LEBAK WATER DISTRICT

LEBAK, SULTAN KUDARAT



NEGOTIATED PROCUREMENT

TWO FAILED BIDDINGS

- TITLE: SUPPLY, DELIVERY AND INSTALLATION OF ELECTROMECHANICAL EQUIPMENT AND TREATMENT FACILITY AT PUMPING STATION 1
- ABC: PHP 2,396,435.58

Contract No.: GIP2024-10-006

Sixth Edition

PREFACE

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

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

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

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

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

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

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

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GLOSSARY OF TERMS, ABBREVIATIONS, AND ACRONYMS

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

- **BIR** Bureau of Internal Revenue.
- **BSP** Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

- **DOLE –** Department of Labor and Employment.
- **DTI** Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

- **NFCC –** Net Financial Contracting Capacity.
- **NGA –** National Government Agency.
- **PCAB** Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

- **PSA –** Philippine Statistics Authority.
- **SEC –** Securities and Exchange Commission.
- **SLCC –** Single Largest Completed Contract.
- **UN –** United Nations.

SECTION I. REQUEST FOR QUOTATION



Republic of the Philippines
LEBAK WATER DISTRICT
Durak Mahagany, Bray, Aurolia E, Erairos Sr.

Purok Mahogany, Brgy. Aurelio F. Freires Sr. Lebak, Sultan Kudarat

REQUEST FOR QUOTATION NEGOTIATED PROCUREMENT TWO-FAILED BIDDINGS

SUPPLY, DELIVERY AND INSTALLATION OF ELECTROMECHANICAL EQUIPMENT AND TREATMENT FACILITY AT PUMPING STATION 1 Contract No.: GIP2024-10-006

- The Lebak Water District (LEWADI) intends to procure Supply, Delivery and Installation of Electromechanical Equipment and Treatment Facility at Pumping Station 1 with an Approved Budget for the Contract (ABC) of Two Million Three Hundred Ninety-Six Thousand Four Hundred Thirty-Five Pesos & 58/100 (Php2,396,435.58)
- 2. The LEWADI Bids and Award Committee (BAC) now invites technically, legally, and financially capable suppliers for the said project.
- 3. The Procurement procedure for this requirement is Negotiated Procurement Two Failed Biddings pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184. The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.
- 4. The schedule of bidding activities is herein stated below:

Activities	Schedule
1. Issuance and availability of Request for Quotation and other documents	Starting January 14, 2025 from 08:00 AM to 05:00 PM only
2. Conduct of Pre-Negotiation Conference	Starting January 15, 2025 to January 22, 2025 from 08:00 AM to 05:00 PM only Which shall be open to prospective bidders.
3. Deadline for the Submission of Quotation	January 29, 2025, 01:00 PM Lebak Water District Office, Purok Mahogany, Brgy. Aurelio F. Freires Sr., Lebak, Sultan Kudarat, Philippines
4. Opening of Quotation (Best Offer)	January 29, 2025, 01:00 PM Lebak Water District Office, Purok Mahogany, Brgy. Aurelio F. Freires Sr., Lebak, Sultan Kudarat, Philippines Late bids shall not be accepted.

- 5. A complete set of Bidding Documents may be acquired by interested bidders starting January 14, 2025 at the given address, upon payment of the applicable fee of Five Thousand Pesos (Php5,000.00).
- 6. The offer must be duly received by the LEWADI BAC Secretariat through manual submission at the office address indicated below on or before January 29, 2025, 01:00 PM. Late submission shall not be accepted.
- 7. Bid opening shall be on January 29, 2025, 01:00 PM at the given address below. Bids will be opened in the presence of the bidder's representative who choose to attend the activity.
- 8. Further information may be obtained from the following:

JEANNETTE MAYAO MABAGUE BAC Secretariat Lebak Water District Purok Mahogany, Brgy. Aurelio F. Freires Sr., Municipality of Lebak, Province of Sultan Kudarat Tel No. (064) 205-3554; Cell No. 0905-400-7534 Email: lewadi.bac2021@gmail.com

9. The Lebak Water District (LEWADI) reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

Signed dated 05/22/2024

ENGR. HENRY JAMES H. GALLETO BAC Chairperson

SECTION II. INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, Lebak Water District (LEWADI) invites Bids for the SUPPLY, DELIVERY AND INSTALLATION OF ELECTROMECHANICAL EQUIPMENT AND TREATMENT FACILITY AT PUMPING STATION 1, with Project Identification Number GIP2024-10-006.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for **2024** in the amount of **TWO MILLION THREE HUNDRED NINETY-SIX THOUSAND** FOUR HUNDRED THIRTY-FIVE PESOS & 58/100 (PHP2,396,435.58).
- 2.1. The source of funding is:
 - a. NGA, the General Appropriations Act of 2017.

3. Negotiation Requirements

The Negotiated Procurement – Two Failed Biddings for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or IB by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current

prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.1. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. **Pre-Negotiation Conference**

The Procuring Entity will hold a pre-negotiation conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the IB

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening. 14.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until **120 calendar days from Bid Opening**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid. The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the

lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 15 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

SECTION III. BID DATA SHEET

BID DATA SHEET

ITB Clause

- 5.2 For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:
 - a. SUPPLY, DELIVERY AND INSTALLATION OF ELECTROMECHANICAL EQUIPMENT AND TREATMENT FACILITY.
- 7.1 Subcontracting is not allowed.
- 10.4 The key personnel must meet the required minimum years of experience set below:

Key Personnel	General Experience	Relevant Experience*
Project Engineer	5	5
Electromechanical Technician	5	5
Safety Officer	5	5
Foreman	5	5
Welder	5	5
Pipe Fitter	5	5

*Relevant experience in installation of Electromechanical Equipment and Treatment Facility Projects.

10.5 The minimum major equipment requirements are the following:

Equipment	Min. Capacity	Number of Units
Welding Machine		1
Cut-off Machine		1
Boom Truck		1

- 15.1 The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:
 - The amount of not less than Php47,928.71, 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 **Php119,821.78**, if bid security is in Surety Bond.
- 19.2 Partial bids are not allowed for this Project
- 21 Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.

SECTION IV. GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 3.1 The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
 - 3.2 If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.

5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property (ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the **SCC**, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. **Program of Work**

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC.** If the Contractor does not submit an updated Program of

Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. **Progress Payments**

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

15. Operating and Maintenance Manuals

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

SECTION V. SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

GCC Clause

- 2 The whole of the Project Works Intended Completion Date is within Ninety (90) Calendar Days from the Notice to Proceed (NTP).
- 7.2 Warranty Period: **Five (5) years**.
- 10 No dayworks are applicable to the contract.
- 11.1 The Contractor shall submit the Program of Work to the Procuring Entity's Representative within **thirty (30) calendar days** of delivery of the Notice of Award.
- 11.2 The amount to be withheld for late submission of an updated Program of Work is **Php10**, **000.00**.
- 13 The amount of the advance payment is **15% of the total contract price**.
- 14 Materials and equipment delivered on the site but not completely put in place shall be included for payment.
- 15.1 The date by which "as built" drawings are required is **thirty (30) calendar days upon completion of the project**.
- 15.2 The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is **Php10, 000.00**.

SECTION VI. SPECIFICATIONS

I. SCOPE OF WORK

The work items included in the approved Program of Work are to furnish materials, labor, tools and equipment for the **SUPPLY**, **DELIVERY AND INSTALLATION OF ELECTROMECHANICAL EQUIPMENT AND TREATMENT FACILITY AT PUMPING STATION 1**. This project shall be completed within **NINETY (90) CALENDAR DAYS** from issuance of Notice to Proceed (NTP).

II. LWUA STANDARD SPECIFICATIONS

The revised LWUA Technical Standards Manual (2nd Edition) shall be part of the Technical Specifications.

Any conflict or discrepancies between herein Section VI – Technical Specifications of the Bidding Documents and the LWUA Technical Standards Manual (2nd Edition) herein Section VI – Technical Specifications shall govern over the LWUA Technical Standard.

III. MATERIAL AND WORKMANSHIP

1.0 GENERAL

All materials and workmanships shall comply with the specifications. Other standards superior to the enumerated in this specification shall be acceptable, subject to the approval of the Project Engineer, the authorized representative of LEWADI. The opinion of LEWADI Project Engineer must be obtained prior to utilizing such materials or workmanship on or off the site.

2.0 PREPARATION OF SITE

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

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

4.0 PERMITS

With the assistance of LEWADI, all necessary permits, clearances, and taxes due to the national or local government necessary for the implementation of the project to include incidental expenses shall be processed, secured and paid for by the contractor who shall solely responsible in case of delays.

5.0 RIGHT-OF-WAYS

With the assistance of LEWADI, the Contractor shall coordinate with the DPWH, the concerned LGU who has jurisdiction in clearing the right of way and the Landowners. Any fees related hereto shall be shouldered by the Contractor.

6.0 **PROTECTION OF PROPERTY**

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

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

7.0 BARRICADES AND WARNING DEVICE

It is mandatory upon the Contractor to provide reflectorized signage, barricades, and early warning devices enclosing the area where work is ongoing. LEWADI Project Engineer has the right to order the stoppage of work by reason of insufficiency of these devices or non-compliance thereof while the period to complete the project shall continue to run.

9.0 MATERIALS TESTING

It is a matter of requirement that the contracting company must have its own materials engineer, who shall be at the premises of the principal office of the contracting company during inspection. Appropriate licenses and documents shall be readily available. The costs of all tests shall be borne by the Contractor. The Contractor must present to the LEWADI Project Engineer the material's test results as provided for sub-base, base course and surface course of the Schedule of the Minimum Test Requirements Governing Items of Work of the DPWH Standard Specification.

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

10.0 INSPECTION AND TESTING

All pipes and fittings shall be subjected to inspection by the LEWADI Project Engineer/Representative and the Contractor prior to installation.

IV. SURFACE RESTORATION

1.0 GENERAL

The Contractor shall furnish all materials, labor, plant, and equipment for the removal of pavement, property, and surface structures that are necessary for the proper prosecution of the work, but only upon approval of the parties having jurisdiction thereof and of the LEWADI Project Engineer. Unless otherwise shown, the Contractor shall restore at his own expense all property removed or destroyed by its operation at least equal to conditions prior to work under this Contract or to the satisfaction of the property owner.

V. **CONCRETE WORKS**

1.0 CONCRETE

Cast in place concrete required for this work is indicated on the drawings. All concrete mix to be used shall be of class "A" concrete mix except otherwise as specified. Use 4000 psi ready concrete mixture for foundation, wall, slab and concrete pavement as indicated in the plan. Concrete shall be consolidated by hand-spading and tamping or as instructed by LEWADI Project Engineer. The Contractor shall ensure all places for concreting shall be free from debris. Any concrete pouring will be performed with the prior advisory to the LEWADI Project Engineer.

2.0 **REINFORCING BARS**

All reinforcing steel bars used shall be A615 Grade 60, new and free from rust, oil, defects and greases or other materials which tend to destroy bond between the concrete and the reinforcement shall be removed before placing the steel and before concreting begins. In slabs splices of reinforcement at points of maximum stress shall be generally avoided and may allowed only upon written approval of splice details by the LEWADI Project Engineer. Splices shall provide sufficient lap to transfer stress between bars by bonding shear. Splices in adjacent bars shall be generally staggered. All splices shall be in accordance with the requirements indicated on the plan. Concrete must not be poured until the reinforcements have been inspected by the LEWADI Project Engineer.

VI. **PIPING WORKS**

1.0 SCOPE OF WORK

- a) The Contractor shall furnish and install pipes, fittings, closure pieces, supports, bolts, nuts, gaskets, jointing materials, and appurtenances as shown and specified in the plans, and as required for a completed and workable piping system. Shop drawings of all piping shall be furnished in accordance with Clause VIII – Shop Drawings and Catalog Data.
- b) All exposed piping shall be adequately supported with devices of appropriate design. Where details are shown, the supports shall conform thereto and shall be placed as indicated. Provided that support for all piping shall be complete and adequate regardless of whether or not supporting devices are specifically shown.
- c) All pipes shall be laid in a uniform profile as shown on the drawings.

PRESSURE AND LEAKAGE TESTING 2.0

- a) Inspection before testing Pipe section must be partially backfill 0.45 m over pipe, to secure from movement, leaving only the joints open for usual visual inspections. All pipe ends must be copped and restrained to prevent movement. Make provisions to relieve trapped air from high points and pipe ends.
- b) Visual inspection of leakages Prior to any testing, the pipe section must be cleaned by flushing with a minimum flushing velocity of 0.80 m/s (2.5 feet per second).

- After filling apply a slight pressure of at least 20 psi and allow 48 hours

this period examine all thrust blocks especially at test ends for excessive movements duo to trust forces which developed.

c) Pressure and leakage testing/inspection - Refer to the applicable specification all procedures as given or follow the specifications below.

"As per LWUA standards, the test shall consist of holding test pressure on each section of the line for a period of two (2) hours. The test pressure at the lowest point shall be 1.0 MPa (150 Psi) according to the class of pipe installed. Pressure recorder of pressure logger shall also be provided at all ends of the section tested. The water necessary to maintain the pressure shall be measured using a meter or any other satisfactory means. The leakage shall be considered the amount of water entering the pipeline during the two (2) hr. test period"

Formula: AL (Allowable leakage) = 1.85 liters /mm (dia.) per [Length in km (day)]

"For all other types of pipes except cast iron or ductile pipe, the allowable leakage should not exceed 1.85 liters/mm of pipe diameter/km/24hrs".

"Must ensure that all newly installed closure pipes shall be tested and pass the leak test by subjecting the joints (of Closure pipes) to a pressure of 50 psi for the period of five minutes and visually checking for leakages".

Leakage Testing for Steel Pipes

Leakage test shall be conducted to at least 150m – 300m length. Welded joint shall not be covered during leak test.

3.0 FLUSHING AND DISINFECTION

- a) Conduct flushing to make sure that the water main is clean before starting disinfection to remove any foreign materials that may interfere with the disinfection activity.
- b) Flushing Should be done through a hydrant or blow-off.
- c) Minimum flushing velocity is 0.8 r/s (2.5 &s) to attain proper flushing action, Take a record and include in the report on how much water must be used to flush different pipe sizes at residual pressure of 28 m (40 psi).
- d) Introduce Chlorine Solution. Determine pipeline capacity to determine amount of chlorine needed.
- e) A chlorine solution of not more than fifty milligrams per liter (50 mg/l) is pumped at the beginning of a valve section of pipeline until full. Determine chlorine solution with the aid of "Chlorine Residual Test Kit."
- f) The preferred application point is usually at one end of the pipe section through a stop inserted on top of the laid pipe.
- g) The high points of pipe section be being disinfected should be properly vented.
- h) At the opposite end of the pipe section, a Blow-off valve should be provided to bleed or drain water during the injection process.

4.0 RETENTION PERIOD OF CHLORINE SOLUTION

- a) The average retention or contact period for 50 mg/liter Chlorine solution is 24 hours.
- b) All pipeline valves and appurtenances should be operated to ensure that they are also disinfected.
- c) During the 24-hour contact period, chlorinated water should not be allowed to flow into the potable water distribution system.
- d) After a contact period of 24 hours, samples should be taken along the entire length of the pipe line and tested for chlorine residual. Residual chlorine shall not be less than 25 mg/L; otherwise, the treatment procedure shall be repeated until satisfactory results are obtained.
- e) Never discharge highly chlorinated water to the surrounding area to avoid possible damage to properties and persons.

5.0 DRAINING AND FINAL FLUSHING

- a) Drain the Chlorine solution through the blow-off valve into a storm-sewer line.
- b) Use clean water to flush the disinfected pipeline.
- c) After flushing, the residual chlorine should be between 0.30 to 1.50 mg/L

6.0 INTERCONNECTION

- a) No interconnection shall be done without the approval of the LEWADI Engineer, an interconnection permit shall be secured first.
- b) Prepare all the necessary materials, fitting, tools, equipment, barricades, warning devices, etc.
- c) Inspect the valves and fittings for conformance to shop drawings and materials.
- d) Contractor must notify LEWADI or the affected consumers in the area for low water supply or possible interruption of water supply.
- e) Isolate the sections of the mainline by closing the nearest isolating valves if applicable
- f) Open a hydrants /blow-off valves or tap to relieve line pressure.
- g) Cut the interconnection portion of the pipe line. It is best to use pipe cutter, to assure uniformity of cut, but a conventional wood saw or hacksaw will suffice for HDPE pipes, for CLCCSP – Steel pipes the appropriate tools and equipment must be used.
- h) Dewater the excavation.
- i) Maneuver the fittings into the proper position after making sure that the pipe ends are properly cut.
- j) Always check the alignment of all valves and fittings involved.

- k) Make sure that the rubber gaskets are not damaged for steel pipes alignment is important, clean and free from dust and other foreign materials.
- I) Nut tightening should follow a definite sequence. One "round and round" and the other is "crisscross". Either should be satisfactory.
- m) Inspect pipe flange for warping. If bolts are tightened against a warped flange, there is a danger of cracking the cast iron valve flange.
- n) After all valves and flanges are joined and interconnected, subject it for a low pressure to check for leakage. Increase the pressure gradually.
- o) If there are leaks at any joints, cut the supply of water and repair it immediately.
- p) Provide concrete trust blocks and anchors to prevent movement of fittings.
- q) Let the concrete mixture dry and prepare the area for backfilling.

VII. ELECTROMECHANICAL

- A. GENERAL
 - 1) The Supplier shall furnish, deliver, install, test and commission at site all the 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 materials, design and/or workmanship. Importation papers of ex-stock equipment shall be submitted. No equipment or material shall be delivered for installation on site prior to the return of acceptable shop drawings submitted by the Contractor.
 - 3) 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.
 - 4) 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.
 - 5) The Contractor shall be responsible for the operation of the system upon completion of the work.
 - 6) All electrical equipment, materials shall be specified unless specifically exempted, in which case, they shall be the best of their respective kind. Samples of materials 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.
 - 7) 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 information of all parties concerned. The approval of such drawings shall not relieve the Contractor in any way from the responsibility of the properly locating and/or coordinating his work with those of other parties involved.

- 8) The minimum efficiencies specified herein are the minimum laboratory efficiencies for a completely staged unit. The Contractor shall furnish copies of certified no witnessed performance test for the imported equipment. In the absence of such certification and for the locally manufactured/assembled equipment, a local laboratory testing shall be conducted on the equipment in the presence of authorized LWUA representatives. In no case the Contractor shall be allowed to deliver and install the unit satisfactory laboratory test is attained. The cost of making the test shall be borne entirely by the Con tractor.
- 9) The Contractor shall be responsible for all components and for satisfactory installation and operation of the completely assembled unit, including the motor, motor controller and pump.
- 10) 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.
- 11) All mechanical and electrical equipment shall be tested to the satisfaction of the Engineer before any facility is put into operation. Test 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 Contractor 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.

System test - Each panel board 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.

Performance Test and Equipment Setting - It shall be 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 to the operating requirements of the installations. The Contractor shall turn-over the entire electrical installation in a satisfactory working condition.

12) 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 tests shall be a ground for rejection. Expenses to be incurred, including the travel expenses of LWUA Engineers during the second and the last official field test shall be charge to the Contractor. The test run shall be made within thirty (30) calendar 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 the 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 working in order, the Engineer shall direct the Contractor to make the necessary repair adjustments.

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

Clear and concise instruction for the operation, adjustment and lubrication and other maintenance of the equipment.

List of spare parts, as provided by the Contractor on the date of the completion of the work and to be restored by the Water District. Part list of the equipment with catalogue numbers and other data necessary for ordering replacement parts in the future.

All equipment furnished under these Specifications shall comply with all applicable mandatory safety codes.

- 14) 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.
- 15) 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.

B. MECHANICAL EQUIPMENT

1. SCOPE OF WORK

The Contractor shall furnish, deliver, install, test and commission for Lebak Water District Pumping Station 4 in accordance with these Specifications and Drawings submersible pump and motor set, complete with motor controls, submersible cable, column pipes, discharge elbow, discharge piping to include flow meter, valves and fittings and other accessories and appurtenances as specified herein and shown on the drawings.

2. SUBMERSIBLE PUMP

a) OPERATING REQUIREMENTS - The pumps shall meet the following operating requirements:

DESCRIPTION:	
Number of units	1 unit
Minimum capacity at design head, gpm (lps)	7 liters/ second
Design head, TDH, m (ft)	97m TDH
Nominal size of column pipe, mm (in)	4"
Maximum Motor Horsepower, Kw	15HP
(Hp)	

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).

b) PUMP ELEMENT

- 1. The impellers shall be of the enclose type, constructed of bronze or stainless steel, accurately fitted, smoothly finished, and dynamically balanced at normal speed. They shall have removable wearing rings and lateral seal rings mounted on their companion cases. The bowl cases shall be constructed of closed-grained cast iron or stainless steel. Cast iron bowls shall be provided with non-toxic epoxy or glass enamel lining. Pump bearings shall be at least 2-1/2 times the diameter of the shaft. The pump shaft shall be of type 416 stainless steel.
- 2. Column Pipe The column pipe for the deep well pump shall be seamless black iron not lighter than schedule 60, furnished in 3 meters (10 feet) maximum length, and shall be connected with threaded couplings. The inlet area shall be equal to at least five (5) times the impeller inlet area. Non-leak check valves shall be provided and installed at the top portion of the bowl assembly and at the midpoint of the column pipe assembly.
- 3. The pump shall have nameplate showing the serial number of the equipment and the name of the manufacturer. The nameplate shall show the capacity in liters per second, TDH in meters and rated speed in revolutions per minute. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the plate. The nameplate of the distributing agent shall not be acceptable. The nameplate shall be securely fastened to the equipment in a location affording easy viewing.

c) MOTOR

The motor shall be of squirrel cage, induction type, rated at 15 HP, 480 volts, three phase, 3500 rpm, 60 hertz AC. The motor shall be designed for continuous duty operation and shall have a minimum service factor of 1.15. The motor shall be water filled and shall incorporate a mechanical seal to restrict foreign matter from entering the motor. The thrust bearings shall be of ample capacity to carry the weight of all rotating parts plus the hydraulic thrust and shall be an integral part of the driver. The motor shall be equipped with

expansion diaphragm to compensate for filling water expansion/contraction due to temperature changes. It shall be fitted with non-corrosive nameplate on which all NEMA standard motor data shall be stamped or engraved in English/Metric. A duplicate of the plates shall be attached to the discharge elbow to afford ready identification of the installed submersible motors.

C. ELECTRICAL EQUIPMENT

1) 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, motor controller (soft start/soft stop) and its auxiliary control devices, grounding system, control transformers, level relay, electrodes and feeder, and other appurtenances as specified herein and shown on the drawings.

2) WIRE AND CABLES

- a. 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.
- b. Cable for submersible pump operation shall be oil and water-resistant. The cable shall have a minimum of two insulation jackets. The inner jacket shall be of rubber or elasticized rubber material while the outer jacket shall be neoprene PE or PB material. The outer jacket shall bear the manufacture'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 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.

- c. For lighting and power system, no wire smaller than 3.5mm2 diameter shall be used. Building wire size 8.0 mm2 diameters and larger shall be stranded. Wires for the control system shall be 0.75mm2 (18 AWG) minimum, thermoplastic, insulated unless otherwise specified.
- d. Conductor shall not be pulled into the raceway until:
 - raceway system has been inspected.
 - plastering and concrete have been completed in the case of concealed work; and
 - raceway has been freed of moisture and debris.
 - Conductors shall be hand-pulled using pulling lubricant where necessary.

3) RACEWAY

- a. Conduits for interior system shall be rigid steel or made of uPVC material. Joints of steel conduits cast in concrete shall be made up with a conductive water-proof compounds.
- b. No conduit smaller than 15 mm electrical trade size, nor having more than three 900 bends in any one run shall be used in any system. Bends and offset shall be smooth and symmetrical and shall be accomplished using tools designed for the purpose intended.

- c. The ends of all conduits shall be tightly plugged to exclude plaster, dust and moisture while installation is in progress.
- d. 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 works shall be run at right angles to 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, conduits fittings shall be furnished and installed.
- e. Junction boxes and pulled boxes of code gauge steel shall be provided as indicated in the Drawings with suitable fittings to facilitate cable pulling.
- f. Flexible liquid-tight conduit shall be used for connection of equipment such as motor, transformers, flow and pressure switches and other pilot devices. Erickson couplings shall be used at interconnection with rigid conduits,
- g. All conduits installed underground shall be provided with at least 75mm thick concrete envelope.

4) GROUNDING

- a. 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 immediate metallic enclosures. Unless otherwise specified, grounding cables shall be enclosed in conduits and connection shall be made readily accessible for inspection. For pumping station/pump houses, plastic conduits shall not be allowed.
- b. 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 copper weld or copper-coated steel

5) SPLICES AND TERMINATIONS

- a. Control conductors shall be spliced or terminated only at the locations indicated on the Drawings and 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.
- b. Branch circuit conductors may be spliced in suitable fittings at locations determined by the Contractor. Conductors shall be spliced or terminated only at equipment shown on the Drawings. Wire in panels, cabinets and gutters shall be neatly grouped using nylon straps and spread out to terminals.
- c. Control conductors shall be terminated under terminal screws with pre-insulated fork tongue lugs or approved equal.
- d. 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.
- e. Splices to motor leads in the motor terminal boxes shall be taped with varnished cambric tape overlapped with a high temperature vinyl tape or approved equal.

6) WIRE AND CABLE IDENTIFICATION

- a. Completed electrical installation shall be provided with adequate identification to facilitate the proper control of circuits and equipment and to reduce maintenance
- b. Control devices within enclosures shall be identified in accordance with the drawings, identification shall be embossed plastic tape
- c. General purpose control conductors shall be red. Wire markers shall be plastic impregnated cloth or approved equal.
- d. 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 Contractor shall assign numbers. Identification shall be attached within 75mm of the conductor termination. The 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.
- e. Terminal strip shall be identified by impregnated varnished marker strip, attached under the terminal strip.

7) CIRCUIT BREAKERS

Circuit breakers shall be molded case type, manually-operated, shall have trip-free operating mechanism of the quick-make, quick-brake type, and 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 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.

8) MOTOR CONTROL EQUIPMENT

- a. GENERAL The Variable Frequency Drive/ Variable Speed Controller shall be adequately sized for a 15 Hp, 480 volts, 3-phase, 60 hertz submersible motor. It shall be complete with the following components/features neatly wired in appropriate NEMA enclosure:
 - Overload
 - Over/Under Voltage Protection
 - By-pass Contractor
 - Phase Failure/Phase Reversal Protection
 - Control Circuit Breaker

- Ground Fault Relay
- Ammeter
- Voltmeter
- Transfer Switches
- Liquid Level Controls and Relays
- Hour Operation Counter Time Clock
- Indicator Lights (for pump run, pump tripped, low water level, ground fault, power on)
- Stop/Start Push Buttons

b. COMPONENTS

i. CIRCUIT BREAKERS

Circuit breakers in combination with motor starter shall be of the industrial, molded case type, manually-operated, shall have trip-free operating mechanism of the quick-make, quick-brake type, and 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 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.

ii. OVERLOAD RELAY

Overload relay shall conform to IEC 292, IEC 947, and 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.

iii. OVERLOAD PROTECTION FOR SUBMERSIBLE PUMP

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

iv. CIRCUIT DIAGRAM

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

v. 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 225, VDE 0660, or better. Ambient temperature for operation shall be from -40 to +60 degrees Centigrade. Control voltage range shall be from 12 to 600 V. 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 short duration. 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 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 contact and ready for a new timing cycle. Timer reset shall be specified.
- Relay contact 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 case of inductive applications, make and break currents shall also be considered for the kind of load connected. Contact materials shall be silver, good for a mechanical lifetime of 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 relay shall be used to actuate reservoir and deep well water levels to control pump operation at 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 to be controlled.

vi. CONTROL TRANSFORMER

Control transformers shall be of suitable capacity as required by control components, rated 60 Hz, dry-type, two-winding and mounted inside the control panel as shown on the Drawings. Control transformers 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 800oC rise over an ambient of

400oC and a hot temperature of 1500oC with a BIL of 10 kV. Control transformer wiring and termination shall be accessible. The unit shall be manufactured in accordance with U.S. NEMA or IEC Standards.

vii. PANEL METERS

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

viii. HANDLE-OPERATING MECHANISM

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.

ix. TERMINA BLOCKS

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

x. 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 65mm each side. Counter shall be non-resetting type.

xi. SELECTOR SWITCH

Three-position 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.

xii. PUSH-BUTTON UNITS

Push-button units shall be standard-duty type, with silver momentary contacttype provided with springs to insure return to their original position. Ratings of push-button 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. Push-button units shall be concave shape with a minimum diameter of 20mm. Text printed in front of push-button shall indicated its function.

xiii. 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.

xiv. NAMEPLATES

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

9) AUXILIARY PROTECTIVE DEVICES

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

a) PRESSURE SWITCH

The Contractor 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 Mercoid type DA for indoor/outdoor installation or approved

VIII. GENERATOR SET WITH AUTOMATIC TRANSFER SWITCH

- A. SPECIFICATIONS
 - I. ELECTRICAL (ALTERNATOR)
 - Prime Power: 40KVA
 - Over speed: 2250rpm
 - ISO Standard: 8528/1
 - Frequency: 60Hz.
 - Overload Power: 10% ISO 3046/1
 - Power Factor: 0.8
 - Phase: 3
 - No. of Pole: 4
 - Main Circuit Breaker: 300Amps.
 - Full Load Efficiency: 92%
 - Protection: IP 23
 - Insulation Class: H
 - Voltage Output: 460Vac (Genset output Voltage)

- Voltage Regulation: -/+ 5% (0 to 100% Load) Automatic
- RPM: 1800
- II. ENGINE
 - RPM: 1800
 - Fuel: Diesel
 - Coolant: Radiator & Fan
 - Cylinder:
 - Cycle: 4
 - Charging/Starting: 2-12V DC Battery
 - Filters: Spare: Oil, Fuel, Air Filters (One each type)
 - Sound Reduction: Muffler & Attenuated Sound Enclosure
- III. CONTROL/MONITOR
 - Control panel is separated with anti-vibration pad
 - Emergency Stop Button
 - ON/OFF Keyed Switch
 - Genset Start/Stop Button
 - Safety Fuse
 - LED or Pilot Lights Indicators
 - LCD Display; Current, RPM, Frequency, Voltage output, Battery Voltage, Temperature, Oil Pressure, Power Factor, Running Hour meter, - KW, KWhr
 - Alarms & Protections; Over speed, Single phase, Water Temperature, Battery Voltage, Overload, Short Circuited, under speed, Failed to start,
 Oil Temperature, Low oil pressure, Low battery voltage, Over/Under Voltage Output, Over/Under Frequency,

IV. FUEL TANK

Construction: Built-in with Gauge or Level Metering (Lits.) Capacity: Can operate the Genset for 12hrs. at full load. Must be full tank during testing by the supplier.

V. SOUND ATTENUETING WEATHERPROOF ENCLOSURE

Fully integrated, metal construction for ALL WEATHER USE, materials used is tested to 63 withstand all corrosive environment conditions, provisions of glass window for viewing the control panel, emergency stop button on canopy exterior, fuel filling spout with lock (keyed), provisions for lifting, sound level = 75dB (A) ISO 8528.

B. CONDITIONS

- All required manpower, tools, equipments and materials shall be provided by the supplier during delivery, installation and commissioning,
- Supplier must submit certificate from the Manufacturer stating that the genset is a brand new confirming its model and serial numbers
- Supplier shall provide all parts' list, operation & maintenance manuals
- 12 months warranty on all supplied items and workmanships shall be reckoned from the date of final inspection of LEWADI & COA representatives
- Semi-annual preventive maintenance shall be conducted by the supplier during the warranty period

- An enhanced technical seminar/orientation on operation & maintenance shall be conducted by the supplier on the selected personnel/operators of LEWADI
- Service after sales

VIII. GENERAL CONDITIONS

What is not shown on the Plan but mentioned in this Specification and vice versa shall be considered as shown and specified. Indirect Cost shall cover all necessary labor, materials and equipment not considered or specified in the quotation form but is needed to complete the project as indicated in the plan and specifications.

IX. AS BUILT DRAWINGS

Before the acceptance of the work, Contractor shall furnish at his own expense and submit to Lebak Water District Engineer as built drawings indicating in all details the actual construction or as built conditions of the work in this contract. As built plans shall be, Two (2) sets and the electronic -copy in CAD file.

SECTION VII. DRAWINGS

Item No.	Drawing Title	Sheet No.
1	ELECTRICAL PLANS	EP01
2	MECHANICAL PLANS	MP01
3	TOP VIEW AND RARE VIEW OF MECHANICAL PLANS	01/01

SECTION VIII. BILL OF QUANTITIES

BILL OF QUANTITIES

	WORK ITEM	QUANTITY / UNIT	UNIT PRICE (PhP) IN-PLACE COST	TOTAL PRICE (PhP)
I.	GENERAL REQUIREMENTS			
1.0	Temporary Facility	1 Ls		
1.1	Project Billboard / Signboard	1 unit		
1.2	Construction Safety and Health	1 Ls		
1.3	Mobilization / Demobilization	1 Ls		
П.	ELECTRO-MECHANICAL FACILITIES	•		
2.0	Installation of 15HP, 220VAC, High thrust Motor, 3-phase, Sand Fighter, Submersible Motor coupled to Submersible Pump (w/ VFD Motor Converter and Powder Coated Control) capable of 7LPS discharge @ 97m TDH, complete with Seamless Black Iron (Sched 60), threaded with Pump Sleeve, Motor Control, Submersible Cable and Electrical Works	1 set		
III.	100mm Ø DISCHARGE PIPING ASSEMBLY			
3.0	Discharge Pipe, B.I	1 pc		
3.1	Sleeve Type Coupling w/ Harness Set	2 pcs		
3.2	Flowmeter, F/F, Calibrated w/ Test result	1 pc		
3.3	Air Relief Piping Assembly, 25mm	1 pc		
	*Half Coupling			
	*Nipple, G.I, 0.15 length			
	*Elbow, G.I, 90º			
3.4	Check Valve, F/F	1 pc		
3.5	Pressure Gauge, 75mm Face dial, 0-100psi	1 pc		
	*Half Coupling, 13mm			
	*Bushing Reducer, 13mm x 6mm			
3.6	Tee, F/F	1 pc		
3.7	Gate Valve, F/F	2 pcs		
3.8	45° Bend, Plain End	1 pc		
3.9	Hose Bibb, 13mm	1 pc		
	*Half Coupling			
	*Nipple, G.I, 0.15 length			
	*Elbow, G.I, 90º			
	*Hose Bibb			
3.10	90º Elbow, B.I	1 pc		
3.11	Ring Flange w/ BNG	1 pc		
3.12	Increaser	1 pc		

3.13	Testing and Commissioning	1 ls		
IV.	ADDITIONAL PIPING AND FITTINGS FOR I	DISCHARGE I	LINE ASSEMBLY	·
4.0	100mm øGI Pipe, Sched 40	34 lm		
4.1	45º Elbow, 100mmø GI Pipe, Sched 40	6 pcs		
4.2	90º Elbow, 100mmø GI Pipe, Sched 40	1 pc		
4.3	Tee 200mm Ø GI Pipe, Sched 40	1 pc		
4.4	Tee Reducer 200mmø x 100mm ø GI Pipe, Sched 40	1 pc		
4.5	Reducer 150mm x 100mm Ø GI Pipe, Sched 40	1 pc		
4.6	100mmø Flange GI Pipe, Sched 40	4 pcs		
4.7	100mmø Butterfly Valve	1 pc		
4.8	100mmø Sleeve Type Coupling w/ Harness	1 set		
4.9	Check Valve, Spring Type	2 pcs		
4.10	Dosing Pump with Chemical Mixing Tub, 200L	1 set		
٧.	DISINFECTION FACILITY			
5.0	Hypochlorinator, Solenoid Type Dosing and Metering Pumps, Flow Rate: 0.4 – 110 L/hr, 220 V, 60 Hz, Protection: IP65	1 set		
VI.	GENERATOR SET			
6.1	40KVA Generator Set, 3-phase	1 set		
6.2	Testing and Commissioning	1 ls		
ΤΟΤΑΙ	TOTAL AMOUNT:			
In word	ds:			
().				
Signat	ure of Bidder:	Date:		
Ű				

SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
 - <u>or</u>
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;

and

- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
 and
- (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

(f)	Statement of the prospective bidder of all its ongoing government and
	private contracts, including contracts awarded but not yet started, if
	any, whether similar or not similar in nature and complexity to the
	contract to be bid; and
(g)	similar to the contract to be bid, except under conditions provided under
	the rules; and
(h)	Philippine Contractors Accreditation Board (PCAB) License;
	or
	Special PCAB License in case of Joint Ventures;
	and registration for the type and cost of the contract to be bid; and
(i)	Original copy of Bid Security. If in the form of a Surety Bond, submit
	also a certification issued by the Insurance Commission;
	<u>or</u>
	Original copy of Notarized Bid Securing Declaration; and
(j)	Project Requirements, which shall include the following:
	 Organizational chart for the contract to be bid;
	b. List of contractor's key personnel (<i>e.g.</i> , Project Manager, Project
	Engineers, Materials Engineers, and Foremen), to be assigned
	to the contract to be bid, with their complete qualification and
	experience data;
	c. List of contractor's major equipment units, which are owned,
	leased, and/or under purchase agreements, supported by proof
	of ownership or certification of availability of equipment from the
	equipment lessor/vendor for the duration of the project, as the
	case may be; and
- (1)	

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

Financial Documents

- (I) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

 If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (p) Original of duly signed Bid Prices in the Bill of Quantities; and
- (q) Duly accomplished Detailed Estimates Form, including a summary shee indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; <u>and</u>

SECTION X. BIDDING FORMS

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To: [Name and address of Procuring Entity]

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract];*
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

1. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name:	
Legal Capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between Lebak Water District, LEWADI Office, Victory Commercial Building, Purok Mahogany, Aurelio F. Freires Sr., Lebak, Sultan Kudarat, Philippines (hereinafter called the"Entity") and [name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called "the Works") and the Entity has accepted the Bid for [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:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) 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;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder's conform thereto;
 - (1) Other contract documents that may be required by existing laws and/or the Entity.
- 3. 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.
- 4. 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]

BID SECURING DECLARATION FORM

REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE] [Insert Signatory's Legal Capacity] Affiant **SUBSCRIBED AND SWORN** to before me this ____ day of [month] [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by 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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OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES) CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes: a. Carefully examining all of the Bidding Documents; b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract; c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project].*

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

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 [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by 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 PUE	BLIC
Serial No. of Commission	
Notary Public for	until
Roll of Attorneys No.	
PTR No[date issue	ed], [place issued]
IBP No[date issue	d], [place issued]

Doc. No.	
Page No.	
Book No.	
Series of	

