  | agencies of the Procuring Entity. | | | | | |
| 5.4. | (a) 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 Philippine Statistics Authority (PSA) consumer price | | | | | |
|  | index. However, contractors under Small A and Small B categories without | | | | | |
|  | similar experience on the contract to be bid may be allowed to bid if the cost | | | | | |
|  | of such contract is not more than the Allowable Range of Contract Cost | | | | | |
|  | (ARCC) of their registration based on the guidelines as prescribed by the | | | | | |
|  | PCAB. | | | | | |
|  | (b) 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 [**BDS**.](#page38) | | | | | |
|  |  |  |  |  | | |
|  | For this purpose, contracts similar to the Project shall be those described in the | | | | | |
|  | [**BDS**.](#page38) | | | | | |
|  |  |  | | | | |
| 5.5. | The Bidder must submit a computation of its Net Financial Contracting | | | | | |
|  | Capacity (NFCC), which must be at least equal to the ABC to be bid, | | | | | |
|  | calculated 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.

1. **Bidder’s Responsibilities**

6.1. The Bidder or its duly authorized representative shall submit a sworn 12.1(a)(v). The Bidder is responsible for the following:

1. Having taken steps to carefully examine all of the Bidding statement in the form prescribed in Section IX. Bidding Forms as required in ITB Clause Documents;
2. Having acknowledged all conditions, local or otherwise, affecting the implementation the of contract;
3. Having made an estimate of the facilities available and needed for the contract to be bid, if any;
4. Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause [10.4.](#page17)
5. Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
6. Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete,

and all statements and information provided therein are true and correct;

1. Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
2. Ensuring that the signatory 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, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or

Secretary’s Certificate, whichever is applicable;

1. Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
2. Complying with existing labor laws and standards, if applicable. Moreover, bidder undertakes to:
3. Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

1. Comply with occupational safety and health standards and to correct deficiencies, if any.In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment’s premises; and

1. Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

6.2. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

6.3. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or 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.

6.4. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

6.5. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

6.6. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.7. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

1. **Origin of Goods and Services**

There is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

1. **Subcontracts**

8.1. Unless otherwise specified in the [**BDS**,](#page38) the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the [**BDS**.](#page38) However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2. Subcontractors must submit the documentary requirements under **ITB** Clause [12](#page18) and comply with the eligibility criteria specified in the [**BDS**.](#page38) In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.

8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

* 1. **Contents of Bidding Documents**

1. **Pre-Bid Conference**

9.1. If so specified in the [**BDS**,](#page38) a pre-bid conference shall be held at the venue

and on the date indicated therein, to clarify and address the Bidders’ questions on the technical and financial components of this Project.

The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference

shall be held at least thirty (30) calendar days before the deadline for thesubmission and receipt of bids, as specified in the **BDS**.

9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity’s requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

1. **Clarification and Amendment of Bidding Documents**

10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the [**BDS**](#page39)at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause [23.](#page28)

1. **Preparation of Bids**
2. **Language of Bids**

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered

translator in the foreign bidder’s country; and 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. The English translation shall govern, for purposes of interpretation of the bid.

1. **Documents Comprising the Bid: Eligibility and Technical Components**

12.1. Unless otherwise indicated in the [**BDS**,](#page39) the first envelope shall contain the following eligibility and technical documents:

1. Eligibility Documents –

Class “A” Documents

*Legal Documents*

* 1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
     1. Mayor’s/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.

In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post-qualification requirement in accordance with Section 34.2 of the IRR of RA 9184;

1. Tax clearance per E.O. 398, s 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR);

* 1. PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;

1. Omnibus Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

The Omnibus Sworn Statement executed by the bidder, or its duly authorized representative shall be accompanied by a duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;

1. Unless otherwise provided in the [**BDS**,](#page39) a valid Philippine Contractors Accreditation Board (PCAB) License or Special PCAB License in case of Joint Ventures, and registration to the type and cost the contract to be bid, and;
2. *Technical Documents*
3. Statement 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;
4. Statement of the Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, in accordance with ITB Clause 5.4.

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

(viii.1) name of the contract;

(viii.2) date of the contract;

(viii.3) contract duration;

(viii.4) owner’s name and address;

(viii.5) nature of work;

(viii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;

(viii.7) total contract value at award;

(viii.8) date of completion or estimated completion time;

(viii.9) total contract value at completion, if applicable;

(viii.10) percentages of planned and actual accomplishments, if applicable; and

(viii.11)value of outstanding works, if applicable.

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

*(c) Financial Documents*

* 1. NFCC computation in accordance with ITB Clause 5.5.;
  2. The prospective bidder’s audited financial statements, stamped “***received***” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year, which should not been earlier than two (2) years from bid submission;

1. Bid Securing Declaration (BSD) ***or*** any form of Bid security in accordance with **ITB** Clause [18](#page24) and in an amount as stated in the **BDS** which shall be not less than the percentage of the ABC. If the Bidder opts to submit the bid security in the form of:

(xi.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(xi.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.

Class “B” Documents

1. If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566 and its IRR.

Other Technical Documents –

* 1. Project Requirements, which shall include the following:

(xiii.1) Organizational chart for the contract to be bid;

(xiii.2) List of contractor’s 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. These personnel must meet the required minimum years of experience set in the **BDS**; and

(xiii.3) 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, which must meet the minimum requirements for the contract set in the **BDS**.

1. **Documents Comprising the Bid: Financial Component**

13.1. Unless otherwise stated in the [**BDS**,](#page40) the financial component of the bid shall contain the following:

1. Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
2. Any other document related to the financial component of the bid as stated in the [**BDS**.](#page40)

13.2. Unless otherwise stated in the [**BDS,**](#page40)all Bids that exceed the ABC shall not be accepted.

(a)  Unless otherwise indicated in the [BDS](#bds13_2), for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

1. Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
2. The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
3. The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
4. The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer’s/procuring entity’s estimate.
5. The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.
6. **Alternative Bids**

14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2. 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**,](#page40) alternative bids shall not be accepted.

14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder’s participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

1. **Bid Prices**

15.1. The contract shall be for the whole Works, as described in **ITB** Clause [1.1,](#page9) based on the priced Bill of Quantities submitted by the Bidder.

15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is

indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for

free to the Government, except those required by law or regulations to be provided for.

15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.

15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause [48.](#page74) Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

1. **Bid Currencies**

16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.

16.2. If so allowed in accordance with **ITB** Clause [16.1,](#page23) the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the *BangkoSentralngPilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

1. **Bid Validity**

17.1. Bids shall remain valid for the period specified in the [**BDS**](#page40)which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause [18](#page24) should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the

request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

1. **Bid Security**

18.1. The Bidder shall submit a Bid Securing Declaration (BSD) ***or*** any form of

Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  |  |  |  | Amount of Bid Security |
|  | Form of Bid Security | | |  | (Not less than the Percentage of |
|  |  |  |  |  | the ABC) |
| (a) | Cash | or cashier’s/manager’s | | |  |
|  | check issued by a Universal or | | | |  |
|  | Commercial Bank. | | |  |  |
|  |  |  | |  |  |
| (b) | Bank | draft/guarantee | | or |  |
|  | irrevocable letter of credit issued | | | |  |
|  | by a | Universal | or Commercial | | Two percent (2%) |
|  | Bank: Provided, however, that it | | | |  |
|  | Shall | Be | confirmed | or |  |
|  | authenticated by a Universal or | | | |  |
|  | Commercial Bank, if issued by a | | | |  |
|  | foreign bank. | |  |  |  |
|  |  |  |  |  |  |
| (c) | Surety | bond | callable | upon |  |
|  | demand issued by a surety or | | | |  |
|  | insurance company duly certified | | | | Five percent (5%) |
|  | by the Insurance Commission as | | | |
|  |  |
|  | authorized to issue such security; | | | |  |
|  | and/or |  |  |  |  |

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

18.2. The bid security should be valid for the period specified in the [**BDS**.](#page41) Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a requestfor reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause [18.2.](#page24)

18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause [31,](#page35) and the posting of the performance security, pursuant to **ITB** Clause [32,](#page35) the successful Bidder’s Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause [18.2.](#page24)

18.5. The bid security may be forfeited:

1. if a Bidder:
   1. withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
   2. does not accept the correction of errors pursuant to **ITB** Clause [27.3(b);](#page31)
   3. has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;
   4. submission of eligibility requirements containing false information or falsified documents;
   5. submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
   6. allowing the use of one’s name, or using the name of another for purposes of public bidding;
   7. withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
   8. refusal or failure to post the required performance security within the prescribed time;
   9. refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
   10. any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;

* 1. failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  2. all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

1. if the successful Bidder:
   1. fails to sign the contract in accordance with **ITB** Clause [31;](#page35)
   2. fails to furnish performance security in accordance with **ITB** Clause [32.](#page35)
2. **Format and Signing of Bids**

19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause [21](#page27) in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause [12.1,](#page18) and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

19.2 Forms as mentioned in **ITB** Clause [19.1](#page26) must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses [12](#page18) and [13.](#page21) In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

1. **Sealing and Marking of Bids**

20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause [12,](#page18) in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”

20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO.\_\_\_,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3. The original and the number of copies of the bid as indicated in the [**BDS**](#page41)

shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

20.4. All envelopes shall:

1. contain the name of the contract to be bid in capital letters;
2. bear the name and address of the Bidder in capital letters;
3. be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 20.1;
4. bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
5. bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with **ITB** Clause [21.](#page27)

20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

* 1. **Submission and Opening of Bids**

1. **Deadline for Submission of Bids**

Bids must be received by the Procuring Entity’s BAC at the address and on or before the date and time indicated in the [**BDS**.](#page41)

1. **Late Bids**

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause [21,](#page27) shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of Bid Submission and Opening, the Bidder’s name, its representative and the time the late bid was submitted.

1. **Modification and Withdrawal of Bids**

23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause [23.1](#page28) shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and

the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause [18.5,](#page25) and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

1. **Opening and Preliminary Examination of Bids**

24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the [**BDS**.](#page41) In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for thatparticular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated “passed.” The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in [**ITB**](#page41)Clause 13.2, the BAC shall rate the bid concerned as “failed.” Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

24.6. In the case of an eligible foreign bidder as described in **ITB** Clause [5,](#page12) the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:

1. Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
2. Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and
3. Audited Financial Statements showing, among others, the prospective

Bidder’s total and current assets and liabilities stamped “received” by the

Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

24.7. Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses [12.1(a)(vii)](#page19) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.

24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security,findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

* 1. **Evaluation and Comparison of Bids**

1. **Process to be Confidential**

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

25.2. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.

1. **Clarification of Bids**

To assist in the evaluation, comparison and post-qualification of the bids, the Procuring Entity may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by the Procuring Entity shall not be considered.

1. **Detailed Evaluation and Comparison of Bids**

27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

27.2. The Lowest Calculated Bid shall be determined in two steps:

1. The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

1. The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using non-discretionary “pass/fail” criterion. The BAC shall consider the following in the evaluation of bids:

1. Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
2. Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the [**BDS**.](#page41)

27.5. The Procuring Entity’s evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.

27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

1. **Post Qualification**

28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, [12,](#page18) and [13.](#page21)

28.2. 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**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted pursuant to **ITB** Clauses [12](#page18) and [13,](#page21) as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary “pass/fail” criterion, which shall be completed within a period of twelve (12) calendar days.

28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at itssubmitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause [30.3.](#page34)

28.5. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.

28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for

reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

1. **Reservation Clause**

29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder’s capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

1. If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
2. If the Procuring Entity’s BAC is found to have failed in following the prescribed bidding procedures; or
3. For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
   1. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
   2. If the project is no longer necessary as determined by the HoPE; and
   3. If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:

1. No bids are received;
2. All prospective Bidders are declared ineligible;
3. All bids fail to comply with all the bid requirements, fail post-qualification; or
4. The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.
   1. **Award of Contract**
5. **Contract Award**

30.1. Subject to **ITB** Clause [28,](#page32) the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

1. Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
   1. In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
   2. Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
2. Posting of the performance security in accordance with **ITB** Clause [32;](#page35)
3. Signing of the contract as provided in **ITB** Clause [31;](#page35) and
4. Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
5. **Signing of the Contract**

31.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.

31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

31.4. The following documents shall form part of the contract:

1. Contract Agreement;
2. Bidding Documents;
3. Winning Bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.,* Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
4. Performance Security;
5. Notice of Award of Contract; and
6. Other contract documents that may be required by existing laws and/or specified in the [**BDS**.](#page42)
7. **Performance Security**

32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Amount of Performance Security

Form of Performance Security (Not less than the Percentage of the Total Contract Price)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Cash or cashier’s/manager’s | | | | | | |  |
| check issued by a Universal or | | | | | | |  |
| Commercial Bank. | | | |  |  |  |  |
|  |  | | | |  |  |  |
| Bank | draft/guarantee | | | |  | or |  |
| irrevocable | | letter | | of | credit | |  |
| Issued | by | a | Universal | | | or | Ten percent (10%) |
| Commercial | | Bank: | | Provided, | | |  |
| however, that it shall be | | | | | | |  |
| confirmed or authenticated by a | | | | | | |  |
| Universal or Commercial Bank, | | | | | | |  |
| if issued by a foreign bank. | | | | | |  |  |
|  |  | |  | |  | |  |
| (a) Surety | Bond | | callable | | upon | |  |
| demand issued by a surety | | | | | | or | Thirty percent (30%) |
| insurance | | company | | | duly | |  |
| certified | by |  | the | Insurance | | |  |
| Commission | | as | authorized | | | to |  |
| issue such security. | | | |  |  |  |  |

32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

1. **Notice to Proceed**

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

1. **Protest Mechanism**

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.

***Section III. Bid Data Sheet***

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | **Bid Data Sheet** | | | |  |  |
|  |  |  |  |  |  |  |  |  |  |
| **ITB Clause** |  |  |  |  |  |  |  |  |  |
|  |  |  |  | |  | |  | | |
| [1.1](#page9) |  | The Procuring Entity is the Sinait Water District. | | | | | | | |
|  |  | The name of the Contract is: Sinait WD Water Supply System Improvement and Expansion Project Funded Under ICG 2016. | | | | | | | |
|  |  |  | | | | | | | |
|  |  | No name and identification number is provided for this contract. | | | | | | |  |
|  |  |  | | |  |  |  |  |  |
| [2](#page9) |  | The Funding Source is: | | | |  |  |  |  |
|  |  | The Local Water Utilities Administration (LWUA) and funds for this contract will come from LWUA ICG 2016. | | | | | | | |
|  |  | The name of the Contract is: Sinait WD Water Supply System Improvement and Expansion Project Funded Under ICG 2016. | | | | | | | |
|  |  |  | | | | | | | |
|  |  |  | | |  |  |  |  |  |
| 3.1 |  | No further instructions. | | | |  |  |  |  |
|  |  |  | | |  |  |  |  |  |
| 5.1 |  | No further instructions. | | | |  |  |  |  |
|  |  |  | | |  | |  | |  |
| [5.2](#page13) |  | Bidding is restricted to eligible bidders as defined in ITB Clause 5.1. | | | | | | |  |
|  |  |  | | |  |  |  |  |  |
| 5.4(a) |  | For this purpose, similar contracts shall refer to contracts that have the | | | | | | | |
|  |  |
|  |  |  | | |  | |  | | |
|  |  | same major categories of work (i.e. water supply system projects –source development, construction, supply & installation of pipeline, | | | | | | | |
|  |  |  | |  | | , | | supply/installation | and |
|  |  | testing/commissioning of electro-mechanical equipment and related | | | | | | | |
|  |  | works.) | |  |  |  |  |  |  |
|  |  |  | | | |  |  |  |  |
| [8.](#page16) |  | Subcontracting is not allowed. | | | |  |  |  |  |
|  |  |  | | | |  |  |  |  |
| [9.1](#page16) |  |  |  |  |  |  |  |  |  |
|  |  | The Balaoan Water District BAC will hold a pre-bid conference for this Project on **April 5, 2019), 2:00 P.M**.at BWD Office,vNational Highway, Dr.CamiloOsias, Balaoan, La Union. | | | | | | | |
|  |  |  | | | | | | | |
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|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 10.1 | The Procuring Entity’s address is: | |  |  |
|  | Balaoan Water District  National Highway, Dr. CamiloOsias, Balaoan, La Union | | |  |
|  |  | |  |  |
|  |  | |  |  |
| [10.4](#page17) | No further instructions. | |  |  |
|  |  | | | |
| [12.1](#page18) | a) Registration Certificate from the Securities and Exchange Commission | | | |
|  | (SEC), Department of Trade and Industry (DTI) for sole | | | |
|  | proprietorship, or CDA for cooperatives; | | |  |
|  | b) Mayor’s/Business permit issued by the local government where the | | | |
|  | principal place of business of the Bidder is located; | | |  |
|  | **c)Tax Clearance;** | |  |  |
|  | d)Philippine Contractors Accreditation Board (PCAB) license and | | | |
|  | registration; and | |  |  |
|  | e)Audited Financial Statements showing, among others, the prospective | | | |
|  | Bidder’s total and current assets and liabilities stamped “received” by | | | |
|  | the Bureau of Internal Revenue or its duly accredited and authorized | | | |
|  | institutions, for the preceding calendar year which should not be earlier | | | |
|  | than two years from the date of bid submission. | | |  |
|  |  | | | |
| 12.1(a)(vi) | ***Valid PCAB license and registration for Size Range: Medium A, Water*** | | | |
|  | ***Supply System Facilities; License Category: Category B, in accordance*** | | | |
|  | ***with PCAB Board Circular No. 001 Series of 2009 .*** | | |  |
|  |  | | | |
| 12.1(c)(xiii.2) | A minimum of ten (10) years work experience is required for herein key | | | |
|  | personnel to be engaged/provided by the contractor: | | |  |
|  | **MINIMUM** | **CONTRACTOR’S** | **TEAM** | **COMPOSITION/** |
|  | **MANPOWER NETWORK:** | |  |  |
|  | **DESIGN TEAM** | |  |  |
|  | Project Design Engineer | |  | (1) |
|  | Engineering Assistant / Draftsman | |  | (1) |
|  | Mechanical/Electrical Engineer | |  | (1) |
|  | **CONSTRUCTION TEAM** | |  |  |
|  | Project Manager | |  | (1) |
|  | Project Engineer | |  | (1) |
|  | Warehouseman / Timekeeper | |  | (1) |
|  | Foremen |  |  | (1) |
|  |  |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 12.1(c)(xiii.3) |  | The minimum major equipment requirements are the following: | | | | | | | | | | | | |
|  |  | Equipment | |  | |  | Capacity | | | | | Number of Units | | |
|  |  |  | |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Mini backhoe | | |  |  | 5000 lbs | | | |  | 1 |  |  |
|  |  | Dumptruck | | |  |  | 12 cum | | | |  | 1 |  |  |
|  |  | Truck, Elf (or equal) | | |  |  | 5 tons | | | |  | 1 |  |  |
|  |  | Concrete Saw/Cutter | | |  |  |  |  |  |  |  | 1 |  |  |
|  |  | Concrete Vibrator | | |  |  |  |  |  |  |  | 1 |  |  |
|  |  | Plate Compactor | | |  |  |  |  |  |  |  | 1 |  |  |
|  |  | Concrete Mixer | | |  |  | 1-bagger | | | |  | 1 |  |  |
|  |  | Compressor with Jack | | |  |  |  |  |  |  |  | 1 |  |  |
|  |  | Hammer | | |  |  |  |  |  |  |  |  |  |  |
|  |  |  | |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | | | |  |  |  |  |  |  |  |  |  |
| [13.1](#page21) |  | No additional Requirements. | | | |  |  |  |  |  |  |  |  |  |
|  |  |  | | | | | |  |  | | |  |  |  |
| 13.1(b) |  | This shall include the following documents: | | | | | | | | | |  |  |  |
|  |  | 1) Detailed estimates, including a summary sheet indicating the unit | | | | | | | | | | | | |
|  |  | prices of construction materials, labor rates, and equipment rentals | | | | | | | | | | | | |
|  |  | used in coming up with the Bid; and | | | | | | | | | |  |  |  |
|  |  | 2) Cash flow by quarter or payment schedule. | | | | | | | | | |  |  |  |
|  |  |  | |  |  |  |  |  |  |  |  |  |  |  |
| 13.2 |  | The ABC is**Three Million Seven Hundred Thirty Two Thousand Seven Hundred Sixty Two and 30/100 pesos(Php. 3,732,762.30).** | | | | | | | | | | | | |
|  |  |
|  |  |  |  | | | | | | Any bid with a | | | | | |
|  |  | financial component exceeding this amount shall not be accepted. | | | | | | | | | | | | |
|  |  |  | | | |  |  |  |  |  |  |  |  |  |
| [14.2](#page22) |  | No further instructions. | | | |  |  |  |  |  |  |  |  |  |
|  |  |  | | | |  |  |  |  |  |  |  |  |  |
| 15.4 |  | No further instruction. | | | |  |  |  |  |  |  |  |  |  |
|  |  |  | | | | | | | | | |  |  |  |
| [16.1](#page23) |  | The bid prices shall be quoted in Philippine Pesos. | | | | | | | | | |  |  |  |
|  |  |  | | | |  |  |  |  |  |  |  |  |  |
| 16.3 |  | No further instructions. | | | |  |  |  |  |  |  |  |  |  |
|  |  |  | | | | | | | | | | | | |
| [17.1](#page23) |  | Bids will be valid in **one hundred twenty (120) days** from the date of the | | | | | | | | | | | | |
|  |  | opening of Bids*.* | | | |  |  |  |  |  |  |  |  |  |
|  |  |  | |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | |  |  |  |  |  |  |  |  |  |  |  |



|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| [18.1](#page24) | The bid security shall be in the form of a Bid Securing Declaration or any of | | | | | |
|  | the following forms and amounts: | | | | | |
|  | (a) The amount of not less than | **~~P~~** | ***74,655.25****[2% of ABC],*if bid security | | | |
|  |  |  |  |  |  |  |
|  | is in cash, cashier’s/manager’s check, bank draft/guarantee or | | | | | |
|  | irrevocable letter of credit; | | | | | |
|  | (b) The amount of not less than | **~~P~~** | | ***186,638.12****[5% of ABC]*if bid security | | |
|  | is in Surety Bond. |  | | | |  |
|  |  | | | | | |
| [18.2](#page24) | The bid security or the Bid Securing Declaration will be valid for **one** | | | | | |
|  | **Hundredtwenty (120) calendar days** from receipt of bids. | | | | | |
|  |  | | | | | |
| [20.3](#page27) | The Bidder shall submit the Eligibility and Technical Documents arranged, | | | | | |
|  | numbered and tabbed. Each Bidder shall submit one (1) original and three | | | | | |
|  | (3) copies of the first and second components of its bid. The bidders shall | | | | | |
|  | sign the seal of their respective bid envelopes prior to submission. | | | | | |
|  |  | | | | | |
| [21](#page27) | The address for submission of bids is: | | | | | |
|  | Bids and Awards Committee | | | | | |
|  | Balaoan Water District | | | | | |
|  | National Highway, Dr. CamiloOsias | | | | | |
|  | Balaoan, La Union | | | | | |
|  |  | | | | | |
|  | The deadline for Submission of Bids is April 22,2019 at **8:30 A.M. at BWD office, National Highway, Dr.CamiloOsias, Balaoan, La Union** | | | | | |
|  |  |  |  |  |  |  |
|  |  | | | | | |
| [24.1](#page28) | The place of bid opening is: | | | | | |
|  |  | | | | | |
|  | Balaoan Water District | | | | | |
|  | National Highway, Dr. CamiloOsias | | | | | |
|  | Balaoan, La Union | | | | | |
|  | Bids shall be opened in public immediately after bid submission. | | | | | |
|  |  | | | | | |
| 24.2 | No further instructions. | | | | | |
|  |  | | | | | |
| 24.3 | No further instructions. | | | | | |
|  |  |  |  |  |  |  |
| 27.3 | Partial bid is not allowed. The infrastructure project is packaged in a single | | | | | |
|  |
|  | lot and the lot shall not be divided into sub-lots for the purpose of bidding, | | | | | |
|  | evaluation, and contract award. | | | | | |
|  |  | | | | | |
| [27.4](#page31) | No further instructions. | | | | | |
|  |  | | | | | |
| 28.2 | None. | | | | | |
|  |  |  |  |  |  |  |



|  |  |  |
| --- | --- | --- |
| [31.4(f)](#page35) | The following additional contract documents relevant to the Project are | |
|  | required to be provided before the signing of the contract: | |
|  | 1. | Statement of Availability of Key Personnel and Equipment; |
|  | 2. | Construction Schedule and S-curve; |
|  | 3. | Manpower Utilization Schedule; |
|  | 4. | Contractor’s Organizational Chart for the Contract; |
|  | 5. | Key Personnel (Format of Biodata); |
|  | 6. | List of Equipment, Owned or Leased and/or under Purchase |
|  |  | Agreements, Pledeged to the Proposed Constract; |
|  |  |  |
|  |  |  |

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[**51. OPERATING AND MAINTENANCE MANUALS**](#page75)[**75**](#page75)

1. **Definitions**

For purposes of this Clause, boldface type is used to identify defined terms.

1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in **GCC** Clause [21.](#page62)

1.2. **Bill of Quantities** refers to a list of the specific items of the Work and theircorresponding unit prices, lump sums, and/or provisional sums.

1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity’s Representative, in accordance with **GCC** Clause [49.](#page75)

1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.

1.5 The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.

1.6 The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.

1.7 **Contract Time Extension** is the allowable period for the Contractor tocomplete the Works in addition to the original Completion Date stated in this Contract.

1.8 The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

1.9 The **Contractor’s Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.

1.10 **Days** are calendar days; months are calendar months.

1.11 **Dayworks**are varied work inputs subject to payment on a time basis for theContractor’s employees and Equipment, in addition to payments for associated Materials and Plant.

1.12 A **Defect** is any part of the Works not completed in accordance with the Contract.

1.13 The **Defects Liability Certificate** is the certificate issued by Procuring Entity’s Representative upon correction of defects by the Contractor.

1.14 The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.

1.15 **Drawings** are graphical presentations of the Works. They include allsupplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.

1.16 **Equipment** refers to all facilities, supplies, appliances, materials or thingsrequired for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.

1.17 The **Intended Completion Date** refers to the date specified in the [**SCC**](#page77)when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity’s Representative by issuing an extension of time or an acceleration order.

1.18 **Materials** are all supplies, including consumables, used by the Contractor forincorporation in the Works.

1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity’s Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.

1.20 **Permanent Works** are all permanent structures and all other project featuresand facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.

1.21 **Plant** refers to the machinery, apparatus, and the like intended to form anintegral part of the Permanent Works.

1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the [**SCC**.](#page77)

1.23 The **Procuring Entity’sRepresentative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the [**SCC**,](#page77) who shall be responsible for supervising the execution of the Works and administering this Contract.

1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the [**SCC**,](#page77) **or** notified to the Contractor by the Procuring Entity’s Representative asforming part of the Site.

1.25 **Site Investigation Reports** are those that were included in the BiddingDocuments and are factual and interpretative reports about the surface and subsurface conditions at the Site.

1.26 **Slippage** is a delay in work execution occurring when actual accomplishmentfalls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

1.27 **Specifications** means the description of Works to be done and the qualities ofmaterials to be used, the equipment to be installed and the mode of construction.

1.28 The **Start Date**, as specified in the [**SCC**,](#page77) is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.

1.30 **Temporary Works**

by the Contractor

Permanent Works.

are works designed, constructed, installed, and removed that are needed for construction or installation of the

1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executedby the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity’s Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the [**SCC.**](#page77)

1. **Interpretation**

2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity’s Representative will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the [**SCC**,](#page77) references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3. The documents forming this Contract shall be interpreted in the following order of priority:

1. Contract Agreement;
2. Bid Data Sheet;
3. Instructions to Bidders;
4. Addenda to the Bidding Documents;
5. Special Conditions of Contract;
6. General Conditions of Contract;
7. Specifications;
8. Bill of Quantities; and
9. Drawings.
10. **Governing Language and Law**

3.1. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract which are exchanged by the parties shall be written in English.

3.2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

1. **Communications**

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is received by the concerned party.

1. **Possession of Site**

5.1. On the date specified in the [**SCC**,](#page77) the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with 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.

5.2. If possession of a portion is not given by the date stated in the [SCC](#page77) Clause [5.1,](#page49) 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 shall be in accordance with **GCC** Clause [47.](#page73)

5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

5.4. The Contractor shall allow the Procuring Entity’s Representative and any person authorized by the Procuring Entity’s Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

1. **The Contractor’s Obligations**

6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.

6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity’s Representative, and complete them by the Intended Completion Date.

6.3. The Contractor shall be responsible for the safety of all activities on the Site.

6.4. The Contractor shall carry out all instructions of the Procuring Entity’s Representative that comply with the applicable laws where the Site is located.

6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the [**SCC**,](#page77) 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.

6.6. If the Procuring Entity’s Representative asks the Contractor to remove a member of the Contractor’s staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.

6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.

6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity’s Representative of such discoveries and carry out the Procuring Entity’s Representative’s instructions in dealing with them.

1. **Performance Security**

7.1. 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 Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause [32.2.](#page35)

7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.

7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:

1. There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
2. The Contractor has no pending claims for labor and materials filed against it; and
3. Other terms specified in the [**SCC**.](#page77)

7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause [32.2](#page35) to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

7.7. Unless otherwise indicated in the [**SCC**,](#page77) the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 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.

8. **Subcontracting**

8.1. Unless otherwise indicated in the [**SCC**,](#page77) the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause [8.1.](#page16)

8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor’s own acts, defaults, or negligence, or those of its agents, servants or workmen.

8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. **Liquidated Damages**

9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor’s liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.

9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. **Site Investigation Reports**

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the [**SCC**](#page77)

supplemented by any information obtained by the Contractor.

11 **The Procuring Entity, Licenses and Permits**

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.

1. **Contractor’s Risk and Warranty Security**

11.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

11.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

11.3. Unless otherwise indicated in the [**SCC**,](#page78) in case the Contractor fails to comply with the preceding paragraph, 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.

11.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects,” *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

1. Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
2. Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
3. Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes

to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;

1. Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
2. Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non– compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

11.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the [**SCC**](#page78)reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

11.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  | Amount of Warranty Security |
|  |  | Form of Warranty | | | |  | Not less than the Percentage |
|  |  |  |  |  |  |  | (%) of Total Contract Price |
| (a) | Cash or letter of credit issued by | | | | | |  |
|  | Universal | | Or | Commercial | | bank: |  |
|  | provided, however, that the letter of | | | | | |  |
|  | credit | Shall | | be | confirmed | or | Five Percent (5%) |
|  | authenticated by a Universal or | | | | | |  |
|  | Commercial bank, if issued by a | | | | | |  |
|  | foreign bank | | |  |  |  |  |
| (b) | Bank | guarantee | | | confirmed | by |  |
|  | Universal | | Or | Commercial | | bank: |  |
|  | provided, however, that the letter of | | | | | |  |
|  | credit | Shall | | be | confirmed | or | Ten Percent (10%) |
|  | authenticated by a Universal or | | | | | |  |
|  | Commercial bank, if issued by a | | | | | |  |
|  | foreign bank | | |  |  |  |  |
| (c) | Surety bond callable upon demand | | | | | |  |
|  | issued | By | GSIS or | | any surety or | | Thirty Percent (30%) |
|  | insurance company duly certified by | | | | | |
|  |  |
|  | the Insurance Commission | | | | |  |  |

11.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.

11.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause [12.5,](#page54) the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

1. **Liability of the Contractor**

Subject to additional provisions, if any, set forth in the [**SCC**,](#page78) the Contractor’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

1. **Procuring Entity’s Risk**

13.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

* + 1. The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
  1. any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
  2. negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

1. The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
2. **Insurance**

15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:

* + 1. Contractor’s All Risk Insurance;
    2. Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
    3. Personal injury or death of Contractor’s employees; and
    4. Comprehensive insurance for third party liability to Contractor’s direct or indirect act or omission causing damage to third persons.

15.2. The Contractor shall provide evidence to the Procuring Entity’s Representative that the insurances required under this Contract have beeneffected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity’s Representative. Such evidence and such policies shall be provided to the Procuring Entity’s through the Procuring Entity’s Representative.

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity’s Representative the insurance policies in force including the receipts for payment of the current premiums.The above

insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity’s Representative.

15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor’s expense, take whatever measure is deemed necessary for its protection and that of the Contractor’s personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under **GCC** Clause [40](#page68) until the Contractor complies with this Clause.

15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity’s demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

* + 1. The issuer of the insurance policy to be replaced has:
  1. become bankrupt;
  2. been placed under receivership or under a management committee;
  3. been sued for suspension of payment; or
  4. been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or

* 1. Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

1. **Termination for Default of Contractor**

16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:

* + 1. Due to the Contractor’s fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
    2. Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
    3. The Contractor:
  1. abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
  2. does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
  3. does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
  4. neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
  5. sub-lets any part of this Contract without approval by the Procuring Entity.

16.2. All materials on the Site, Plant, Works, including Equipment purchased and funded under the Contract shall be deemed to be the property of the Procuring Entity if this Contract is rescinded because of the Contractor’s default.

1. **Termination for Default of Procuring Entity**

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:

* + 1. Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or
    2. The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

1. **Termination for Other Causes**

18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

18.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.

18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:

* + 1. The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity’s Representative;
    2. The Procuring Entity’s Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
    3. The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
    4. A payment certified by the Procuring Entity’s Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity’s Representative’s certificate;
    5. The Procuring Entity’s Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity’s Representative;
    6. The Contractor does not maintain a Security, which is required;
    7. The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause [9;](#page52) and
    8. 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, the following:
  1. corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause [3.1(a),](#page9) unless otherwise specified in the SCC;
  2. drawing up or using forged documents;
  3. using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
  4. any other act analogous to the foregoing.

18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity’s Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause [18.3,](#page58) the Procuring Entity’s Representative shall decide whether the breach is fundamental or not.

18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

1. **Procedures for Termination of Contracts**

19.1. The following provisions shall govern the procedures for the termination of this Contract:

* + 1. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
    2. Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:

* 1. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  2. the extent of termination, whether in whole or in part;
  3. an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
  4. special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report;

1. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
2. The Procuring Entity may, at anytime before receipt of the Contractor’s verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor’s receipt of the notice;
3. Within a non-extendible period of ten (10) calendar days from receipt

of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

1. The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:

* + 1. Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (“NTP”);
    2. Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited *to* the following:
  1. Employment of competent technical personnel, competent engineers and/or work supervisors;
  2. Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
  3. Stockpiling in proper places of all materials and removal from the project site of waste and excess materials***,*** including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
  4. Deployment of committed equipment, facilities, support staff and manpower; and
  5. Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.

1. Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
2. Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System (“CPES”) rating sheet.

In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:

* 1. Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  2. Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.

1. Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

In addition to the penalty of suspension, the performance security posted by the contractor shall also be forfeited.

1. **Force Majeure, Release From Performance**

20.1. For purposes of this Contract the terms “*force majeure*” and “fortuitous event” may be used interchangeably. In this regard, a fortuitous event or *forcemajeure*shall be interpreted to mean an event which the Contractor could nothave foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.

20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.

20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:

* + 1. any sum to which the Contractor is entitled under **GCC** Clause [28;](#page65)
    2. the cost of his suspension and demobilization;
    3. any sum to which the Procuring Entity is entitled.

20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

1. **Resolution of Disputes**

21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2. If the Contractor believes that a decision taken by the Procuring Entity’s Representative was either outside the authority given to the Procuring Entity’s

Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the [**SCC**](#page78)within fourteen

days of the notification of the Procuring Entity’s Representative’s decision.

21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the “ Arbitration Law” and Republic Act 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004”: *Provided, however*, That, disputes that are within the competence of the ***Construction IndustryArbitrationCommission****to resolve shall be referred thereto*. The process ofarbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further,*That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

1. **Suspension of Loan, Credit, Grant, or Appropriation**

In the event that the Funding Source suspends the Loan, Credit, Grant, or Appropriation to the Procuring Entity, from which part of the payments to the Contractor are being made:

* + 1. The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
    2. If the Contractor has not received sums due it for work already done within forty five (45) days from the time the Contractor’s claim for payment has been certified by the Procuring Entity’s Representative, the Contractor may immediately issue a suspension of work notice in accordance with **GCC** Clause [45.2.](#page72)

1. **Procuring Entity’s Representative’s Decisions**

23.1. Except where otherwise specifically stated, the Procuring Entity’s Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

23.2. The Procuring Entity’s Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

1. **Approval of Drawings and Temporary Works by the Procuring Entity’s Representative**

24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity’s Representative before its use.

24.2. The Contractor shall be responsible for design of Temporary Works.

24.3. The Procuring Entity’s Representative’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

1. **Acceleration and Delays Ordered by the Procuring Entity’s Representative**

25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity’s Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

25.2. If the Contractor’s Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

1. **Extension of the Intended Completion Date**

26.1. The Procuring Entity’s Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.

26.2. The Procuring Entity’s Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity’s Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

1. **Right to Vary**

27.1. The Procuring Entity’s Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.

27.2. Variations shall be valued as follows:

* + 1. At a lump sum price agreed between the parties;
    2. where appropriate, at rates in this Contract;
    3. in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which

* + 1. at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

1. **Contractor's Right to Claim**

If the Contractor incurs cost as a result of any of the events under **GCC** Clause [13,](#page55) the Contractor shall be entitled to the amount of such cost. If as a result of any of the said events, it is necessary to change the Works, this shall be dealt with as a Variation.

1. **Dayworks**

29.1. Subject to **GCC** Clause [43](#page70) on Variation Order, and if applicable as indicated in the [**SCC**,](#page78) 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.

29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity’s Representative. Each completed form shall be verified and signed by the Procuring Entity’s Representative within two days of the work being done.

29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

1. **Early Warning**

30.1. The Contractor shall warn the Procuring Entity’s Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity’s Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2. The Contractor shall cooperate with the Procuring Entity’s Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity’s Representative.

1. **Program of Work**

31.1. Within the time stated in the [**SCC**,](#page78) the Contractor shall submit to the Procuring

Entity’s Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

31.3. 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.**](#page78)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**](#page78)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.

31.4. The Procuring Entity’s Representative’s approval of the Program of Work shall not alter the Contractor’s obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity’s Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity’s Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

1. **Management Conferences**

32.1. Either the Procuring Entity’s Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

32.2. The Procuring Entity’s Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity’s Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

1. **Bill of Quantities**

33.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.

33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity’s Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.

33.4. If requested by the Procuring Entity’s Representative, the Contractor shall provide the Procuring Entity’s Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

1. **Instructions, Inspections and Audits**

34.1. The Procuring Entity’s personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

34.2. If the Procuring Entity’s Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

34.3. The Contractor shall permit the Funding Source named in the [**SCC**](#page78)to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

1. **Identifying Defects**

The Procuring Entity’s Representative shall check the Contractor’s work and notify the Contractor of any defects that are found. Such checking shall not affect the Contractor’s responsibilities. The Procuring Entity’s Representative may instruct the Contractor to search uncover defects and test any work that the Procuring Entity’s Representative considers below standards and defective.

1. **Cost of Repairs**

Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Periods shall be remedied by the Contractor at the Contractor’s cost if the loss or damage arises from the Contractor’s acts or omissions.

1. **Correction of Defects**

37.1. The Procuring Entity’s Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity’s Representative.

37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity’s Representative’s notice.

37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can

request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

1. **Uncorrected Defects**

38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

1. **Advance Payment**

39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the [**SCC**.](#page78)

39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.

39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.

39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in [**SCC**](#page78)Clause[39.1.](#page68)

1. **Progress Payments**

40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the [**SCC**,](#page79) materials and equipment delivered on the site but not completely put in place shall not be included for payment.

40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:

* + 1. Cumulative value of the work previously certified and paid for.
    2. Portion of the advance payment to be recouped for the month.
    3. Retention money in accordance with the condition of contract.
    4. Amount to cover third party liabilities.
    5. Amount to cover uncorrected discovered defects in the works.

40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity’s Representative within twenty eight

days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity’s Representative.

40.5. Items of the Works for which a price of “0” (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

1. **Payment Certificates**

41.1. The Contractor shall submit to the Procuring Entity’s Representative monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

41.2. The Procuring Entity’s Representative shall check the Contractor’s monthly statement and certify the amount to be paid to the Contractor.

41.3. The value of Work executed shall:

* + 1. be determined by the Procuring Entity’s Representative;
    2. comprise the value of the quantities of the items in the Bill of Quantities completed; and
    3. include the valuations of approved variations.

41.4. The Procuring Entity’s Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

1. **Retention**

42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause [42.2.](#page70)

42.2. Progress payments are subject to retention of ten percent (10%), referred to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

42.3. The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

42.4. On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

1. **Variation Orders**

43.1. **Variation Orders may be issued by the Procuring Entity to cover any** increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.

43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.

43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract,

or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight

calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

* + 1. If the Procuring Entity’s representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
    2. The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
    3. The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
    4. The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.

* + 1. The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

1. **Contract Completion**

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

1. **Suspension of Work**

45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of theContractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:

* + 1. There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
    2. Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
    3. Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
    4. There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
    5. Delay in the payment of Contractor’s claim for progress billing beyond forty-five (45) calendar days from the time the Contractor’s claim has been certified to by the procuring entity’s authorized representative

that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

1. **Payment on Termination**

46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity’s Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

46.2. If the Contract is terminated for the Procuring Entity’s convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity’s Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.

46.4. If the Contractor has terminated the Contract under **GCC** Clauses [17](#page57) or [18,](#page58) the Procuring Entity shall promptly return the Performance Security to the Contractor.

1. **Extension of Contract Time**

47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty

calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity’s opinion, the findings of facts justify an extension.

47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.

47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity’s Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

1. **Price Adjustment**

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price escalation shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

1. **Completion**

The Contractor shall request the Procuring Entity’s Representative to issue a certificate of Completion of the Works, and the Procuring Entity’s Representative will do so upon deciding that the work is completed.

1. **Taking Over**

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date the Procuring Entity’s Representative issues a certificate of Completion.

1. **Operating and Maintenance Manuals**

51.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the [**SCC**.](#page79)

51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the [**SCC**,](#page79) or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall withhold the amount stated in the [**SCC**](#page79)from payments due to the Contractor.

***Section V. Special Conditions of Contract***

**Special Conditions of Contract**

|  |  |
| --- | --- |
| **GCC Clause** |  |
|  |  |
| [1.17](#page47) | The **Intended Completion Date** is **One Hundred Fifty** |
|  | **(150) calendar days** upon receipt of the formal Notice to Proceed (NTP). |
|  |  |
| 1.22 | The **Procuring Entity** is SinaitWater District |
|  |  |
| [1.23](#page47) | The **Procuring Entity’sRepresentative** is *[Name, address, and name* |
|  | *of authorized representative].* |
|  |  |
| 1.24 | The **Site** is located at **Bgy. Macabiag and Bgy. Namnama, Sinait, Ilocos Sur** |
|  |  |
|  |  |
| 1.28 | The Start Date is upon receipt of the Contractor of the formal Notice to |
|  | Proceed (NTP) and considering its contract effectivity. |
|  |  |
| [1.31](#page48) |  |
|  | The **Works** consists of the supply and installation of pipelines complete with valves, fittings and other appurtenances as shown in plans and as specified, *construction of 2-dugwell sources*,demolition and restoration of concrete pavement, culvert/river crossing as shown in plans, supply & installation of 2-3HP centrifugal pumping equipment complete with motor controls, discharge piping, powerline extension and stand-by generator set,Construction of 2 pump houses, supply and installation of treatment facilities as specified and all other related civil works as shown in plans and as specified |
|  |  |
| [2.2](#page48) | No further instructions |
|  |  |
| [5.1](#page49) | The **Procuring Entity** shall give possession of all parts of the Sites to |
|  | the Contractor at the start of the project. |
|  |  |
| [6.5](#page50) | The Contractor shall employ the following **Key Personnel:** |
|  | *[see Section VI – Technical Specifications and* |
|  | *Clause 12.(b)(i.2) of Section II - Instruction to Bidders]* |
|  | ***NOTE: The names of the Key Personnel and their designation shall be*** |
|  | ***filled out by winning contractor prior to contract signing.*** |
| [7.4(c)](#page51) | No further instructions. |
|  |  |
| [7.7](#page51) | No further instructions. |
|  |  |
| [8.1](#page52) | No further instructions*.* |
|  |  |
| [10](#page52) | No further instructions*.* |
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| [12.3](#page53) | No further instructions. | | | | |
|  |  |  |  |  |  |
| [12.5](#page54) | |  | | --- | | No further instructions. | | | | | |
|  |  | | | | |
|  |  |  |  |  |  |
| [13](#page55) | *If the Contractor is a joint venture, “*All partners to the joint venture | | | | |
|  | shall be jointly and severally liable to the Procuring Entity.” | | | | |
|  |  |  |  |  |  |
| 18.3(h)(i) | No further instructions. | | | | |
|  |  |  |  |  |  |
| [21.2](#page62) | The Arbiter is: *Construction Industry Arbitration Commission (CIAC)* | | | | |
|  | *Makati City , M.M.* | | | | |
|  |  |  |  |  |  |
| [29.1](#page65) | No dayworks are applicable to the contract. | | | | |
|  |  |  |  |  |  |
| [31.1](#page65) | The Contractor shall submit the Program of Work to the Procuring | | | | |
|  | Entity’s Representative within **30 calendar days** of delivery of the | | | | |
|  | Notice of Award. | | | | |
|  |  | |  |  |  |
| [31.3](#page66) | No further instructions. | | | | |
|  |  | | | | |
|  |  | | | | |
|  |  |  |  | | |
|  |  | |  | | |
| [34.3](#page67) | The Funding Source is: | | | | |
|  | The Government of the Philippines (GOP) through the Local Water | | | | |
|  | Utilities Administration (LWUA) and funds for this contract will come | | | | |
|  | fromLWUA ICG 2016 in the amount of PhP 4 Million. | | | | |
|  |  | |  | | |
| [39.1](#page68) | The amount of the advance payment is *Fifteen (15%) Percent of the* | | | | |
|  | *Contract Price. Recoupment shall start upon 20% accomplishment of* | | | | |
|  | *the project.* | | | | |
|  |  |  |  |  |  |
|  |  | | | | |



|  |  |  |
| --- | --- | --- |
| [40.1](#page68) | Materials and equipment delivered on the site but not completely put in | |
|  | place shall be included for payment. | |
|  |  |  |
| [51.1](#page75) | The date by which operating and maintenance manuals are required is | |
|  | *upon completion of the project/issuance of certificate of completion of* | |
|  | *works*. | |
|  | The date by which “as built” drawings are required is *upon completion* | |
|  | *of the works/project*. | |
|  |  |  |
| [51.2](#page75) | The amount to be withheld for failing to produce “as built” drawings | |
|  | and/or operating and maintenance manuals by the date required is | |
|  | *~~P~~* | *50,000.00* each. |
|  |  |  |



***Section VI. Specifications***

**LWUA Standard Specifications**

**(VOLUME 2)**

The revised “***LWUA Standard Specifications for Water System Construction***” (Volume 2 of 2 of the Bidding Documents) shall be part of the Technical Specifications.

Any conflict or discrepancies between the herein *Section VI–TechnicalSpecifications*and the “*LWUA Standard Specifications for Water System Construction*”, *Vol. 2*specifications called for under ***Section VI–Technical Specifications, Volume 1*shallgovern**over the “*LWUA Standard Specifications for Water System Construction*”,*Vol. 2*.

**SINAIT WD/LWUA Certificates to be Issued**

* 1. **Certificate of Provisional Acceptance –** may be issued by SInait WD/LWUA upon the request ofthe Contractor after completion of any Section(s) of the Work so that the section(s) may be put into operation by the Owner/SWD.

Reference: **Clause 2.6 -*Special Provisions*** of the LWUA Standard Specifications for Water System Construction, Volume 2 of the Bidding Documents

1. **Certificate of Project Completion** –when the project reaches an accomplishment of **95% of the total contract amount**. Creation of an Inspectorate Team to makepreliminary inspection and submit a punch-list of remaining works and the specific duration/time to fully complete the project considering the approved remaining contract time. *Sometime, previously termed by LWUA the Certificate of Substantial Completion.*

Reference: **Clause 44–*Contract Completion***, Section IV - General Conditions of Contract, Volume 1 of the Bidding Documents.

1. **Certificate of Completion of Works** –is issued upon the request of the Contractor whenthe**Project or Works is 100% complete** including all additive change orders issued.

References: **Line 1.3 and 1.13–*Definitions*** and **Clause 49–*Completion*** of Section IV

* 1. General Conditions of Contract, Volume 1 of the Bidding Documents.

1. **Certificate of Final Acceptance** –is issued after the lapsed of the one (1) year defectsliability period (warranty period) including the time to repair, replace or correct any discovered defects. The Defects Liability Period commenced after issuance of the Certificate of Completion of Works.

Reference: **Line 1.13–*Definitions*** and **Clause 12.2 -*Contractor’s Risk and WarrantySecurit*y**, Section IV - General Conditions of Contract, Volume 1 of the BiddingDocuments.

1. **Clause 5.15 – *Final Acceptance*,** *page 5-7*, of the LWUA Standard Specifications forWater System Construction, Volume 2 of the Bidding Documents is therefore **amended**.

**DIVISION 30 - ELECTRO-MECHANICAL EQUIPMENT**

30.01 GENERAL

1. The Contractor shall furnish, deliver, install, test and commission at site all mechanical/electrical equipment specified herein. He shall provide the necessary supervision, tools, materials, supplies and appurtenances for the proper installation, testing and operation of the completely assembled equipment.
2. All equipment furnished and installed shall be brand new and non-obsolete (at most three years ex-stock), unused and guaranteed from defects in material, design and/or workmanship. Importation of papers of ex-stock equipment shall be submitted. No equipment nor material shall be delivered for installation on site prior to the return of acceptable shop drawings submitted by the Supplier in accordance with Division 7. The Contractor shall submit together with the shop drawings, a certification of the availability of spare parts and service locally in case of system breakdown for a period of five (5) years.
3. The work under this Contract shall be done in accordance with the requirements of the latest edition of the Philippine Electrical Code, the rules, regulations and requirements of electrical and telephone utilities as far as their permanent services are concerned, and the government ordinances enforced in the locality. In case of conflict with these specifications or the drawings, the preceding clause shall govern.
4. The Contractor shall be responsible for securing all necessary permits from the appropriate government authorities at his own expense both for the electrical and mechanical construction and for the operation of the system upon completion of the work. The Supplier shall furnish the Owner with the approved Certificate of Final Electrical and Mechanical Inspection.
5. All electrical equipment, materials and components shall be as specified unless specifically exempted, in which case, they shall be the best of their respective kind. Samples of material to be supplied shall be submitted for approval when required by the Engineer. All electrical equipment and material shall bear the manufacturer's inspection label, unless exception to this requirement is inherent to a particular item.
6. The Contractor shall coordinate and work with all other parties with whose apparatus he shall connect part/s of the work required herein. The Contractor shall prepare drawings or details of the equipment he supplied, location of sleeves, conduits and supports that may be required by other trades and shall furnish the Owner with at least five (5) copies of these drawings, for the information of all parties concerned. The approval of such drawings shall not relieve the Contractor in any way from the responsibility of properly locating and/or coordinating his work with those of other parties involved.
7. The minimum efficiencies specified herein are the minimum laboratory efficiencies for a completely staged unit. The Supplier shall furnish copies of certified non-witnessed performance test for the imported equipment. In the absence of such certification and for locally-manufactured/assembled equipment, a local laboratory testing shall be conducted on the equipment in the presence of authorized LWUA representatives. In no case shall the Supplier shall be allowed to deliver and install the unit until satisfactory laboratory test is attained. The cost of making the test shall be borne entirely by the Contractor.
8. The Contractor shall be responsible for all components, and for satisfactory installation and operation of the completely assembled unit, including the motors, motor controllers and pumps.
9. The equipment and installation shall be guaranteed for a period of at least one (1) year of trouble-free operation. The Contractor shall furnish and replace, without cost to the Owner, any equipment or part that is defective or shows undue wear within one (1) year after acceptance of the contract work. A warranty certificate shall be issued to the Owner, effectivity date of which shall start on the same day the units have been accepted. A duplicate copy of the same shall be furnished to the Engineer.  All incidental expenses relative to the warranty work shall be borne entirely by the Contractor.
10. All mechanical and electrical equipment shall be tested to the satisfaction of the Engineer before any facility is put into operation. Tests shall be made to determine whether the equipment has been properly assembled, aligned, adjusted and connected. Any changes, adjustments or replacements required to make the equipment operate as specified shall be carried out by the Supplier as part of the work. In addition to the mentioned testing conditions, the following field test requirements should be considered for electrical equipment, materials and components:
11. System Test - Each panelboard shall be tested with the power equipment connected, circuit breakers closed and all loads and fixtures permanently connected for their intended operation for a minimum of 24 hours continuous operation in the presence of the Engineer, at the expense of the Contractor. The entire installation shall be free from any ground fault and from any short circuit. In no case shall the insulation resistance be less than that allowed by PEC regulations for Electrical Equipment of Buildings and/or manufacturer's recommendations. Failures shall be corrected in a manner satisfactory to the Engineer.
12. Performance Test and Equipment Setting - It shall be the responsibility of the Contractor to test the entire electrical system for the proper equipment operation. Setting of all protective relays, pilot devices, and auxiliary systems shall conform with the operating requirements of the installations. The Contractor shall turn-over the entire electrical installation in a satisfactory working condition.

k. Upon completion of the contract work, the Contractor shall arrange that a field testing be conducted on the electro-mechanical equipment by the Engineer/s in his presence. The test shall be made to show that the installed equipment satisfies its specifications and operational requirements. The contract work will not be accepted and final payment will not be recommended until satisfactory test has been made. In the event of failure of the equipment to meet the guaranteed efficiencies or to operate to the Engineer's satisfaction during the first official field test, the Contractor shall make such modifications and repairs and shall receive no additional compensation therefore. Failure of the equipment to meet the contract requirements in three (3) official field tests shall be a ground for rejection. Expenses to be incurred, including the travel expenses of LWUA Engineers, during the second and last official field test shall be charge to the Contractor. The test run shall be made within thirty (30) days upon receipt of the Contractor request for such testing. Provided, however, that if the Engineer/s fail to make the test within the said period, the field test shall not further delay the acceptance of the work.

Above field test shall be made only after the Contractor has furnished the Engineer/s a copy of satisfactory results of his initial or prelimi­nary tests on the equipment as part of his work and without cost to the Owner.

During the testing of the equipment, the Contractor shall arrange to have available qualified persons who shall instruct the plant personnel in the operation and care thereof. Only after all the equipment have been tested and adjusted shall the new facilities be put into operation. Acceptance testing of equipment shall not include initial start-up and adjust­ment of equipment. All equipment shall be tested for proper operation and undergo initial adjust­ments prior to acceptance.

If at the time of acceptance testing, the equipment is not in working order, the Engineer shall direct the Supplier to make the necessary repairs or adjustments.

l. Before the acceptance of the work, Contractor shall furnish, for each piece of equipment supplied, two (2) complete bound sets giving information listed below (in English Language):

1. Clear and concise instruction for the operation, adjustment and lubrication and other maintenance of the equipment.
2. Parts list of the equipment with catalog numbers and other data necessary for ordering replacement parts in the future.
3. All equipment furnished under these Specifications shall comply with all applicable mandatory safety codes.

m. Where materials of construction are not specified, the Supplier shall use first class commercial grades best suited for the particular use for which they are employed.

n. The Contractor shall employ licensed Mechanical and/or Electrical Engineer/s to supervise the mechanical and/or electrical works as required by Commonwealth Act No. 294, known as the Mechanical Engineering Law and Republic Act No. 7920 known as the Electrical Engineering Law.

**30.02 MECHANICAL EQUIPMENT**

1. SCOPE OF WORK

The Contractor shall furnish, deliver, install, test and commission in accordance with these Specifications and drawings horizontal centrifugal pump and motor set, complete with motor controller, discharge pipelines with valves and fittings; chlorinating equipment and other appurtenances as specified herein and shown on the drawings.

2. **HORIZONTAL CENTRIFUGAL PUMP**

A. GENERAL – The booster shall be used to pump water from the well to the distribution system, and shall be of the end suction horizontal type as required

B. OPERATING REQUIREMENTS - The pumps shall meet the following operating requirements:

DESCRIPTIONS

1. Number of unit/s………………………………….…… 2
2. Minimum capacity at design head, lps (gpm)……..... 3 (48)
3. Design head, TDH, m (ft)………………………… .40 (131)
4. Minimum pump laboratory efficiency at design

head (exclusive of pump column friction), percent…. 60

1. Nominal size of column pipe, mm (in)……………..50 (2)
2. Required Net Positive Suction Head, m (ft)…….…
3. Location of pump suction strainer, m (ft)…………. 9 (27)
4. Design speed, rpm…………………………………3600
5. Maximum Motor Horsepower, HP (kW)…………3 (2.24)

There shall be no point within the operating range of the pump wherein the required horsepower exceeds the rated motor horsepower. In addition to the above requirements, the design point shall be located within the best efficiency range of the pump. Efficiency range shall be within the -5% of the pump's peak efficiency (0.05 x PPE).

C. PUMP CONSTRUCTION – The pump shall be of the end-suction type consist mainly of casing, impeller and shaft. The pump and motor shall be directly coupled horizontally and shall be firmly mounted on a common bed. The pump shall be designed to operate safely at all times without cavitation at any actual head in the operating range.

1. CASING – The casing shall be cast iron or stainless steel designed to withstand internal pressure vibration. Cast iron bowls shall be provided with non-toxic epoxy or glass enamel lining.
2. IMPELLERS – The impellers shall be enclosed type of bronze or stainless steel accurately fitted, smoothly finished and dynamically balance at normal pump speed.
3. PUMP SHAFT – The shaft shall be designed to have adequate diameter considering the power transmission, pump thrust, critical velocity and deflection and shall be precisely fabricated and finished. The pump shaft shall be manufactured of stainless steel and shall be provided with bronze or stainless sleeves that are easily removable and replaceable.
4. ACCESSORIES – The pump shall be mounted on a common base plate complete with all related accessories for a complete assembled unit. The pump shall be equipped with shaft, coupling, air release valve/air bleeder, pressure gauge and vacuum gauge.

D. MOTOR – The motor shall be squirrel cage, induction type, rated at 3 HP, 230 volts, single phase, 60 HZ AC with 1.15 minimum service factor. The motor shall be either of NEMA design B, or JEC B or its equivalent with drip proof enclosure. Motor shall be of class B or Class F insulation with temperature rise as specified by NEMA standards for class of insulation used. It shall be fitted with permanent non- corrosive nameplate on which all standard data shall be stamped/engraved in English.

**30.03 ELECTRICAL EQUIPMENT**

A. SCOPE OF WORK

The Contractor shall furnish, deliver, install, test and commission in accordance with these Specifications and drawings wires and cables, conduits and fittings, outlet boxes and fittings, wall switches and receptacles, lighting fixtures, panel boards, motor controller/s and its auxiliary control devices, grounding system, control transformers, level relay, electrodes and feeder, kilowatt-hour meter, distribution transformers and its protective devices and other appurtenances as specified herein and shown on the drawings.

**B. WIRES AND CABLES**

1. All wires shall be of copper, annealed, soft drawn, of 98% conductivity, insulated for 600 V working voltage, type "THW" or "THWN" insulation unless otherwise noted on the Drawings. Insulation shall bear the manufacturer's name and trademark, type, voltage, ampere rating and size of the conductor.

2. Cable for submersible pump operation shall be oil and water resistant. Cable shall have a minimum of two insulation jackets. The inner jacket shall be of rubber or elasticised rubber material while the outer jacket shall be of neoprene, PE or PB material. The outer jacket shall bear the manufacturer's name and trademark, insulation type and application, volt and ampere rating and size of the conductor. Cable conductor shall be uncut and unspliced from the motor pigtail to the junction box or terminal for the motor starter. It shall be fixed in place with straps of acceptable materials for such application.

Cable termination to motor pigtail shall be by means of heavy duty, permanent type splicing kit. Splicing paste shall have a minimum expiration period of one (1) year.

Cable shall be as manufactured by American Wire and Cable, Columbia, Duraflex, Philflex, Durex , Phelps Dodge or approved equivalent.

3. For lighting and power systems, no wire smaller than 3.5 mm2 diameter shall be used. Building wire size 8.0 mm2 diameter and larger shall be stranded. Wires for the control system shall be 0.75 mm2 (18 AWG) minimum, thermoplastic insulated unless otherwise specified

4. Conductors shall not be pulled into the raceway until:

a. raceway system has been inspected;

b. plastering and concrete have been completed in the case of concealed work; and

c. raceway has been freed of moisture and debris.

d.. Conductors shall be hand-pulled using pulling lubricant where necessary.

**C. RACEWAY**

1. Conduits for interior systems shall be rigid steel or made of uPVC material. Joints of steel conduit cast in concrete shall be made up with a conductive water-proof compounds.

2. No conduit smaller than 15 mm electrical trade size, nor having more than three 90o bends in any one run shall be used in any system. Bends and offsets shall be smooth and symmetrical and shall be accomplished using tools designed for the purpose intended.

3. The ends of all conduits shall be tightly plugged to exclude plaster, dust, and moisture while the installation is in progress.

4. All raceway above ground shall be rigid steel conduit and shall be secured over concrete surfaces, the screws shall be held in place by expansion sleeves. Conduits on exposed work shall be run at right angles to and parallel with the surrounding walls; no diagonal runs shall be allowed and all ends and offsets shall be avoided as far as possible. Where necessary, conduit fittings shall be furnished and installed.

5. Junction boxes and pull boxes of code gauge steel shall be provided as indicated in the Drawings with suitable fittings to facilitate cable pulling.

6. Flexible liquid-tight conduit shall be used for connection of equipment such as motors, transformers, flow and pressure switches and other pilot devices. Erickson couplings shall be used at interconnection with rigid conduits.

7. All conduits installed underground shall be provided with at least 75 mm thick concrete envelope.

**D. GROUNDING**

1. Ground continuity throughout each facility shall be maintained by installing an electrically continuous raceway system. Metallic raceway shall be installed with double locknuts or hubs at enclosures; non-metallic raceway for branch circuit when specified shall contain copper grounding conductor either bare or insulated. Such conductor shall be bonded to terminal and intermediate metallic enclosures. Unless otherwise specified, ground cables shall be enclosed in conduits and connections shall be made readily accessible for inspection. For pumping stations/pump houses, plastic conduits shall not be allowed.

2. Grounding cables shall be sized in accordance with PEC requirements when not shown on the drawings. Grounding shall be connected to a common grounding rod made of either copperweld or copper coated steel.

**E. SPLICES AND TERMINATIONS**

1. Control conductors shall be spliced or terminated only at the locations indicated on the Drawings and only on terminal strips or terminal lugs of vendor-furnished equipment. As used in these Specifications, "control conductors" are defined as conductors that control the electric energy delivered to a power consuming device.

2. Branch circuit conductors may be spliced in suitable fittings at locations determined by the Supplier. Conductors shall be spliced or terminated only at equipment terminals shown on the Drawings. Wire in panels, cabinets, and gutters shall be neatly grouped using nylon straps and spread out to terminals.

3. Control conductors shall be terminated under terminal screws with pre-insulated fork tongue lugs or approved equal.

4. All external control wiring shall end on the internal wiring terminal block on the control console and shall be properly identified or coded to facilitate service and repair.

5. Splices to motor leads in motor terminal boxes shall be taped with varnished cambric tape overlapped with a high temperature vinyl tape or approved equal.

**F. WIRE AND CABLE IDENTIFICATION**

1. Completed electrical installation shall be provided with adequate identification to facilitate the proper control of circuits and equipment and to reduce maintenance.

2. Control devices within enclosures shall be identified in accordance with the drawings, identification shall be embossed plastic tape.

3. General purpose control conductors shall be red. Wire markers shall be plastic impregnated cloth or approved equal.

4. Control conductor identification legend shall be in accordance with approved shop drawings as well as with the construction drawings. Where these drawings do not state the required identification, the Supplier shall assign numbers. Identification shall be attached within 75 mm of the conductor termination. Supplier may use imprinted plastic, split-sleeve markers cemented together after installation, at his option. Motor control conductors shall be identified at each termination, including intermediate terminal strips.

5. Terminal strip shall be identified by imprinted varnished market strips, attached under the terminal strip.

**G. CIRCUIT BREAKERS.**

Circuit breakers shall be molded case type, manually-operated, shall have trip-free operating mechanism of the quick-make, quick-break type, shall have an earth leakage tripping/ground fault protective device unless otherwise specified, The circuit breaker shall be of automatic trip type with combination thermal and instantaneous magnetic trip units. Circuit breakers in combination with motor starters shall be of the industrial type with instantaneous magnetic trip, earth leakage/ground fault protective device and provided with standard operating handle mounted on the panel.

The thermal-magnetic time delayed over current protection and instantaneous short circuit protection shall operate a common trip bar which will open all poles in case of overload or short circuit current in any one pole.

The Earth Leakage Tripping Device/Ground Fault Sensor shall operate and interrupt the circuit if the leakage current exceeds its rated sensitivity. Earth leakage tripping device shall eliminate erroneous operations due to rush current produced at the time of starting the motor.

Circuit breaker shall be trip indicating, with tripped position of breaker handle midway between "ON" and "OFF" positions.

**H.MOTOR CONTROL EQUIPMENT**

GENERAL - The reduced/full voltage/wye-delta type magnetic starter unit shall consist of magnetic contactors in combination with an industrial-type circuit breaker with three overload relays for three phase motor load and two overload relays for single phase motor load , one in each phase, for motor protection against excessive overloading on starting and in operation. Contactors shall be rated for AC2/AC3 applications according to applicable NEMA or IES standards. Magnetic starter unit shall consist of all necessary relays, timers and motor protective auxiliary devices as shown on the Electrical Drawings (Sheet SCCD 1/2/3/4/5/6; Minimum Requirements of Reduced or Full Voltage Motor Starter Control Circuit Diagram

**COMPONENTS**

1. CIRCUIT BREAKERS

Circuit breakers in combination with motor starter shall be of the industrial type, molded case type, manually-operated, shall have trip-free operating mechanism of the quick-make, quick-break type, shall have an earth leakage tripping/ground fault protective device unless otherwise specified. The circuit breaker shall be of automatic trip type with combination thermal and instantaneous magnetic trip units and provided with standard outside operating handle mounted on the panel.

The thermal-magnetic time delayed over current protection and instantaneous short circuit protection shall operate a common trip bar which will open all poles in case of overload or short circuit current in any one pole.

Circuit breaker shall be trip indicating, with tripped position of breaker handle midway between "ON" and "OFF" positions.

1. OVERLOAD RELAY

Overload relay shall conform to IEC 292, IEC 947, IEC 947, VDE 0660. Rated operational insulation voltage shall be according to IEC 292-1, VDE 0110, UL CSA or better. Overload tripping shall be according to UL 508/IEC 947-4 (Class 10) or better.

3. OVERLOAD PROTECTION FOR SUBMERSIBLE PUMP

Overload protection for submersible pump operation shall be of the ambient-compensated, extra-quick trip type with an operating trip response time of five (5) seconds or better at stalled/locked rotor conditions.

CIRCUIT DIAGRAM

Laminated control circuit diagram indicating termination numbers on code shall be fastened inside the control unit for ready reference.

RELAYS

In general, relays shall be of the electro-mechanical or electronic type suitable for panel mounting and industrial applications. Relay coils shall be rated for continuous operations at 220 volts AC 60 cps or 48 volts DC as required by their applications. Permissible coil pick-up voltage shall be minus 15% and plus 10% or broader. Drop-voltage shall be minus 25% to 40% of rated voltage. Coil burden shall be compatible with each application. Operating temperature shall be minus 5 degrees Centigrade or better. Control relay shall conform to IEC 158-1, 1337 and 255, VDE 0660, or better. Ambient temperature for operation shall be from –40 to +60 degrees centigrade. Control voltage range shall be from 12 to 600V. Mechanical life shall be a minimum of 5 million operations. Rated insulation voltage shall conform to VDE 0110C, IEC 158-1, BS 5452 or better.

General application relays shall be instantaneous, non-time delay, of the electro-mechanical or electronic type suitable for panel mounting and industrial applications. Relay action whether closing or opening of the contact shall remain steady until power supply is removed.

Electronic timing relays shall be used where time delay requirements are of

short durations. These relays shall have a repeat accuracy of plus or minus 10% with adjustable time setting as indicated on the plans or as recommended. Reset time shall be as specified. Timers shall conform to IEC 255-5. Dry ambient temperature for operation shall be from -25 to +55 degree Centigrade. Rated insulation voltage shall be according to IEC 158-1 and VDE 0110. Degree of protection against direct finger contact shall be according to VDE 0106. Reset time shall be 40 milliseconds or less unless otherwise specified.

Motor operated time delay relays shall be used where time delay is three minutes or longer. These relays shall be synchronous with elapsed time indication. Repeat accuracy of relay shall be +2% or less with adjustable time setting as indicated in the drawings. Automatic resetting shall be upon removal of supply voltage in case of time delay on energization and upon application of supply voltage in case of time delay in de-energization. For interrupting timing cycles, the timing relay shall reset to its original state without operating the output contacts and ready for a new timing cycle. Timer reset shall be as specified.

Relay contacts shall be 220 volts, 60 hertz rating or 48 volts DC as required by their applications. Continuous current ratings of contacts shall be compatible with the load output requirements and load application, resistive, inductive or motor switching. In the case of inductive applications, make and break currents shall also be considered for the kind of load connected. Contact material shall be silver, good for a mechanical lifetime of minimum 5 million operations. Response time of contact shall be 20 milliseconds or less.

Phase monitor relay shall be provided to protect the system against over/under voltage, single phasing and phase reversal power supply conditions.

Level actuated relays shall be used to actuate reservoir and deepwell water levels to control pump operation at any pre-determined high or low level desired.

Relays for use with motor protective devices shall be as required for their intended operations as shown on the Drawings. Relay control sensitivity shall be matched to the specific conditions to be controlled.

1. CONTROL TRANSFORMER

Control transformer shall be of suitable capacity as required by control components, rated 60 hertz, dry-type, two-winding and mounted inside the control panel or as shown on the Drawings. Control transformer must be capable of maintaining a high degree of voltage regulation (not less than 95%) from no load to full load through the worst momentary inrush requirements of the control components. It shall have an insulation good for 8000C rise over an ambient of 4000C and a hot spot temperature of 15000C with a BIL of l0 kV.. Control transformer wiring and terminations shall be accessible. The unit shall be manufactured in accordance with U.S. NEMA or IEC Standards.

5. PANEL METERS

Ammeter - All ammeter to be provided shall be of the quadratic panel type with slide-in-dial and shall have minimum dimensions of 70 mm x 70 mm. Scale range shall be as required for the pumping station load current at system voltage adopted; with a minimum accuracy of plus or minus 2% of full scale.

Units for three phase application shall be provided with a 3-position selector switch connected to phase R, S, and T, and three (3) current transformers of suitable rating for each phase while those for single phase shall have an on-off selector switch only.

Voltmeter - The unit shall be quadratic panel type with slide-in-dial and shall have minimum dimensions of 70 mm x 70 mm. Scale range shall be as required for the system voltage adopted at 60 hertz, with an accuracy of plus or minus 2% of full scale or better. The unit shall be provided with a 3-position selector switch connected across RS, RT, and ST.

8. HANDLE-OPERATING MECHANISM (NIC)

Operating handle for the main circuit breaker shall (be designed with the operating handle fitted to the panel door of the control equipment. It shall be used for operating the door and effecting the "ON-TRIP-OFF" operation of the breaker.

It shall be designed such that the door cannot be opened when the breaker is at the "ON" position and shall be provided with a door locking mechanism. A release screw shall be provided to permit the interlock to be cancelled if it is necessary to open the door with the breaker at the "ON" position. Dimensions shall be as recommended by the Manufacturer.

9. TERMINAL BLOCKS

Terminal blocks shall be rated 300 volts AC, 60 cps of molded thermoplastic material. Terminals shall be screw-type, tinned and rated for the maximum continuous current carried among the control components at 75 degree Centigrade temperature rating.

10. HOUR OPERATION COUNTER

Hour operation counter (elapsed time meter) shall be rated 220 volts, 60 hertz suitable for panel mounting. Counter shall have six (6) digits hour register, the last digit of which shall indicate tenths of an hour. Hour operation counter shall have square dust-resistant case of 65 mm each side. Counter shall be non-resetting type.

11. SELECTOR SWITCHES

Three-position selector switch, where required, shall have three operating positions; manual, off, and automatic. Rating of selector switches shall be 220 volts, 60 cps or 48 volts DC as required by its application and with a current capacity suitable for the type of load connected. They shall be of the thumb-operated pointed type.

12. PUSHBUTTON UNITS

Pushbutton units shall be standard-duty type, with silver momentary contact-type provided with springs to insure return to their original position. Ratings of pushbutton units shall be 230 volts, 60 cps or 48 volts DC as required by its application with a current capacity suitable for the type of load connected in series with them. Pushbutton units shall be concave shaped with a minimum diameter of 20mm. Text printed in front of pushbutton shall indicate its function.

13. PILOT LAMPS/INDICATORS

Pilot lamps shall be rated 220 volts, 60 cps or 48 volts DC as required by its application. They shall be clear glass incandescent type.

All pilot lamp indicators shall be designed for front mounting and of a square, round or rectangular type. Text printed on the face of the lamps shall indicate the function of the lamp. Changing of the lamp shall be from the front.

1. NAMEPLATES

Nameplates shall be of hard plastic material at least 2 mm thick. Words as indicated on the plans shall be etched on nameplates in white on a black background. Letters shall be easily readable and in no instance smaller than 10 mm in height. Nameplates shall be affixed on control panel by means of flat head screws or glued on.

15. AUXILIARY PROTECTIVE DEVICES

The Supplier shall furnish and install all auxiliary motor protective devices intended for their application as shown on the drawings

PRESSURE SWITCH

The Supplier shall furnish and install a pressure switch of the required setting range. The exact setting shall be determined by the Engineer in the field, upon testing and commissioning. The switch shall be single pole, single throw, mercury actuated for indoor/outdoor installation.

* 1. **GENERATOR SET**
  2. **GENERAL** –The Supplier shall provide and install two (2) brand new generatorsets, 10 (KVA min), 240v, 1-phase, 60 hertz,sound proof (silent type).The units shall be used as alternate power source for the installed centrifugal electric motor. The generator set shall be directly coupled, factory aligned, mounted on a steel sub-base complete with all necessary engine and generator accessories, ready for operation, manually push-button/key start type, rated for continuous (prime) power supply under conditions specified herein. The complete diesel engine generator set shall be free from critical and torsional vibration within the operating speed range.
  3. **TEST REQUIREMENT**

The generator set shall be tested to determine whether the equipment has been properly assembled, aligned, adjusted and connected. All incidental expenses relative to the testing shall be borne entirely by the Contractor.

**On-site Test**

* 1. Checking of fuel and lubrication for conformity with the manufacturer’s recommendation, under the environmental conditions present and expected.
  2. Accessories that normally function while the set is standing by shall be checked prior to cranking the engine.
  3. Start-up under test mode to check for exhaust leaks, path of exhaust gases outside the building, cooling air flow, movement during starting and stopping, vibration during running, normal and emergency line to line voltage and phase rotation.
  4. Engine coolant temperature, oil pressure and battery charge level along with generator voltage, amperes and frequency shall be monitored throughout the test.

1. **DIESEL ENGINE**

The engine shall be of the water cooled, heavy duty, 4-cycle, naturally aspirated, industrial type equipped with 12/24 volt DC solenoid engaged electric motor starter and shall develop the full continuous horsepower required by the alternator using diesel fuel when operating at a speed not exceeding 1800 rpm. The engine shall have aluminum pistons, removable type cylinder sleeves, heavy-duty replaceable precision type bearings and equipped with vane type oil pump, by-pass oil filter, oil level indicator, a residential type silencer exhaust system.

* 1. **STARTER** –The engine shall be equipped with 12 or /24 volts DC solenoidengaged electric motor starter.
  2. **LUBRICATING SYSTEM** –The lubricating system shall have a vane typeoil pump, a by-pass oil filter, an oil pressure gauge and oil level indicator.
  3. **EXHAUST SYSTEM** –The engine shall be equipped with a residentialsilencer, sized in accordance with the engine manufacturer’s recommendation.
  4. **FUEL SYSTEM** –The fuel system shall include an injection pump, enginefuel transfer pump, flexible fuel connections, fuel filters and shut-off valves.
  5. **FUEL OIL STORAGE TANK** –The fuel oil tank shall have a capacity ofat least 8 hours of continuous operation and shall come complete with all necessary accessories. The inside surfaces of the tank shall be pickled or sandblasted to cleaned of all dust and foreign matter and lightly coated with oil. All tank openings shall be sealed prior to shipment to site.
  6. **FUEL LEVEL GAUGE** –The engine shall be equipped with a level gaugeon the fuel oil tank for visual indication of the amount of fuel remaining on the tank. The gauge shall be either clear glass or plastic materials resistant to normal diesel fuel corrosion. The level gauge shall be provided with valves on both ends for isolation during routine maintenance and replacements. The gauge shall be of appropriate length with graduation calibrated both in liters ad percentage of the total fuel tank capacity.
  7. **SAFETY SWITCHES** –The engine shall be equipped with safety switchwhich will cut-off the engine on low oil pressure and high water temperature.
  8. **BATTERY** –There shall be installed a battery complete with cables forsupplying 12 or 24 volts DC power to the engine. The battery shall have the necessary ampere-hour rating for cranking the engine for 10 minutes.
  9. **BATTERY CHARGER** –The battery charger shall be 12/24 volts DCoutput, 220 volts AC input. It shall have an amperage output sufficient to recharge the battery in 4 hours when the battery is 50% discharged. The charger shall incorporate adjustable float and equalizing voltage potentiometer. A current limit signal shall be supplied in the control circuit from the current sensing resistor. It shall be of the full wave rectifier type and shall include all the required standard components.

1. **ALTERNATOR**
   1. The alternator shall be rated for stand-by operation at **10 KVA** (min), 1.0 PF, 1-phase, 60 cps, 230 volts, 50 C rise over 30 C ambient temperature at 75M a.s.l. and shall be factory aligned and directly coupled to the engine.
   2. The excitation system shall be of brushless construction controlled by a solid-state voltage regulator capable of maintaining voltage within +/-2% at any constant load from 0% to 100% of the rating. The regulator must be isolated to prevent tracking when connected to SCR loads, and provide individual adjustments for voltage range, stability and volts-per-hertz operation. The solid state regulator module shall be shock mounted and epoxy encapsulated for protection against vibration and atmospheric deterioration.
   3. A resettable line current sensing circuit breaker with inverse time versus current response shall be furnished which protect the generator from damage due to its own high current capability. This breaker shall not trip within ten seconds specified above to allow selective tripping of downstream fuse or circuit breaker under fault condition. The unit shall not automatically reset to prevent restoration of voltage while maintenance is being performed. Field current-sensing breaker will not be acceptable.
   4. Alternator windings and electrical components shall be tropicalized.
2. **GENERATOR CONTROL PANEL**
   1. General – A set mounted alternator/engine control panel shall be supplied with the generator set. The control panel shall be vibration-isolated, dead front construction, 14 gauge steel NEMA 1 enclosure. Cabling and control wiring shall be either side or bottom.
   2. Instrument – Panel shall contain, but not limited to the following equipment.
      1. Circuit breaker, thermal-magnetic, industrial type rating as required.
      2. 1 voltmeter with phase selector switch
      3. 1 ammeter with phase selector switch and current transformers
      4. 1 frequency meter
      5. 1 hours operation counter
      6. Panel illumination lights and switches
      7. Indicating relays and fault indicator lamps for low oil pressure, high engine temperature and over speed.
      8. Engine ammeter
      9. Engine lube oil pressure gauge
      10. Engine water temperature gauge
      11. Tachometer
   3. **Operating Switches and Push buttons** shall include
      1. Manual start/stop pushbuttons/key switch
      2. Emergency Stop Button
      3. Control lamp test
      4. Selector switch
      5. Test switch
   4. **Operational Controls** –During operation, the generating set shall be monitoredfor the following disturbances:
3. Loss of lube-oil pressure
4. Excess engine temperature
5. Alternator overload
6. Alternator short circuit
7. Over speed

Should any of the faults listed under (a) to (e) arise, the individual signal relay installed for the special task shall respond. To avoid lasting damage if operation were to continue, the generating set shall be automatically shut-off and a subsequently new starting effort shall be blocked and corresponding fault indicator lamp shall be on.

* 1. At protracted overloading of the alternator, the thermal over current release with time delay shall cause the alternator main circuit breaker to trip. The set shall continue in operation unloaded to obtain cooling of the alternator.
  2. In case of feeder short circuit during an emergency supply operation, the alternator shall immediately be disconnected from the fault location by means of the electromagnetic trip relay of the main circuit breaker.

1. **MANUAL TRANSFER SWITCH**

A manual transfer switch, 1-phase, 60 hertz, 2 poles with solid neutral and applicable to the required voltage and current rating shall be provided. The switch shall have a single, free-wheeling handle mounted in front of two mechanically interlocked industrial type circuit breakers.

* 1. **CHLORINATION FACILITY**

1. General
   1. The Contractor shall furnish and install in accordance with these specifications three (3) hypochlorinator systems complete with all necessary appurtenances to the proposed pump station.
   2. The hypochlorinator system shall include the hypochlorite feed pump assembly, solution ejector, anti-siphon valve, foot valve and strainer assembly, hypochlorite solution tank, safety switch, piping system and other materials to make a complete operating system.
   3. The services of a factory representative to supervise installation and conduct field test run on the hypochlorinator shall be furnished by the Contractor at no cost to the Owner.
   4. Before acceptance of the unit a test run will be conducted in the presence of representative/s of the Water District, LWUA and the Contractor. In the event of failure of the hypochlorination system to operate satisfactorily and meet the specifications, the Contractor shall make modifications and adjustments, and shall receive no additional compensation thereof. For purposes of payment the contract work will not be accepted until the test has been made to the satisfaction of the Owner and LWUA.
   5. The Contractor shall guarantee the hypochlorination system to be free of factory defects for at least one (1) year and shall issue a warranty certificate to this effect.

* 1. The Contractor shall furnish all necessary catalogues with a list of spare parts and operating manuals.

1. **Hypochlorite Feed Pump**
   1. General – The pump shall be of the positive displacement type with all parts constructed of corrosion resistant materials suitable to wet chlorine service.
   2. Capacity – The feed pump shall have a maximum operating capacity of **30gal/day** of hypochlorite solution and shall be equipped with manuallyoperated feed control knob mounted on top of the pump suitable for the above maximum feed rate. The unit shall incorporate a visual feed indicator to permit instantaneous monitoring of the prevailing feed rate at anytime during operation.
   3. Operation – Feed control adjustment knob shall be adjustable within

the rated range while the pump is in operation. The knob shall reflect the prevailing feed rate as percentage of the maximum rated capacity of the pump. The hypochlorite feed pump shall be capable of operating under the following conditions:

1. **Powder Chlorine**

The Contractor shall also provide three (3) drums (@50 kgs./drum) of calciumhypochlorite powder with 70% available chlorine to the proposed pump station.

1. **Chlorine Residual Test Kit**
   1. The supplier shall provide three (3) sets of chlorine residual test kit complete with color standards chemical solutions in plastic bottles with dropper and instructions to each of the proposed pump stations.
   2. The test kits shall be of colorimetric type and the residual chlorine shall be determined by a simple visual comparison between permanent color standards of known value and sample color. The test kit shall have a range of 0-5 mg/l or PPM with increments of 0.1 mg/l or PPM. Orthotolidine solution shall be provided with the test kit.

1. The units shall be capable of analyzing for total chlorine residual using orthotolidine solution method. One half (1/2) liter of stock chemical shall be provided with the test kit.
2. All components necessary to carry out chlorine test in the field shall each be provided with a self-contained sturdy carrying case.
3. **LITERATURE**

The Contractor shall furnish together with the hypochlorination equipment a chlorine manual containing the basic chlorine principles necessary for handling, preventive maintenance and emergency procedures in case of chlorine leakage.

* 1. **DISTRIBUTION TRANSFORMERS AND ACCESSORIES**

1.The Contractor shall supply the required distribution transformers to be installed by the Local Power Company. The units shall be oil-immersed, self cooled, double-bushing, pole-mounted type with the following specifications:

|  |  |  |
| --- | --- | --- |
| i. | No. of units | 2 |
| ii. | KVA rating | 10 |
| iii. | Temperature rise, deg.C | 65 |
| iv. | Frequency, Hz | 60 |
| v. | BIL | 95 |
| vi. | Primary Voltage | 7.6/13.2 |
| vii. | Secondary Voltage | 240 |
| viii. | Turns ratio tolerance, % | +/- 1 |
| ix. | Min. Insulation resistance, Mohm | 3,000 |

1. Each transformer shall be furnished with 2 no-load manual winding taps at 2-1/2 % above and below normal voltage. It shall have grounding pads located diagonally on opposite corners of the tank base, mounting lugs and transformer pole mounting bracket cluster. The core and winding of the transformers shall be designed and constructed to give the minimum core loss and shall provide the least percentage ratio of the exciting current to full load ampere rating.
2. The unit shall be designed, fabricated and tested in strict compliance to all applicable standards prior to delivery, installation and acceptance.
3. Distribution Fuse Cut-out – Three (3) units of open-type distribution fuse cut-outs complete with NEMA type K or T fuse link as defined in the latest ANSI C 37.43 standard shall be provided. Cut-outs shall be suitable for pole cross-arm mounting and provided with fuse link (rating as required).
4. Distribution Lightning Arrester – Distribution lightning arrester shall be provided for each distribution transformer for equipment surge voltage protection. Each unit shall be of the valve type (rating as required) suitable for transformer close coupling.
   1. Kilowatt-hour meter – A transformer rated (CT-type) single phase, 2-wire kilowatt meter of the socket type rated at 240 V shall be provided by the Contractor. The unit shall be complete with a meter socket and weatherproof steel enclosure. The stator unit shall be installed and sealed by the Local Power Company. The meter shall be similar to GE Model VM62S or approved equal.
   2. All distribution transformers, fuse cut-outs, lightning arresters and kilowatt-hour meter shall be inspected and tested on site prior to installation. The Local Power Company shall be involved in the inspection and testing. Facilities and expenses shall be borne by the Contractor.

**SPECIFICATIONS**

**uPVC (POLYVINYL CHLORIDE) PIPE**

This standard specifies the requirements for unplasticized polyvinyl chloride (uPVC) with nominal outside diameter of 63 mm to 500 mm intended for the conveyance of potable water under pressure and of temperatures up to 45°C for use below ground.

The pipe shall conform with the requirements of the Philippine National Standard Specification for Unplasticized Polyvinyl Chloride (uPVC) for Potable Water Supply (PNS 65:1993) except as otherwise specified herein.

**a. References**

The titles of the standards publications referred to in this standard are listed in pages 10-19 and 10-20.

**b. Definitions**

For the purpose of this standard, the following definitions shall apply:

1. nominal pressure (PN) - The normal maximum internal pressure that the pipe can sustain in continuous use. This is expressed in megapascals (MPa) at 28°C.

2. design maximum induced stress - The estimated maximum tensile stress on the wall of the pipe along the transverse axis due to internal pressure to which the pipe can be subjected continuously without failure. This is used in calculating the wall thickness of the pipe. For the purpose of this standard, the maximum induced stress is 8.5 MPa at 28°C.

3. pipe series (s) - It is used in classifying the pipe, which is the ratio of the design maximum induced stress to the nominal pressure of the pipe. The pipe series number may be rounded off to the nearest whole number.

4. nominal dimensions - Nominal dimensions and values indicated herein are minimum limits as defined in this standard.

5. unplasticized polyvinyl chloride (uPVC) pipe - A pipe produced basically from an extrusion grade PVC material of high molecular weight which does not contain any plasticizer.

6. rework material - PVC plastics from a processor's own production that has been reground, pelletized or solvated after having been previously processed.

**c. Classification**

uPVC shall be classified in accordance with the pipe series and/or the nominal pressure as follows:

1. Series 10 (PN 0.86 MPa)

2. Series 8 (PN 1.03 MPa)

3. Series 7 (PN 1.25 MPa)

4. Series 5 (PN 1.60 MPa)

In designing the maximum nominal pressure of the uPVC pipe under ambient temperatures other than 28°C, **Table 1** - Maximum Induced Stress for Other Temperatures may be utilized in arriving at the maximum induced stress to be used. The said table may also be used in derating the nominal pressures of the pipe specified in this standard.

**Table 1**

Maximum Induced Stress for Other Temperatures

Coefficient to be Applied to

Water Temperature, t, °C the Maximum Induced Stress

0 < t < 25 1

25 < t < 35 0.8

35 < t < 45 0.63

**d. Requirements**

1. Materials

i The material from which the uPVC are made shall consist substantially of polyvinyl chloride that conforms with PNS 291, to which may be added only those additives necessary to facilitate the manufacture of quality uPVC of good surface finish and sound physical, mechanical and chemical properties.

1. None of the additives shall be used separately or together in quantities sufficient to constitute a toxic, organoleptic or microbial growth hazard or to impair the fabrication or welding properties of the product, or to impair the chemical, mechanical and physical properties (particularly long-term hydrostatic and impact strength) as defined in this standard.
2. The use of the manufacturer's own clean rework material produced during the manufacture and production testing of products conforming with this standard is permissible. No other rework material shall be used.

2. Dimensions

1. Standard Configurations - Shown in **Figure 1** are the standard configurations of uPVC with elastomeric sealing ring socket ends (sizes 63 mm to 500 mm)
2. Dimension and Tolerances - The outside diameters, socket depths, socket diameters, minimum wall thicknesses, effective lengths of the different pipe series/nominal pressures and the tolerances are indicated in **Table 2**.
3. Length - Unless otherwise specified by the purchaser, the length of the pipe shall be taken to mean the effective length, Le, as shown in **Figure 1**. The minimum effective lengths are indicated in **Table 2**. A tolerance of +20 mm is allowable.

3. Physical Characteristics

1. Appearance - The pipe shall be homogeneous throughout and free from cracks, holes, encrustations and other foreign inclusions. Excessive die lines and/or stress marks (particularly in the socket and bell groove) as well as discernible material marbling are not allowed. The ends of the pipe shall be cleanly cut and square to the axis of the pipe.
2. Color - The color of the pipe shall be blue nearest to RAL 5012 and shall be uniform throughout the entire surface of the pipe.
3. Effect of Materials on Water Quality - When used under the conditions for which they are designed, non-metallic materials in contact with, or likely to come into contact with potable water shall not constitute a toxic hazard, shall not support microbial growth and shall not give rise to unpleasant taste or odor, cloudiness or discoloration of the water.

Concentration of substances, chemicals and biological agents leached from materials in contact with potable water, and measurements of the relevant organoleptic/physical parameters shall not exceed the maximum values recommended by the World Health Organization in its publication "Guidelines for Drinking Water Quality" Vol. 1 "Recommendations" (WHO, Geneva, 1984).

If lead or mono/di-alkyl tin compounds are permitted to be used as stabilizers, the quantities of lead or tin measured as metals shall be determined in accordance with the method described in PNS 966/ISO 3114. The permitted levels shall not exceed the limits specified in **Table 3**.

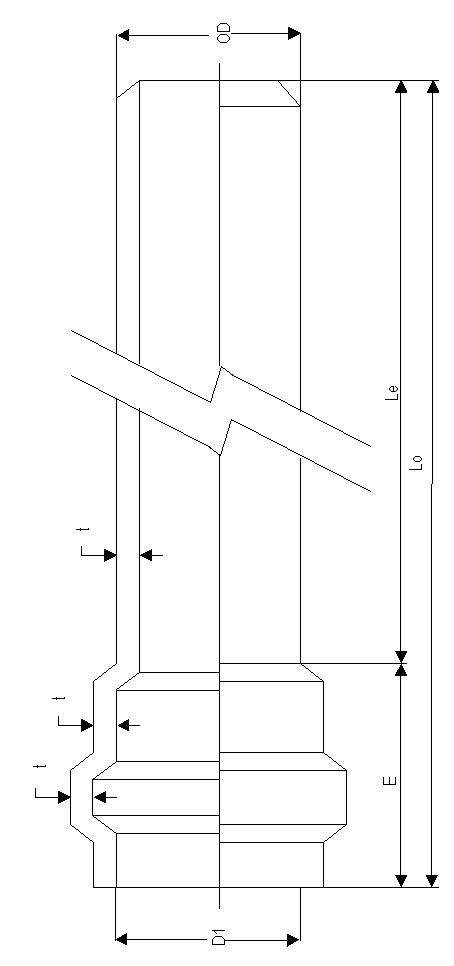
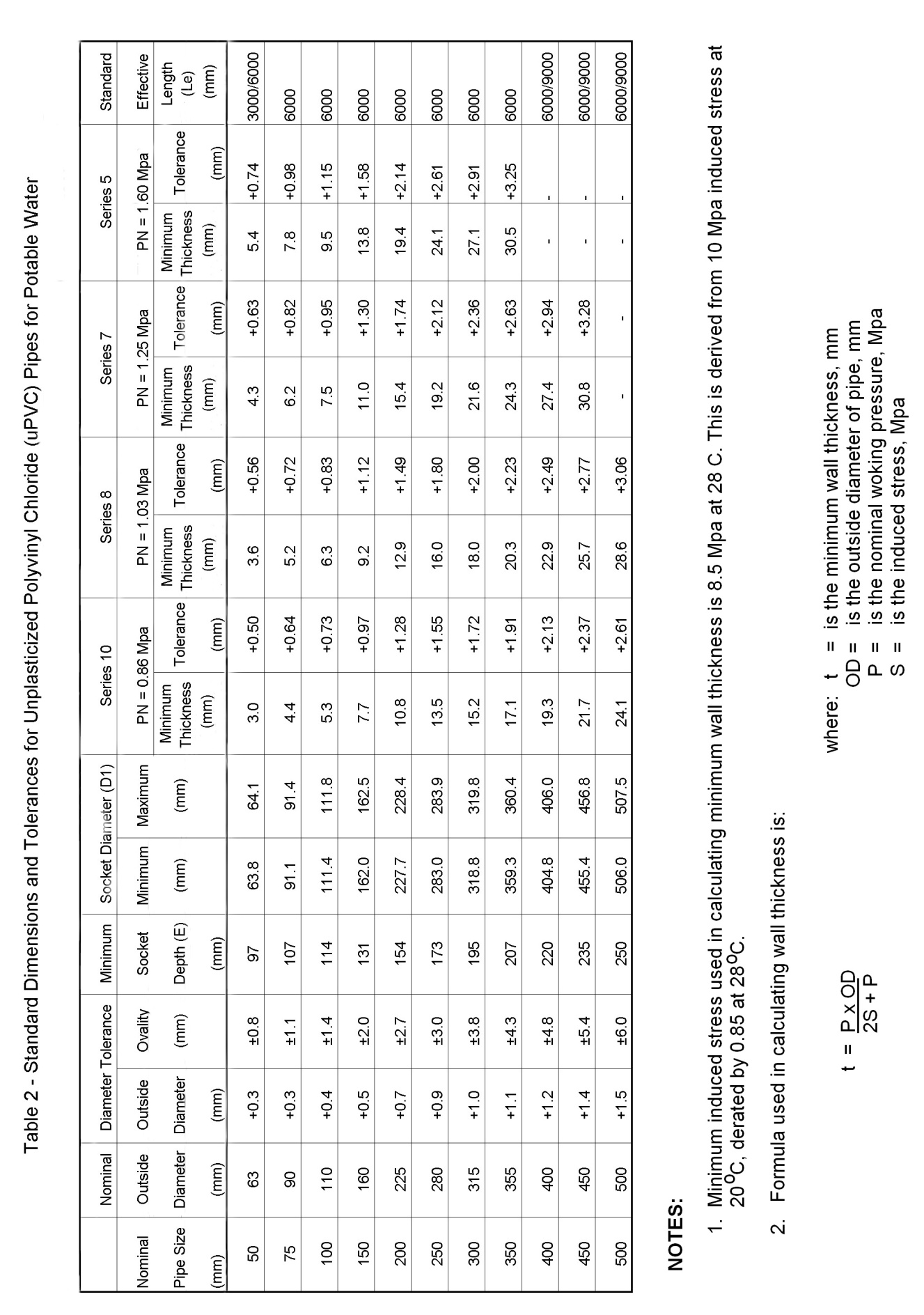


Figure 1 - Standard Configuration of Unplasticized Polyvinyl Chloride (uPVC) with Elastomeric Sealing Ring Socket Ends (63 mm to 500mm)



**Table 3 - Maximum Levels of Toxic Substances**

Extraction Total Concentration

Toxic Substances 1st 3rd of 3 Extracts *.*

Lead, mg/L 1.00 0.05

Di-alkyl Tin, C4

and other higher

monologues measured

as tin, mg/L 0.02

Cadmium, mg/L 0.01

Mercury, mg/L 0.001

iv. Physical Properties - The pipe shall conform with the physical properties specified in **Table 4**.

**Table 4 - Physical Properties**

Property Value Test Method .

Vicat Softening Temperature,

oC, minimum 76 PNS 952/ISO 2507

Longitudinal Reversion, %, max. 5 PNS 951/ISO 2505

Water Absorption, g/m2, max. 40 PNS 953/ISO 2508

v. Resistance to Acetone - The pipe shall not show signs of delamination or disintegration when immersed in acetone. Flattening and/or swelling of the pipe shall not be deemed to constitute failure when tested in accordance with PNS 978/ISO 3472.

vi. Resistance to Sulfuric Acid - The mass of the specimen shall not increase by more than 0.316 g nor decrease by more than 0.013 g when tested in accordance with PNS 979/ISO 3473. The effect of the acid on the surface appearance of the specimen (roughening, bleaching or blackening) shall be ignored.

4. Mechanical Properties

The pipe shall conform with the applied pressure for the hydrostatic pressure tests indicated in Table 5 of PNS 65:1993 when tested in accordance with PNS 509/ISO 1167.

**Table 5 - Applied Pressure for Pressure Test at 280**

Unit: MPa

Series 10 8 7 5

Burst Pressure 3.80 4.56 5.49 7.10

Short Term Pressure 3.60 4.30 5.20 6.70

Long Term Pressure 2.50 3.00 3.60 4.65

For specific calculation, the following formula for deriving the applied pressure may be used:

2 x S x tmin.

p = -------------------

Dm - tmin.

where:

p is the applied pressure, MPa

S is the design stress at 28°C, MPa

tmin. is the minimum wall thickness, mm

Dm is the maximum mean outside diameter, mm

Hydrostatic Pressure Test Requirement

1. Burst Pressure - The pipe shall withstand the applied pressure for at least 60 seconds without failure. The value for the induced stress used in calculating pressure requirement is 37.5 MPa at 28°C.
2. Short Term Pressure - The pipe shall withstand the applied pressure for at least one hour without failure. The value for the induced stress used in calculating pressure requirement is 35.7 MPa at 28°C.
3. Long Term Pressure - The pipe shall withstand the applied pressure for at least 1000 hours without failure. The value for the induced stress used in calculating pressure requirement is 24.6 MPa at 28°C.
4. Resistance to External Blows - The true impact rate of the batch at 28°C shall not exceed 10% when tested in accordance with PNS 967/ISO 3127.

NOTE - The true impact rate is the total number of broken test pieces divided by the total number of blows, expressed as percentage as if the whole batch had been tested. In practice, test pieces are drawn at random from the batch and only estimate of the true impact rates are obtained.

v. Flattening - The pipe shall not show evidence of splitting, cracking and breaking when flattened to a minimum of 40% of its outside diameter when tested in accordance with PNS 800/ASTM D2241.

5. Joints

Elastomeric sealing ring type joints shall be used for sizes 63 mm up to 500 mm. The elastomeric sealing ring shall conform with PNS 1008/ISO 4633.

**e. Sampling and Testing**

1. At least one piece or set (depending on the quantities specified by the test method) of sample/s per production batch (one production run or one production shift, whichever is shorter) shall be taken at random for testing in accordance with the methods and procedures specified in this standard.

2. The uPVC shall be tested in accordance with the methods prescribed in this standard.

3. The frequency of sampling and testing of uPVC is shown in Table 6.

**f. Marking**

The pipe shall be clearly marked with the following information spaced at intervals of not more than one metre:

1. Name of Product

2. Nominal outside diameter, mm

3. Series and/or Nominal pressure, MPa

4. Manufacturer's name and/or its recognized trademark

5. The words "Made in PHL" or "Made in the Phil."

6. The words "For Potable Water"

**Table 6 - Sampling and Testing Schedule for**

**Assessment of Compliance**

Clause Requirements Minimum Frequency

General Requirements

10.7d2(b) Diameter and Wall Thickness Hourly

10.7d2(c) Length Every 8 hours

10.7d3(a) Appearance Every pipe

Type Test

10.7d1 Material Once every 6 months

or every change of

formulation

10.7d3(c) Effect of Materials on

Water Quality - do -

10.7d3(d) Vicat Softening

- do -

10.7d3(d) Water Absorption - do -

10.7d3(d) Resistance to Sulfuric Acid - do -

10.7d4(a)(3) Long Term Pressure - do -

10.7d5 Joints - do -

Quality Control Test

10.7d3(d) Longitudinal Reversion Every 8 hours

10.7d3(e) Resistance to Acetone - do -

10.7d4(a)(1) Burst Pressure - do -

10.7d4(a)(2) Short Term Pressure Every 24 hours

10.7d4(b) Resistance to External Blows Every 8 hours

10.7d4(c) Flattening - do -

REFERENCES

The following standards through reference in the text form part of this national standard. At the time of publication of this PNS, the editions indicated were valid.

PNS 291:1991, Plastic-Polyvinyl Chloride (PVC) Resins - Specification

PNS 509/ISO 1167-1973, Plastic uPVC for the transport of fluids - Determination of the resistance to internal pressure

PNS 800/ASTM D 2241 - 1980, Standard Specification for Polyvinyl Chloride (PVC) Pressure-Rated Pipe (SDR Series)

PNS 951/ISO 2505-1981, Unplasticized polyvinyl chloride (uPVC) - Longitudinal reversion - Test methods and specification

PNS 952/ISO 2507-1982, Unplasticized polyvinyl chloride (uPVC) - Vicat softening temperature - Test methods and specification

PNS 953/ISO 2508-1981, Unplasticized polyvinyl chloride (uPVC) - Water absorption - Determination and specification

PNS 966/ISO 3114-1977, Unplasticized polyvinyl chloride (uPVC) - Extractability of lead and tin - Test method

PNS 967/ISO 3127-1980, Unplasticized polyvinyl chloride (uPVC) - Determination and specification of resistance to external blows

PNS 978/ISO 3472-1975, Unplasticized polyvinyl chloride (uPVC) - Specification and determination of resistance to acetone

PNS 979/ISO 3473-1977, Unplasticized polyvinyl chloride (uPVC) - Effect of sulphuric acid - Requirement and test method

PNS 1008/ISO 4633-1983, Rubber seals - Joint rings for water supply, drainage and sewerage pipelines - Specification for materials

PNS 1027/ISO 6992-1986, Unplasticized polyvinyl chloride (uPVC) for drinking water supply - Extractability of cadmium and mercury occurring as impurities

ABBREVIATIONS

ASTM - American Society for Testing and Materials

ISO - International Organization for Standardization

PNS - Philippine National Standard

***Section VII. Drawings***

**SEE SEPARATE CONSTRUCTION/DESIGN PLANS**

***Section VIII. Bill of Quantities***

*(BID FORMS)*

***Bill of Quantities (Bid Forms)***

**PART I - UNDER UNIT BID PRICE ITEMS**

Note: Quantities estimated are for the purpose of comparing bids. Payment will be based on actual quantities furnished, installed or constructed.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Work Items | Quantity | Unit | Unit Price | Total Cost |
|  |  |  |  |  |  |

**I.A PIPELINES** –furnish and install pipes complete including joints, bends, fittings, warning/detection tapesfor PVC pipes, perform ordinary soil excavation with pipe cover of 1.20 meters or less measured to existing ground surface, dewatering, pipe supports, thrust blocks, backfilling using suitable materials from the trench, disposal of excess materials, where directed, compaction and hydrotesting in accordance with specifications and drawings. The cost shall include provision of maintaining traffic management andcontrol such as enough safety barricades, bollards, warning signs/lights and steel plates to cover open trenches, *when required*, and in accordance with plans and specifications.

Note: Quantity – length in meters, excluding length of valves and assemblies under Items B & C.

**I.A.1 PELINES –** Furnish, install and hydrotest.

a. **75mm uPVC pipes -** use Class 100/Series 10 PVC, see specifications.

**995 lm** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b. **50mm uPVC pipes -** use Class 100/Series 10 PVC, see specifications.

**2,040** **lm** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sub-total I.A.1 – Pipelines**\_\_\_\_\_\_**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I.A.2 DISINFECTION** –disinfect all pipelines in accordance with specifications.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| a. | **75 mm uPVC Pipes** |  | **995** |  | **lm** | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| b. | **50 mm uPVC Pipes** |  | **2,040** |  | **lm** | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | **Sub-total I.A.2 – Disinfection** | | | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  | **Total I.A – PIPELINES/DISINF’N** | | | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  |  |  | |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Work Items | Quantity | Unit | Unit Price | Total Cost |
|  |  |  |  |  |  |
| **I.B** | **VALVES –** furnish materials and install gate valves complete with fittings on proposed | | | | |
|  | pipelines with valve boxes and cover, concrete pads and perform all necessary earthworks, backfill, | | | | |
|  | compaction and disposal of excess materials in accordance with the plans and specifications. | | | | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Note: Quantity - number of valves | |  |  |  |  |
| a. | **75 mm Gate Valves** | **3** | **pcs** | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| b. | **50 mm Gate Valves** | **6** | **pcs** | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  | **Total I.B – VALVES** | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**I.C PAVEMENT DEMOLITION –**furnish labor, tools and equipment necessary to demolish pavementincluding hauling and disposal of discarded materials to approved dumpsite acceptable to the Engineer.

Note 1 – Payment will be based on the average of the respective minimum allowable trench widths as tabulated under Standard Drawings CD-101R of the Standard Specifications.

Note 2 – No payment shall be made for asphalt pavement thickness equal or less than 50mm (2”)-

Note 3 - Multiple pavement is classified as pavement with concrete and asphalt pavement combined.

Note 4 – the cost of cuttings/sawing the pavement shall be included in the unit bid price.

**I.C.1 CONCRETE PAVEMENT DEMOLITION** (roads, highways, sidewalks and driveways)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| a. **Between 50mm (2”) to 75mm (3”) thk.** | **186** | | **sq.m.** \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | **Total I.C – PAVM’T DEM.** | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. |  | Work Items | Quantity | Unit | Unit Price | Total Cost |
|  |  |  |  |  |  |  |
| **I.D** | **SURFACE RESTORATION –**furnish materials, labor, tools and equipment necessary to construct | | | | | |
|  |  | and/or restore pavements/structures demolished as specified in the specifications. | | | |  |

Note 1 – Cost for the supply and preparation of the sub-base and base course when required shall be included in the unit bid price.

Note 2 – Payment will be based on the volume of concrete pavement restored regardless of the thickness of pavement(s) demolished. Computation of volume of restoration shall also consider the width in excess of the maximum allowable trench width. Thickness of base course and/or sub-base course shall not be included in the measurement.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| *a.* | **Concrete Pavement** including | **18.3** | | |  | **cu.m.** | \_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | sub-base & base course, *when required* |  |  |  |  |  |  |  |
|  |  | **Total I.D – SURFACE REST. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | | | | | | |
|  |  |  | | | | | | |
| **I.E** | **BEDDINGS/BORROW FILL –**furnish and install beddings/borrow fill when ordered by the | | | | | | | |
|  | Engineer. |  |  |  |  |  |  |  |

Note 1 – Beddings can either be sand or sieved fine soil to serve as beddings/pipe zone envelope on rocky/limestone formation when ordered by the Engineer.

Note 2 – Borrow fill are imported backfill materials outside or beyond the pipe trench when large volume of excavated materials are unsuitable for backfill as determined and ordered by the Engineer.

a. **Beddings/Borrow Fill** **10** **cu.m.** \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total I.E – BEDDINGS/BORROW FILL** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SUMMARY FOR PART I - UNDER UNIT BID PRICE ITEMS**

|  |  |  |
| --- | --- | --- |
|  |  | **TOTAL COST** |
| I.A | PIPELINES/DISINFECTION | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| I.B. | VALVES | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| I.C | PAVEMENT DEMOLITION | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| I.D | SURFACE RESTORATION | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| I.E | BEDDINGS/BORROW FILL | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | = = = = = = = = = |
|  | **TOTAL BID COST FOR PART I** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
|  | **UNIT BID PRICE ITEMS** |  |

**PART II - UNDER LUMP SUM BID PRICE ITEMS**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Work Items | Quantity | Unit | Lump Sum | Total Cost |
|  |  |  |  | Price |  |
|  |  |  |  |  |  |

**II.A - PIPE CROSSINGS**–Provide all materials, labor, tools and equipment complete including excavation, backfilling, dewatering, welding, provide fittings, transition couplings, thrust blocks, steel truss, steel beam support, anchorages/straps/stiffeners/clamps/bolts, anchor/concrete blocks, encasement, riprapping works*, if necessary*, coating/painting, hydrotesting, disinfection and all other works as proposed and as shown in the approved drawings and specifications.

Note 1 – Limit of Lump Sum Bid (LLSB) shall be indicated in the drawings and shall be at the transition coupling between the ends of the pipe crossing and the proposed pipe under unit bid item.

1. **Pipe Crossing No. 1** (@Brgy. Namnama, Culvert Length = 8.0. m,Pipe Size = 50mm, Pipe Type = Steel)

**1 LS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Pipe Crossing No. 2** (@Brgy. Macabiag Bridge, Bridge Length = 12 m, Pipe Size = 50 mm,

Pipe Type = Steel)

**1 LS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sub-total II.A – PIPE CROSSINGS** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Work Items | Quantity | Unit | Lump Sum |  | Total Cost |
|  |  |  |  | Price |  |  |
|  |  |  |  |  |  | |
| **II.B** | **STRUCTURES** - furnish all materials, labor, tools and equipment to construct structures including | | | | | |
|  | clearing, excavation, backfill, compaction, rebars, concreting formworks, gravel fill, riprap, *when* | | | | | |
|  | *required*, piping works, valving system, metal works, site development, testing, disinfection and all | | | | | |
|  | other works as proposed and as shown in the approved drawings and specifications. | | | | |  |

**II.B.1Pump House Structure-**Furnish all materials, labor, tools and equipment to construct the pump house structure including concreting, rebars, formworks, metal works, finishing, painting and all other related works as shown in the drawings and specifications.

**Const. of Pump house Structure** **2** **LS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sub-total II.B – STRUCTURES** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**II.C ELECTRO-MECHANICAL EQUIPMENT –**Furnish, install, test and commission all electro-mechanical equipment including submersible pump, motor, motor controls, panelboards, cables (from well to control panel) column pipes, discharge head, discharge piping in accordance with LWUA standard discharge piping system, flowmeter, valves, fittings, appurtenances, chlorination equipment, powerline extension, generator set, in-house electrical lighting and power and all other works as shown in the drawings and specifications.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Work Items | Quantity | | | Unit | Lump Sum | Total Cost |
|  |  |  |  |  |  | Price |  |
|  |  |  |  |  |  |  |  |
| **II.C.1 Pump/Motor/Controls/Column** | |  | **2** |  | **LS** | \_\_\_**\_**\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | **Pipes/Discharge Piping &Appurtenances** | | | |  |  |  |

**II.C.2 Powerline Extension –**including raceways, wirings, lighting arresters, fuse cut-outs,distribution transformers (2 units - 10 KVA), meter base, accessories and all other works as shown in the drawings and specifications.

**2** **LS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**II.C.3 In-house Electrical Lighting/Power –** including panelboards, raceways, wirings, conduits, lighting and power outlets and fixtures, switches and all other works as shown in the drawings and specifications.

**2LS \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**II.C.4 Generator Set –**provide 2-units brand-new 10 KVA, 240, 1 Phase, 60 Hertz, silent type generator setcomplete including wirings, cables, tools, battery, spare supplies and all other accessories as listed and required in the specifications.

**2** **LS** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sub-total II.C – ELECTRO - MECHANICAL EQUIPT.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**SUMMARY FOR PART II - UNDER LUMP SUM BID PRICE ITEMS**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  | **TOTAL COST** |
| II.A | PIPE CROSSINGS | | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| II.B. | STRUCTURES | |  |
| II.C | ELECTRO-MECHANICAL EQUIPMENT | |  |
|  | II.C.1 | PUMP/MOTOR/CONTROLS/COLUMN | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | PIPE/DISCHARGE PIPINGS & APPURT, |  |
|  | II.C.2 | POWERLINE EXTENSION | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | II.C.3 | IN-HOUSE ELECTRICAL LIGHTING/POWER | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | II.C.4 | GENERATOR SET | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | **TOTAL BID COST FOR PART II** |  |
|  |  | **LUMP SUM BID PRICE ITEMS** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |  |

**PART III - SPECIAL ITEMS**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| No. | Work Items | Quantity | | | | | Unit | Lump Sum |  | Total Cost |
|  |  |  |  |  |  |  |  | Price |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |
| **III.A Provide, Install and Maintain Project** | | **1** | | |  |  | **LS** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
|  | **and COA Sign Boards** |  |  |  |  |  |  |  |  |  |
| Note: Refer to **Schedule A - Breakdown of Prices**&**Appendix A** for detailed requirements. | | | | | | | | | | |
|  | **TOTAL BID COST FOR PART III** | | | | | | | | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | |
|  |  |  |  | **SPECIAL ITEMS** | | | | |  |  |

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**SUMMARY OF TOTAL BID COST**

**PART I**

**- UNDER UNIT BID PRICE ITEMS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PART II**

**- UNDER LUMP SUM BID PRICE ITEMS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PART III - SPECIAL ITEMS**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL BID PRICE (Part I to III)**

**including all Taxes**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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This Bid is made in full knowledge of the kinds, quantity and quality of the articles and services required, and if said proposal is accepted, we/I will enter into Contract with the Owner within five (5) calendar days from submission of all requirements specified in the Notice of Award (NOA).

It is understood that the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bids and Award Committee (BAC) reserves the right to reject any or all bids and to waive any defect and informality in the bids received.

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BAC also reserves the right to make/undertake realignment of unit bid prices, provided that such realignment shall be limited to the Contractor’s deviation from the ABC, provided further, that there shall be no change in the Contractor’s total bid.

We/I acknowledge receipt of the following addenda/supplemental bulletin:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enclosed is CASH or a CASHIER’S CHECK or MANAGER’S CHECK NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pesos (P \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) or Surety Bond from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the amount of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Pesos (P \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) valid from the official opening of bids, to be returned if this Bid is rejected or retained if accepted, as security until the execution of the Contract and delivery of a satisfactory Performance Bond as required on these Contract Documents.

Each and all the covenants and agreements contained in the Contract affected and by acceptance of this bid shall extend to and be binding upon the successors of the parties thereto.

This will certify that we/I have prepared and/or checked and reviewed the Contract procedures, contract schedule, equipment requirements, and prices submitted with this bid.

Very truly yours,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Contractor’s print name & signature)*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*(Contractor’s Business Name)*

PTR No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INFORMATION REQUIRED OF BIDDERS**

The Bidder shall furnish all information required by Schedules A to C. Failure to comply with this requirement will render the proposal informal and may cause its rejection.

Schedule A : Breakdown of Prices

Schedule B : Documents Furnished with the Bid

Schedule C : Construction PERT/CPM & Bar Chart/S-Curve Schedule

Notes:

Schedules **A& B** inclusive shall be submitted with the Bid on the day Bids are opened, otherwise, the Bid may be rejected.

Schedule **C** shall be submitted within fifteen (15) calendar days from receipt of the Notice of Award.

**All Documents are to be submitted in proper form, order, duly signed and stamped at the end of each Schedule.**

**SCHEDULE A : BREAKDOWN OF PRICES**

The Bidder shall completely fill up the Bidder’s Breakdown of Unit Prices and Lump Sum Prices (including all taxes), herein below provided by inserting the amount in figures for each item in the space provided. **The Breakdown shall be submitted together with the bid and shall form part ofthe bid form**. The amounts shall represent the true breakdown of the bid price of the Unit Prices andLump Sum Prices shown in the Bid Form in Philippine Peso. These amounts will be used in preparing monthly estimates. All breakdowns should be balanced and consistent with the bid amount in the Section VIII – Bill of Quantities (Bid Form). An UNBALANCED BREAKDOWN WILL NOT BE ACCEPTABLE. The total amount indicated in the forms below for each Unit Prices and Lump Sum Bid Prices must equal the bid prices shown in the Section VIII – Bill of Quantities (Bid Form).

1. **UNIT BID PRICE ITEMS** (including all Taxes)

**A.** **PIPELINES**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  | Unit Price (per LM) | | | Unit Price (per LM) | | |  |
|  |  | **Materials** |  |  | **Installation** |  |  |
| Bid Item/ |  |  |  |  |  |  | **Total Unit** |
|  |  |  |  |  | Backfill/ |
| Size (mm) | |  |  |  |  | **Price** |
|  |  | Excavation | Laying/ | Compaction/ |
|  | Pipes | Fittings | Others |  |
|  | (Ordinary) | Jointing | Hydrotesting |  |
|  |  |  |  |  |

1. **75**
2. **50**

Others include warning/detection tapes for PVC pipes, thrust/anchor blocks, materials/devices for maintaining

traffic management and control, etc.

1. **VALVES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No.** |  | **Item** | **Unit Price** | **Unit Price** | **Total Unit** |
|  |  |  | **Materials** | **Installation** | **Price** |
| 2. |  | 75 mm Gate Valve |  |  |  |
|  |  |  |  |  |  |
| 3. |  | 50 mm Gate Valve |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |  |

1. **LUMP SUM BID ITEMS** (including all Taxes). Indicate***not applicable (N/A)***if work itemlisted is not needed and ***insert/add*** work item(s) not indicated but necessary.

**II.A PIPE CROSSINGS -** The Contractor shall**submit the breakdown of prices**for **each of the \_\_\_ Pipe Crossings** by reproducing the table below

**a. PIPE CROSSING NO. \_\_\_\_\_\_\_\_ (@\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bridge/RCBC)**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Qty. | Unit | Unit/LS | Total |
| Price |
|  |  |  |  |  |
| **A.** | **Earthworks** |  |  |  |  |
| 1 | Clearing & Grubbing | \_\_\_\_\_ | sq.m. | \_\_\_\_\_ |  |
| 2 | Ordinary Excavation | \_\_\_\_\_ | cu.m. | \_\_\_\_\_ |  |
| 3 | Rock/Boulder/Limestone Excavation | \_\_\_\_\_ | cu.m. | \_\_\_\_\_ |  |
| 4 | Compaction | \_\_\_\_\_ | cu.m. | \_\_\_\_\_ |  |
| 5 | Backfill | \_\_\_\_\_ | cu.m. | \_\_\_\_\_ |  |
| 6 | Riprapping Works, if necessary | \_\_\_\_\_ | cu.m. | \_\_\_\_\_ |  |
|  | **Sub-Total B** |  |  |  | \_\_\_\_\_\_\_\_ |
|  |  |  |  |  |  |
| **C.** | **Concrete Works** |  |  |  |  |
| 1 | Formworks | \_\_\_\_\_ | sq.m. | \_\_\_\_\_ |  |
| 2 | Concrete | \_\_\_\_\_ | cu.m. | \_\_\_\_\_ |  |
| 3 | Rebars | \_\_\_\_\_ | Kgs. | \_\_\_\_\_ |  |
|  | **Sub-Total C** |  |  |  | \_\_\_\_\_\_\_\_ |
| **D.** | **Piping Works** |  |  |  |  |
| 1 | \_\_\_\_\_\_ mm Steel Pipe | \_\_\_\_\_ | lm | \_\_\_\_\_ |  |
| 2 | Steel Bends | 1 | lot | \_\_\_\_\_ |  |
| 3 | Straps/Clamps | 1 | lot | \_\_\_\_\_ |  |
| 4 | \_\_\_\_\_\_ mm Transition Coupling | 2 | pcs | \_\_\_\_\_ |  |
|  | **Sub-Total D** |  |  |  | \_\_\_\_\_\_\_\_ |
| **E.** | **Steel Works** |  |  |  |  |
| 1 | I-Beam (Built-up Section),where applicable | 1 | lot | \_\_\_\_\_ |  |
| 2 | Steel Truss, where applicable | 1 | lot | \_\_\_\_\_ |  |
| 3 | Straps/Plates/Stiffeners, where applicable | 1 | lot | \_\_\_\_\_ |  |
|  | **Sub-Total E** |  |  |  | \_\_\_\_\_\_\_\_ |
| **F.** | **Miscellaneous Works** |  |  |  |  |
| 1 | Painting Works | 1 | LS | \_\_\_\_\_ |  |
| 2 | Disposal of Excess Materials | 1 | LS. | \_\_\_\_\_ |  |
| 3 | Contingencies | 1 | LS | \_\_\_\_\_ |  |
|  | **Sub-Total F** |  |  |  | \_\_\_\_\_\_\_\_ |
|  | **TOTAL II.A** |  |  |  |  |
|  | **PIPE CROSSING NO. -------\_\_\_\_** |  |  |  | \_\_\_\_\_\_\_\_ |

**II.B ELECTRO-MECHANICAL EQUIPMENT**

**II.B.1 PUMP/MOTOR/CONTROL/DISCHARGE PIPING/ETC.**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Qty. | Unit | LS Price | Total |
| **A.** | **Pumping Equipment** |  |  |  |  |
| 1 | Centrifugal Pump/Motor | 1 | set | \_\_\_\_\_ |  |
| 2 | Motor Control | 1 | set | \_\_\_\_\_ |  |
| 3 | Cable/Wiring | 1 | lot | \_\_\_\_\_ |  |
| 4 | Riser/Column Pipes & Fittings | 1 | lot | \_\_\_\_\_ |  |
| 5 | Common Steel Base | 1 | lot | \_\_\_\_\_ |  |
|  | **Sub-Total A** |  |  |  | \_\_\_\_\_\_\_\_\_ |
| **B.** | **Discharge Piping** |  |  |  |  |
|  |  |  |  |  |  |
| 1 | Discharge/Suction increaser/reducer | 1 | set | \_\_\_\_\_ |  |
|  | Discharge Piping complete with |  |  |  |  |
|  | valves, appurtenances, fittings, tees, |  |  |  |  |
| 2 | test line & accessories in accordance | 1 | lot | \_\_\_\_\_ |  |
|  | with LWUA standard discharge |  |  |  |  |
|  | piping and/or as shown in plans |  |  |  |  |
| 3 | Flowmeter | 1 | set | \_\_\_\_\_ |  |
|  | **Sub-Total B** |  |  |  | \_\_\_\_\_\_\_\_\_ |
| **C.** | **Miscellaneous Works** |  |  |  |  |
| 1 | Splash Box | 1 | lot | \_\_\_\_\_ |  |
| 2 | Drain System, *where shown* | 1 | lot | \_\_\_\_\_ |  |
| 3 | Testing & Commissioning | 1 | LS | \_\_\_\_\_ |  |
| 4 | Others/Contingencies | 1 | LS | \_\_\_\_\_ |  |
|  | **Sub-Total C** |  |  |  | \_\_\_\_\_\_\_\_\_ |
|  |  |  |  |  |  |
|  | **TOTAL II.B.1** |  |  |  |  |
|  | **PUMP/MOTOR/CONTROLS/** |  |  |  |  |
|  | **DISCHARGE PIPING/ETC.** |  |  |  | \_\_\_\_\_\_\_\_ |

1. **SPECIAL ITEMS**

**III.A Provide, Install and Maintain Project & COA Sign Boards**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Item | Description | Qty. | Unit | Unit Price | Total |
|  |  |  |  |  |  |
| 1 | Project Signs | 2 | sets | \_\_\_\_\_ |  |
|  |  |  |  |  |  |
| 2 | COA Sign Boards | 2 | sets |  |  |
|  |  |  |  |  |  |
|  | **Sub-Total III.A** |  |  |  |  |
|  |  |  |  |  |  |
|  | **TOTAL III** |  |  |  |  |

***Section IX. Bidding Forms and Other Pre-Implementation Forms***

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**Bid Form**

****

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IB1 No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Address: *[insert address]*

We, the undersigned, declare that:

1. We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
2. 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: *[insertinformation]*;

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

1. 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;
2. 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 theContract;
3. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
4. 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;
5. 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;
6. 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

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

1. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
2. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[Name of Project]* of the *[Name of the Procuring Entity].*
3. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:

In the capacity of:

Signed:

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

Date: \_\_\_\_\_\_\_\_\_\_\_

**Form of Contract Agreement**

****

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

WHEREAS, the Entity is desirous that the Contractor execute *[name andidentification number of contract]* (hereinafter called“the Works”) and the Entity hasaccepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:
   1. General and Special Conditions of Contract;
   2. Drawings/Plans;
   3. Specifications;
   4. Invitation to Bid;
   5. Instructions to Bidders;
   6. Bid Data Sheet;
   7. Addenda and/or Supplemental/Bid Bulletins, if any;
   8. Bid form, including all the documents/statements contained in the

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

* 1. Eligibility requirements, documents and/or statements;
  2. Performance Security;
  3. Notice of Award of Contract and the Bidder’s conforme thereto;
  4. Other contract documents that may be required by existing laws and/or the Entity.

1. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signed, sealed, delivered by |  | the |  | (for the Entity) |
| Signed, sealed, delivered by |  | the |  | (for the Contractor). |
| Binding Signature of Procuring Entity | |  |  |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Omnibus Sworn Statement**

****

REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_\_ ) S.S.

**A F F I D A V I T**

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

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

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

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

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

*If a sole proprietorship:* As the owner and sole proprietor or authorized representativeof*[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*

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

*If a partnership, corporation, cooperative, or joint venture:* I am granted full powerand authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special

Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;

1. *[Name of Bidder]* is not “blacklisted” or barred from bidding by the Government ofthe Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
2. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

* 1. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its dulyauthorized representative(s) to verify all the documents submitted;
  2. ***Select one, delete the rest:***

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

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

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

* 1. *[Name of Bidder]* complies with existing labor laws and standards; and
  2. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as aBidder:
     1. Carefully examine all of the Bidding Documents;
     2. Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
     3. Made an estimate of the facilities available and needed for the contract to be bid, if any; and
     4. Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of theProject]*.

1. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount,fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bidder’s Representative/Authorized Signatory

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

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

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public for \_\_\_\_\_\_\_ until \_\_\_\_\_\_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

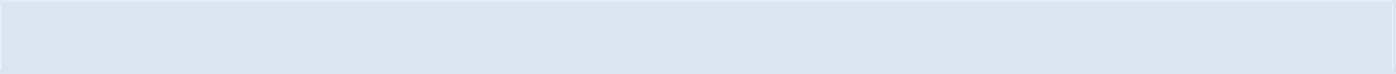
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Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

**Bid-Securing Declaration**

**(REPUBLIC OF THE PHILIPPINES)**

**CITY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) S.S.**

**x-------------------------------------------------------x**

**Invitation to Bid** *[Insert reference number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
   1. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   2. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
   3. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

***[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE] [Insert signatory’s legal capacity]***

Affiant

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

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

**NAME OF NOTARY PUBLIC**

**Serial No. of Commission \_\_\_\_\_\_\_\_\_\_\_**

**Notary Public for \_\_\_\_\_\_ until \_\_\_\_\_\_\_**

**Roll of Attorneys No. \_\_\_\_\_**

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

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

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**Page No. \_\_\_**

**Book No. \_\_\_**

**Series of \_\_\_\_.**

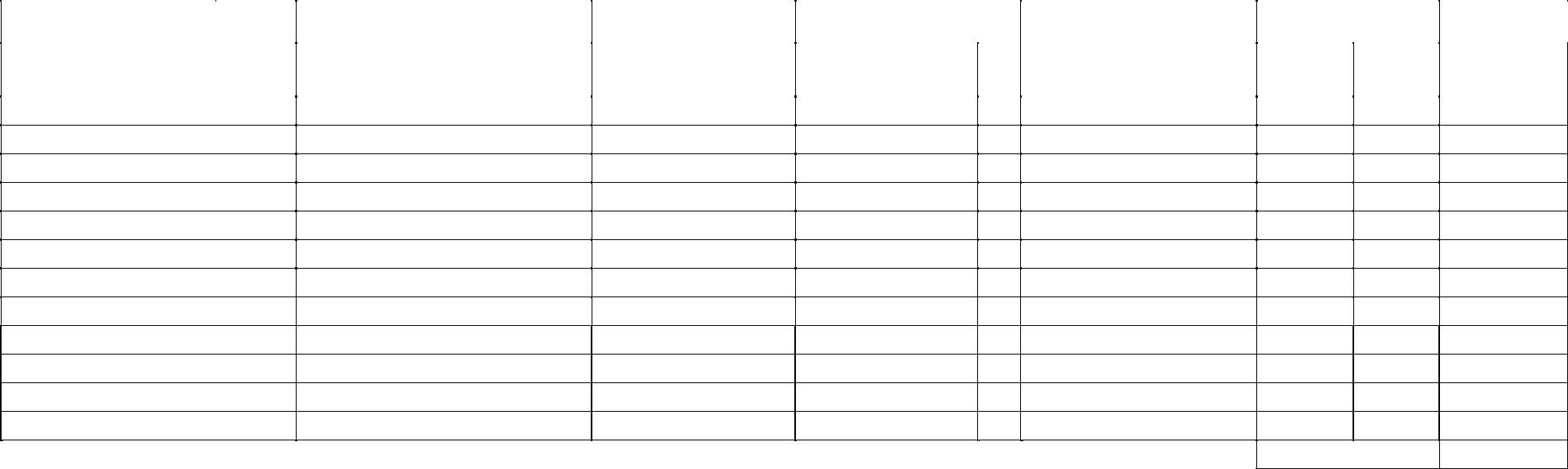
*SINAIT WATER DISTRICT*

*Name of the Contract*

*Location of the Contract*

**List of all Ongoing Government & Private Construction Contracts including contracts awarded but not yet started**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Business Name | | | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |  |  |  |  |  |  |  |  |
| Business Address | | | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |  |  |  |  |  |  |  |  |
|  | Name of Contract/Location | | | a. | Owner Name |  | Contractor’s Role | |  |  | a. | Date Awarded | % of | | Value of |
|  |  |  |  | Accomplishment | |
|  | Project Cost | |  | b. | Address | Nature of Work | Description |  |  |  | b. | Date Started |  |  | Outstanding |
|  |  |  |  | c. | Telephone Nos. |  |  | % | c. | | Date of Completion | Planned | Actual | Works |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  | Government | |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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Private

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |  |  |  |  |
| Note: This statement shall be supported with: | | | | | | |  | Total Cost | | |  |

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by

: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name & Signature)

Designation

Date

: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| SINAIT WATER DISTRICT | | |  |  |  |  |  |
| Name of Contract | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  |  |  |  |
|  |  |  |  |  |  |
| Location of Contract | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |  |  |  |  |
|  |  |  |  |  |  |
| Business Name | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  |  |  |
|  |  |  |  |  |
| Business Address | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |  |  |  |  |
|  |  |  |  |  |
| **STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT (SLCC) SIMILAR TO THE CONTRACT TO BE BID** | | | | | |  |  |
|  |  |  |  |  |  |  |  |
| Name of Contract | a. | Owner’s Name |  | Bidder’s Role |  | a. Amount at Award | a. Date Awarded |
| Nature of Work |  |  |
| b. | Address |  |  | b. Amount at Completion | b. Contract Effectivity |
|  |  |  |
|  |  |  |  |
|  | c. | Telephone Nos. |  | Description | % | c. Duration | c. Date Completed |
|  |  |  |  |  |  |

NOTE: Only one (1) project/

contract shall be listed here,

i.e., the largest similar

Note: This statement shall be supported with:

1. Contract Agreement
2. CPES rating sheets and/or Certificate of Completion
3. Certificate of Acceptance

|  |  |
| --- | --- |
| Submitted by | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |

(Printed Name & Signature)

Designation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SINAIT WATER DISTRICT

Name of the Contract:

Location of the Contract:

Statement of Availability of Key Personnel and Equipment

*(Date of Issuance)*

*Name of the Head of the Procuring Entity*

*Position of the Head of the Procuring Entity*

*(Name of Procuring Entity)*

*(Address of Procuring Entity)*

Attention

:

The Chairman

Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the \_\_\_*(Name of the Procuring Entity)\_\_\_* BAC for the bidding of the \_\_*(Name of the Contract)*\_\_, we certify that \_\_ *(Name of the Bidder)* \_\_ has in its employ key personnel, such as project managers, project engineers, materials engineers and foremen, who may be engaged for the construction of the said contract.

Further, we likewise 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 contracts.

Very truly yours,

*(Name of Representative)*

*(Position)*

*(Name of Bidder)*

SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract ;

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | **CONTRACTOR’S PROFILE** | | |
| **Date:** | |  |  |  |
| **Name of Firm/Company:** | |  |  |  |
| **Contractor ID:** | |  | **Tax Account No.** | |
| **Projects** |  |  |  |  |
| **Kinds** | | **Respective** | | |
| **of Projects** | | **Size Ranges** | | |

Building and Industrial Plant

Dam, Reservoir and Tunneling

Irrigation and Flood Control

Park-Playground or Recreational Work

Port, Harbor and Offshore Engineering

Road, Highway Pavement Railways, Airport, Horizontal Structures, Bridges

Sewerage and Sewage System

Water Supply

Water Treatment Plant and System

**Financial**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | **Aspect** | |  |  |  |  |  |  |  |  |  |  |  |
|  |  | **Record** | | | | | **Total** | **Current** |  | **Total** | **Current** | **Total Present** | **Current** |
|  |  | **Year** | | | | | **Assets** | **Assets** |  | **Liabilities** | **Liabilities** | **Net Worth** | **Net Worth** |
|  |  |  |  | | |  |  |  |  |  |  |  |  |
|  |  |  | **Completed Projects** | | | |  |  |  |  |  |  |  |
|  | **Contract** | |  | **Name of** | |  | **Owner** | **Participation** | **Contract** | **Contract** | **Major** | **Dimension** | **Total As Built** |
|  | **ID** | |  | **Contract** | | |  | **Percentage** | **Date** | **Date** | **Categories** |  | **Cost Per Major** |
|  |  |  |  |  |  |  |  |  | **Started** | **Completed** | **of Work** |  | **Work Category** |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |

SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

**Construction Schedule and S-Curve**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Item# | Description |  | Month 1 | | | |  | Month2 | | |  |  | Month3 | | |  |  | Month4 | | |  |  | Month5 | | |  |  | Month6 | | |  |  | Month7 | | |  |  | Month8 | | |  |  | Month9 | | |  |  | Month10 | | | |  | Month11 | | |  |  | Month12 | | |  |
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Submitted by:

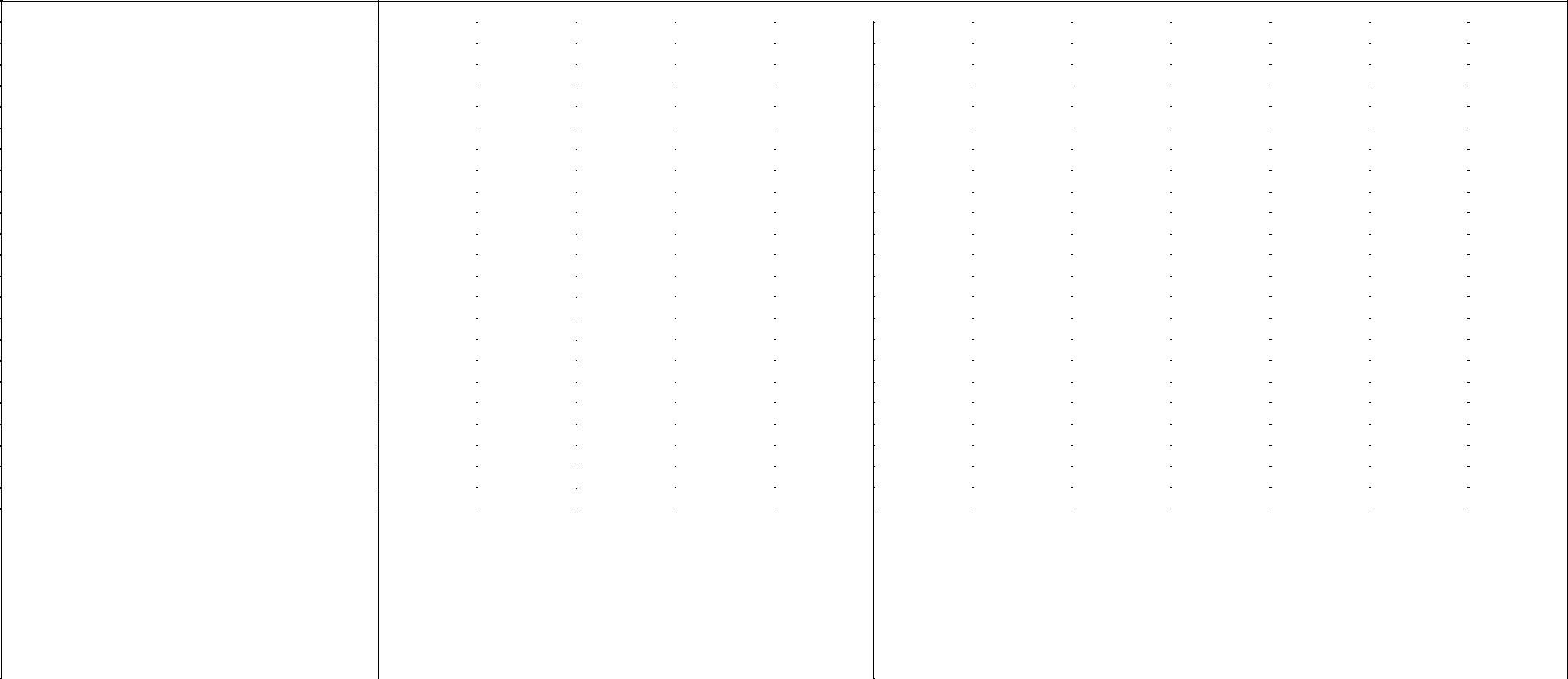
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| *Name of the Representative of the Bidder* | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *Position* | | |  |
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| *Name of the Bidder* | | |  |
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SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

**MANPOWER UTILIZATION SCHEDULE**

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| Contractor’s Name: | Name of the Procuring Entity: | Contract Name: |
|  |  |  |

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| --- | --- | --- | --- |
| Submitted by: | | |  |
| *Name of the Representative of the Bidder* | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *Position* |  | |  |
| *Name of the Bidder* | |  |  |

SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

**OUTLINE**

**NARRATIVE DESCRIPTION**

**OF**

**CONSTRUCTION METHODS**

**1.0** **INTRODUCTION**

Refer to Bidding, etc.

**2.0** **BRIEF DESCRIPTION OF CONTRACT WORKS**

State general features of contract works. Use tables as necessary.

**3.0** **CONSTRUCTION METHODS AND PROCEDURES**

3.1 Methodology or General Approach

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of construction financing the project, etc.

3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

3.3 Financial Program

Cash flow schedules, provision for working capital, schedule of receipts, etc.

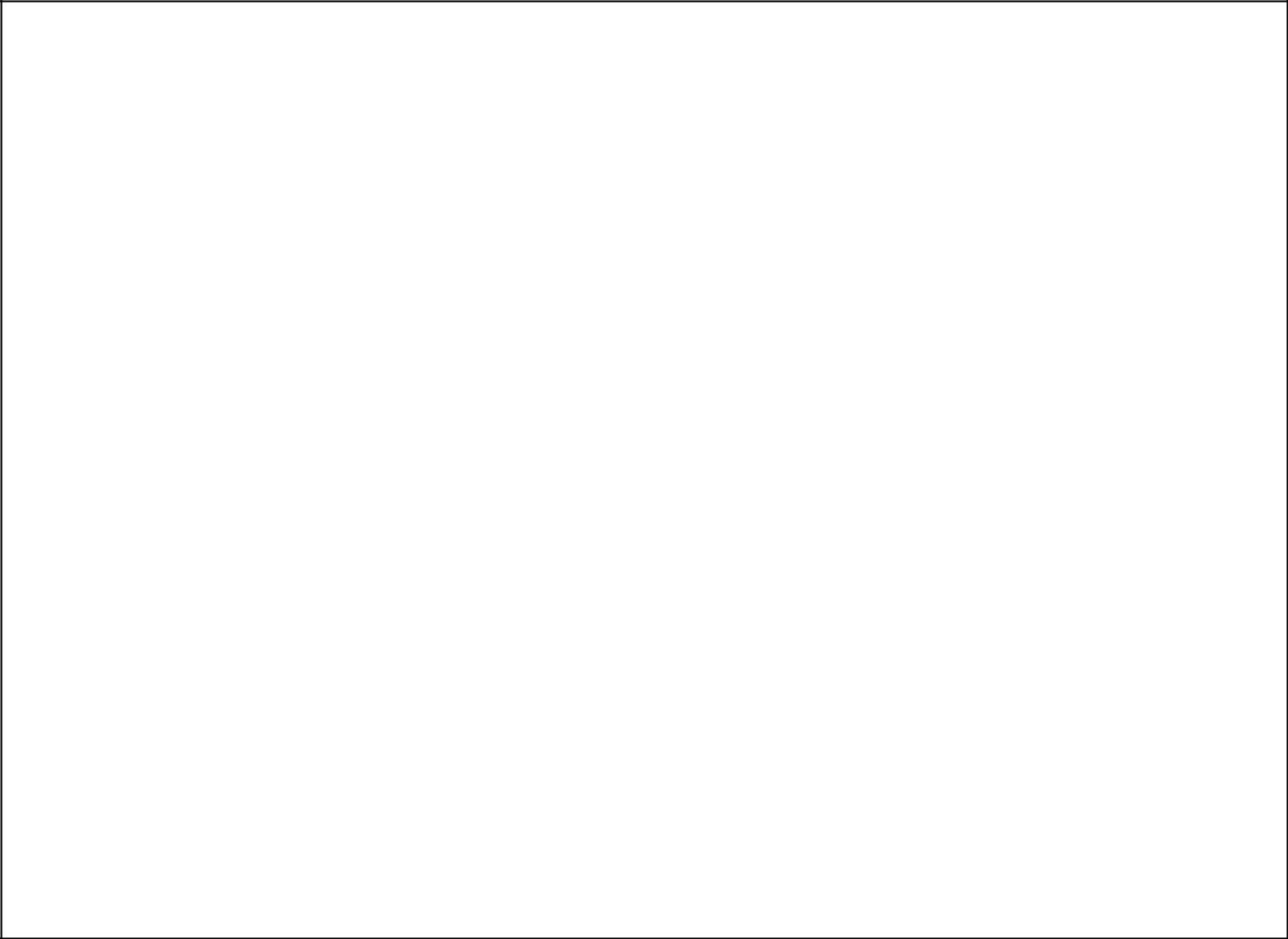
SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

**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

SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

**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.

1. Authorized Managing Officer / Representative
2. 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 | : | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |

1. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name and Address of Employer | |  | Length of Service | | |
|  |  |  |  |  |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_ | year(s) from | \_\_\_\_\_\_\_ to \_\_\_\_\_\_ | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_ | year(s) from | \_\_\_\_\_\_\_ to \_\_\_\_\_\_ | |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | \_\_\_\_\_ | year(s) from | \_\_\_\_\_\_\_ to \_\_\_\_\_\_ | |

1. Experience:

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

SINAIT WATER DISTRICT

Name of the Contract

Location of the Contract

**Qualification of Key Personnel Proposed to be Assigned to the Contract**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Business Name | | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |  |  |  |
| Business Address | | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |  |  |  |
|  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  | Project Manager / Engineer | Materials Engineer | Foreman |  | Construction Safety and | Other positions deemed |
|  |  |  |  |  |  |  | Health Personnel | 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 Requirements : Project Manager / Engineer

1. Materials Engineer
2. Foreman
3. Foreman

Note : Attached individual resume and PRC License of the (professional) personnel.

|  |  |  |
| --- | --- | --- |
| Submitted by | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
|  | (Printed Name & Signature) |  |
| Designation | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Date | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
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SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

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

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Business Name | | | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |  |  |  |
|  | Business Address | | | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |  |  |  |
|  |  |  |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | Description |  | Model/Year | Capacity / | Plate No. | Motor No. / | Location | Condition | Proof of |
|  |  |  |  |  |  | Performance / Size |  | Body No. |  |  | Ownership / |
|  |  |  |  |  |  |  |  |  |  |  | Lessor or Vendor |
|  | A. Owned | | |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  | i. | | |  |  |  |  |  |  |  |  |
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|  | ii. | | |  |  |  |  |  |  |  |  |
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|  | iii. | | |  |  |  |  |  |  |  |  |
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|  | iv. | | |  |  |  |  |  |  |  |  |
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|  | v. | | |  |  |  |  |  |  |  |  |
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|  |  |  | |  |  |  |  |  |  |  |  |
|  | B. Leased | | |  |  |  |  |  |  |  |  |
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|  | i. | | |  |  |  |  |  |  |  |  |
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|  | ii. | | |  |  |  |  |  |  |  |  |
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|  | iv. | | |  |  |  |  |  |  |  |  |
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|  | v. | | |  |  |  |  |  |  |  |  |
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|  | C. Under Purchase Agreements | | | |  |  |  |  |  |  |  |
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|  | i. | | |  |  |  |  |  |  |  |  |
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|  | iv. | | |  |  |  |  |  |  |  |  |
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|  | v. | | |  |  |  |  |  |  |  |  |
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List of minimum equipment required for the project:

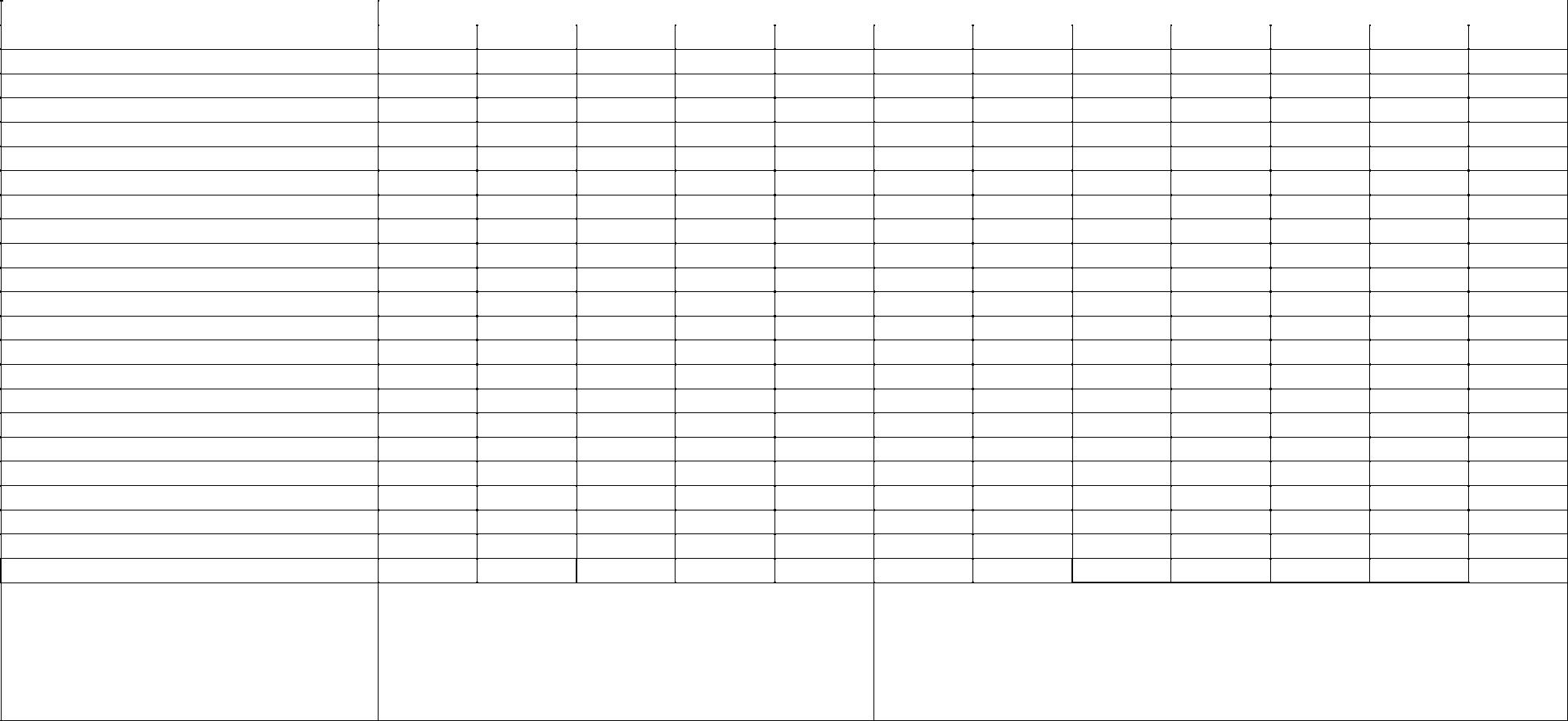
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|  |  | (Printed Name & Signature) |
| Designation | : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |
| Date | : |  |

SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

**EQUIPMENT UTILIZATION SCHEDULE**

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|  | Contractor’s Name: |  | Name of the Procuring Entity: | | | | | | |  | Contract Name: |
|  |  |  |  |  |  |  |  |  |  |  |  |

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| Submitted by: | | |  |  |
| *Name of the Representative of the Bidder* | | |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *Position* |  |  |  |

*Name of the Bidder*

SINAIT WATER DISTRICT

Name of the Contract :

Location of the Contract :

Contract Name Location

: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CASH FLOW BY QUARTER AND PAYMENT SCHEDULE**

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| --- | --- | --- | --- | --- | --- |
| PARTICULAR | % WT. | 1ST QUARTER | 2ND QUARTER | 3RD QUARTER | 4TH QUARTER |
| ACCOMPLISHMENT |  |  |  |  |  |
| CASH FLOW |  |  |  |  |  |
| CUMULATIVE ACCOMPLISHMENT |  |  |  |  |  |
| CUMULATIVE CASH FLOW |  |  |  |  |  |



Submitted by:

|  |  |  |  |
| --- | --- | --- | --- |
| *Name of the Representative of the Bidder* | | | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| *Position* |  | |  |
| *Name of the Bidder* | |  |  |

