

REPUBLIC OF THE PHILIPPINES
METRO KIDAPAWAN WATER DISTRICT
Lanao, Kidapawan City

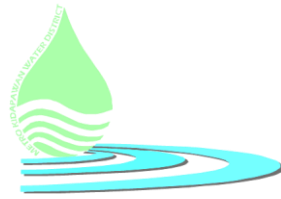
BIDDING DOCUMENTS

PROCUREMENT OF CIVIL WORKS FOR CONSTRUCTION OF LAPAAN DAM 3

March 2021



METRO KIDAPAWAN WATER DISTRICT



REPUBLIC OF THE PHILIPPINES
METRO KIDAPAWAN WATER DISTRICT
Lanao, Kidapawan City

BIDDING DOCUMENTS

PROCUREMENT OF
CIVIL WORKS FOR CONSTRUCTION
OF LAPAAN DAM 3

Issued in: March 2021

Employer: Metro Kidapawan Water District (MKWD)

Country: Philippines

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	1-1
SECTION II. INSTRUCTIONS TO BIDDERS	2-1
SECTION III. BID DATA SHEET	3-1
SECTION IV. GENERAL CONDITIONS OF CONTRACT	4-1
SECTION V. SPECIAL CONDITIONS OF CONTRACT	5-1
SECTION VI. TECHNICAL SPECIFICATIONS	6-1
SECTION VII. DRAWINGS	7-1
SECTION VIII. BILL OF QUANTITIES	8-1
SECTION IX. BID FORMS	9-1
ANNEXES	

Section I. Invitation to Bid



Republic of the Philippines
METRO KIDAPAWAN WATER DISTRICT

Lanao, Kidapawan City

Tel nos. (064)577-1533, 577-1865, Fax no. (064) 572-5555

E-mail Address: metrokidapawan_wd@yahoo.com

Website: www.metrokidapawanwd.gov.ph

"Committed to Service, Development and Self-Reliance"



ISO 9001:2015 Certified
Cert. No. 66478

INVITATION TO BID FOR THE PROCUREMENT OF CIVIL WORKS FOR CONSTRUCTION OF LAPAAN DAM 3

1. The METRO KIDAPAWAN WATER DISTRICT (MKWD) has received a Grant from the National Disaster Risk Reduction Management Council (NDRRMC) under the FY 2020 NDRRMC Fund: Comprehensive Aid to Repair Earthquake Damage (CARED) to support the construction of earthquake resilient dam structure (Dam 3) and rerouting of pipelines of Metro Kidapawan Water District per Office of the President approval dated October 29, 2020.
2. The Metro Kidapawan Water District now invites bids for the:

LOT	ABC
Civil Works of Construction of Lapaan Dam 3	Php 20,886,065.58
TOTAL ABC	Php 20, 886, 065.58

Completion of the Works is required within **three hundred sixty (360) calendar days** upon issuance of the Notice to Proceed. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Sub-section 5, Section II.

3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act", with some amendments, as stated in these Bidding Documents and is open to all Bidders from eligible source. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The approved budget for the contract (ABC) is **Php 20, 886, 065. 58**.
4. Interested bidders may obtain further information from Metro Kidapawan Water District and inspect the Bidding Documents at the address given below during office hours, 8:00 a.m. – 5:00 p.m. except on weekends and non-working holidays.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **10 March 2021** but before **2:00 p.m. of 30 March 2021** from the address below and upon payment of the applicable fee for the Bidding Documents in the amount of **Php25,000.00**.

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

6. The MKWD will hold a Pre-Bid Conference on **18 March 2021, 2:00 p.m.** at the MKWD Mess Hall at the address below, which shall be open to prospective bidders. Pre-bid conference may be conducted in person or face-to-face through videoconferencing, webcasting, or similar technology, or a combination thereof.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **30 March 2021, 2:00 p.m.** All Bids must be accompanied by a Bid Security in any acceptable forms and in the amount stated in ITB Clause 18.1 of Section III. Bid Data Sheet.

Bid opening shall be on **30 March 2021, 2:01 p.m.** at the MKWD Mess Hall. Bids will be opened in the presence of the Bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The MKWD reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, in accordance with MKWD's Procurement Policy and Regulations, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

SGD. CANUTO A. CODILLA, JR., CE
Bids and Awards Committee Secretariat
Metro Kidapawan Water District
Lanao, Kidapawan City
Telephone No.: (064) 577-3229
Email: metrokidapawan_wd@yahoo.com
Website address: www.metrokidapawanwd.gov.ph

SGD. RAMIL A. CONDEZ, CE, RMP, MBA
BAC Chairperson

Section II. Instructions to Bidders

TABLE OF CONTENTS

A. GENERAL.....	2-4
1. Scope of Bid	2-4
2. Source of Funds	2-4
3. Corrupt, Fraudulent, Collusive, and Coercive Practices.....	2-4
4. Conflict of Interest	2-5
5. Eligible Bidders	2-7
6. Bidder’s Responsibilities.....	2-8
7. Origin of Goods	2-11
8. Subcontracts.....	2-11
B. CONTENTS OF BIDDING DOCUMENTS.....	2-11
9. Pre-Bid Conference.....	2-11
10. Clarification and Amendment of Bidding Documents.....	2-12
C. PREPARATION OF BIDS	2-12
11. Language of Bid.....	2-12
12. Documents Comprising the Bid: Eligibility and Technical Components	2-13
13. Documents Comprising the Bid: Financial Component	2-14
14. Alternative Bids	2-15
15. Bid Prices.....	2-16
16. Bid Currencies	2-17
17. Bid Validity	2-18
18. Bid Security	2-18
19. Format and Signing of Bids.....	2-20
20. Sealing and Marking of Bids	2-21
D. SUBMISSION AND OPENING OF BIDS	2-22
21. Deadline for Submission of Bids	2-22
22. Late Bids.....	2-22
23. Modification and Withdrawal of Bids.....	2-22
24. Opening and Preliminary Examination of Bids.....	2-23
E. EVALUATION AND COMPARISON OF BIDS	2-24
25. Process to be Confidential.....	2-24
26. Clarification of Bids.....	2-25
27. Domestic Preference	2-25

28. Detailed Evaluation and Comparison of Bids 2-25

29. Post-Qualification 2-27

30. Reservation Clause..... 2-28

F. AWARD OF CONTRACT 2-29

31. Contract Award..... 2-29

32. Signing of the Contract 2-30

33. Performance Security 2-30

34. Notice to Proceed..... 2-32

35. Protest Mechanism..... 2-37

A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 28.

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Procuring Entity:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means 4 avour 4or on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause **Error! Reference source not found.**

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be

considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

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

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

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

5. Eligible Bidders

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

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent(60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist, as specified in the **BDS**:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
- (c) When the Goods sought to be procured are not available from local suppliers; or
- (d) When there is a need to prevent situations that defeat competition or restrain trade.

5.3. Government owned or –controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**, and completed within the relevant period stated in the Invitation to Bid and **ITB** Clause 12.1(a)(ii).

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

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

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

If the prospective bidder opts to submit a committed Line of Credit, it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending

clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 27.1.

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Goods to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Goods will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later

than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

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

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.
- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.
- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office

having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4, within the relevant period as provided in the **BDS**.

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts – amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC – amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;

- (ii.8) date of delivery; and
- (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.
- (b) Technical Documents –
- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
 - (ii) Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.
 - (iv) For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 15.1 and 15.4;
 - (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 27, unless otherwise provided in the **BDS**; and
 - (c) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2.
- (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
 - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
 - (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

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

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

15. Bid Prices

- 15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 15.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Procuring Entity's country:
 - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
 - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
 - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - (iv) The price of other (incidental) services, if any, listed in the **BDS**.
 - (b) For Goods offered from abroad:

- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - (ii) The price of other (incidental) services, if any, listed in the **BDS**.
 - (c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations
- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 24.

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

16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:
- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
 - (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

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

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by LGUs, Bank Draft/Guarantee, or</i>	

<i>Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to **ITB** Clause 32, and the posting of the performance security pursuant to **ITB** Clause 33, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 28.3(b);

- (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his 20avour;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 32; or
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 33.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII. Bidding Forms on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the

financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Form, including the Schedule of Prices, under Section VIII hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12 in one sealed envelope marked “ORIGINAL – TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 1.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and

- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with **ITB** Clause 20, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the duly authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the

deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor’s/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8 The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the

issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.

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

26. Clarification of Bids

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

27. Domestic Preference

- 27.1. Unless otherwise stated in the **BDS**, the Procuring Entity will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then the Procuring Entity shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.
- (d) If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, the Procuring Entity shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 27.2. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

28. Detailed Evaluation and Comparison of Bids

- 28.1. The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 28.2. The Lowest Calculated Bid shall be determined in two steps:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 28.3. 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 following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 28.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 28.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.
- 28.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

- 28.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 28.3.

29. Post-Qualification

- 29.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 29.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 29.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 29.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 29.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 29.6. Within a period not exceeding fifteen(15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the

contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

- 29.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

30. Reservation Clause

- 30.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 30.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
 - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;

- (ii) If the project is no longer necessary as determined by the HoPE; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 30.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
 - (a) No bids are received;
 - (b) All prospective Bidders are declared ineligible;
 - (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
 - (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

31. Contract Award

- 31.1. Subject to **ITB** Clause 29, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 31.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 31.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) Valid JVA, if applicable; or
 - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
 - (b) Posting of the performance security in accordance with **ITB** Clause 33;

- (c) Signing of the contract as provided in **ITB** Clause 32; and
- (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31.4. At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in Section VI. Schedule of Requirements.

32. Signing of the Contract

- 32.1. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 32.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 32.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 32.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

- 33.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 33.2. The Performance Security shall be denominated in Philippine Pesos and posted in favour of the Procuring Entity in an amount not less than the

percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	<p>Five percent (5%)</p>
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

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

34. Notice to Proceed

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

35. Protest Mechanism

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is: Metro Kidapawan Water District
2	<p>The Funding Source is the National Disaster Risk Reduction and Management Council through the office of the Civil Defense and Local Water Utilities Administration.</p> <p>The name of the Project is: Procurement of Civil Works for Construction of Lapaan Dam 3.</p> <p>Payments by the District will be made only upon full delivery or as per accomplishment request of the Supplier/Contractors.</p>
3.1	<p>MKWD’s Anticorruption Policy requires Bidders, Suppliers, and Contractors under MKWD-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, MKWD</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an MKWD investigation; (b) making false statements to investigators in order to materially impede an MKWD investigation; (c) failing to comply with requests to provide information, documents or records in connection with an</p>

	<p>Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding MKWD’s contractual rights of audit or access to information; and</p> <p>(vi) “integrity violation” is any act which violates MKWD’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of MKWD sanctions, retaliation against whistleblowers or witnesses, and other violations of MKWD’s Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>© will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of MKWD-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to MKWD to remedy the situation;</p> <p>(d) will impose remedial actions on a firm or an individual, at any time, in accordance with MKWD’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in MKWD-financed, administered, or supported activities or to benefit from an MKWD-financed, administered, or supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p> <p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by MKWD, requiring Bidders, suppliers and contractors to permit MKWD or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by MKWD.</p>
<p>5.1</p>	<p>Eligible Bidders are as described in MKWD Procurement Guidelines in accordance to the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.</p> <p>An Eligible Bidder shall be deemed to have the nationality of a country if it</p>

	is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.
5.2	Eligible Bidders are as described in MKWD Procurement Guidelines in accordance to the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.
5.4	The Bidder must have completed, within the period specified in the Invitation to Bid and ITB Clause 12.1(a)(ii), a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. For this purpose, similar contracts shall refer to supply, delivery, installation, commissioning of water supply equipment, instrumentations, etc.
8.1	Subcontracting is allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on 18 March 2021 at 2:00p.m. at the: Metro Kidapawan Water District Barangay Lanao, Kidapawan City Cotabato Pre-bid conference may be conducted in person or face-to-face through videoconferencing, webcasting, or similar technology, or a combination thereof.
10.1	The Procuring Entity's address is: Metro Kidapawan Water District Barangay Lanao, Kidapawan City Cotabato Contact person: Ramil A. Condez, CE, RMP, MBA Department Manager A – ECD BAC Chairperson Telephone No. : (064) 577-1533, 577-1865 Email Address: metrokidapawan_wd@yahoo.com
12.1	The first envelope shall contain the following eligibility and technical documents: a. Eligibility Requirements i. Registration Certification of the Company (SEC or DTI) OR PhilGEPS Certificate of Platinum Membership (with updated eligibility documents, if necessary);

	<ul style="list-style-type: none"> ii. Audited financial statement for the past two years; iii. List and copy of relevant contracts that comply to the experience requirement as specified in ITB Clause 5.4; iv. Committed Line of Credit from a universal or commercial bank, in accordance with ITB Clause 5.5 v. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract; <p>b. Technical Documents</p> <ul style="list-style-type: none"> vi. Bid Security as required in ITB 18.1 of Section III. Bid Data Sheet; vii. Conformity with the technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; viii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms. <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>																		
12.1(a)(ii)	The bidder’s SLCC similar to the contract to be bid should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.																		
12.1(a)(iii)	<p>PCAB Principal Classification</p> <p>Category A- Small B (General Engineering –Dam, Reservoir or Tunneling)</p>																		
12.1(b)(ii.2)	<p>A minimum relevant work experience is required for key personnel to be engaged/provided by the contractor:</p> <table border="1" data-bbox="408 1290 1385 1503"> <thead> <tr> <th>Key Personnel</th> <th>General Experience</th> <th>Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>10</td> <td>5</td> </tr> <tr> <td>Project Engineers – 3</td> <td>5</td> <td>5</td> </tr> <tr> <td>Materials Engineer</td> <td>5</td> <td>5</td> </tr> <tr> <td>Safety Practitioner</td> <td>5</td> <td>5</td> </tr> <tr> <td>Foremen – 4</td> <td>5</td> <td>5</td> </tr> </tbody> </table>	Key Personnel	General Experience	Relevant Experience	Project Manager	10	5	Project Engineers – 3	5	5	Materials Engineer	5	5	Safety Practitioner	5	5	Foremen – 4	5	5
Key Personnel	General Experience	Relevant Experience																	
Project Manager	10	5																	
Project Engineers – 3	5	5																	
Materials Engineer	5	5																	
Safety Practitioner	5	5																	
Foremen – 4	5	5																	

12.1(b)(iii.3)	<p>The minimum major equipment requirements are the following:</p> <table border="1" data-bbox="408 230 1372 745"> <thead> <tr> <th data-bbox="408 230 735 264">Key Equipment</th> <th data-bbox="743 230 1054 264">Capacity</th> <th data-bbox="1062 230 1372 264">No. of Units</th> </tr> </thead> <tbody> <tr> <td data-bbox="408 264 735 297">Mini-Dump Truck</td> <td data-bbox="743 264 1054 297">3 cum</td> <td data-bbox="1062 264 1372 297">1</td> </tr> <tr> <td data-bbox="408 297 735 331">Concrete Mixer</td> <td data-bbox="743 297 1054 331">1-bagger</td> <td data-bbox="1062 297 1372 331">2</td> </tr> <tr> <td data-bbox="408 331 735 365">Truck (elf or equal)</td> <td data-bbox="743 331 1054 365">5 tons</td> <td data-bbox="1062 331 1372 365">1</td> </tr> <tr> <td data-bbox="408 365 735 398">Surveying Instrument</td> <td data-bbox="743 365 1054 398"></td> <td data-bbox="1062 365 1372 398">1</td> </tr> <tr> <td data-bbox="408 398 735 432">Concrete Saw/Cutter</td> <td data-bbox="743 398 1054 432"></td> <td data-bbox="1062 398 1372 432">2</td> </tr> <tr> <td data-bbox="408 432 735 465">Concrete Vibrator</td> <td data-bbox="743 432 1054 465"></td> <td data-bbox="1062 432 1372 465">3</td> </tr> <tr> <td data-bbox="408 465 735 499">Plate Compactor</td> <td data-bbox="743 465 1054 499"></td> <td data-bbox="1062 465 1372 499">2</td> </tr> <tr> <td data-bbox="408 499 735 544">Compressor w/ Jack Hammer</td> <td data-bbox="743 499 1054 544"></td> <td data-bbox="1062 499 1372 544">2</td> </tr> <tr> <td data-bbox="408 544 735 589">Engine Driven Welding Machine</td> <td data-bbox="743 544 1054 589">300A</td> <td data-bbox="1062 544 1372 589">2</td> </tr> <tr> <td data-bbox="408 589 735 622">Cutting Outfit</td> <td data-bbox="743 589 1054 622"></td> <td data-bbox="1062 589 1372 622">2</td> </tr> </tbody> </table>	Key Equipment	Capacity	No. of Units	Mini-Dump Truck	3 cum	1	Concrete Mixer	1-bagger	2	Truck (elf or equal)	5 tons	1	Surveying Instrument		1	Concrete Saw/Cutter		2	Concrete Vibrator		3	Plate Compactor		2	Compressor w/ Jack Hammer		2	Engine Driven Welding Machine	300A	2	Cutting Outfit		2
Key Equipment	Capacity	No. of Units																																
Mini-Dump Truck	3 cum	1																																
Concrete Mixer	1-bagger	2																																
Truck (elf or equal)	5 tons	1																																
Surveying Instrument		1																																
Concrete Saw/Cutter		2																																
Concrete Vibrator		3																																
Plate Compactor		2																																
Compressor w/ Jack Hammer		2																																
Engine Driven Welding Machine	300A	2																																
Cutting Outfit		2																																
13.1	No additional requirements.																																	
13.1(b)	<p>This shall include the following document:</p> <ol style="list-style-type: none"> <li data-bbox="456 999 1380 1104">1) Detailed Estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and <li data-bbox="456 1137 1380 1171">2) Cash flow by quarter or payment schedule. 																																	
13.1©	No additional requirements.																																	
13.2	Bids that exceed the ABC will not be automatically rejected. Detailed price analysis will be carried out.																																	
15.4(a)(iv)	No incidental services are required.																																	
16.1(b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.																																	
16.3	Not applicable.																																	
17.1	Bids will be valid until 30 July 2021 .																																	

18.1	<p>The bid security shall be in the form of any of the following forms and amounts:</p> <table border="1" data-bbox="555 286 1238 479"> <thead> <tr> <th data-bbox="555 286 938 327">Form of Bid Security</th> <th data-bbox="938 286 1238 327">Minimum Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="555 327 938 367">1. Manager’s Check (2%)</td> <td data-bbox="938 327 1238 367">Php417,721.31</td> </tr> <tr> <td data-bbox="555 367 938 439">2. Bank draft or Bank Guarantee (2%)</td> <td data-bbox="938 367 1238 439">Php417,721.31</td> </tr> <tr> <td data-bbox="555 439 938 479">3. Surety Bond (5%)</td> <td data-bbox="938 439 1238 479">Php1,044,303.28</td> </tr> </tbody> </table>	Form of Bid Security	Minimum Amount	1. Manager’s Check (2%)	Php417,721.31	2. Bank draft or Bank Guarantee (2%)	Php417,721.31	3. Surety Bond (5%)	Php1,044,303.28
Form of Bid Security	Minimum Amount								
1. Manager’s Check (2%)	Php417,721.31								
2. Bank draft or Bank Guarantee (2%)	Php417,721.31								
3. Surety Bond (5%)	Php1,044,303.28								
18.2	The bid security shall be valid until 30 August 2021								
20.3	Each Bidder shall submit One (1) original and three (3) copies of the first and second components of its bid.								
21	<p>The address for submission of bids is:</p> <p style="text-align: center;">Bids and Awards Committee Metro Kidapawan Water District Brgy. Lanao, Kidapawan City Cotabato, 9400 Telephone No.: (064) 577-1533 Email Address: metrokidapawan_wd@yahoo.com</p> <p>The deadline for submission of bids is 30 March 2021, 2:00 p.m.</p>								
24.1	<p>The BAC shall open the bids in public on 30 March 2021, 2:01 p.m. at:</p> <p style="text-align: center;">Metro Kidapawan Water District Barangay Lanao, Kidapawan City Cotabato</p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS and the procuring entity’s websites.</p>								
24.2	During Bid opening, if the first envelope lacks any of the documents listed in the BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. Only the unopened second envelope shall be returned to the Bidder.								
24.3	The BAC shall immediately open the financial proposals in the second envelope of the responsive bids. The bid price shall be read and recorded.								
27.4	Bids that exceed the ABC will not be automatically rejected. Detailed price analysis will be carried out. Evaluation shall be done for all the items together and contract awarded to the Bidder offering the lowest calculated and responsive bid.								

28.2	<ol style="list-style-type: none"> 1. Latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) 2. PhilGEPS Platinum Membership Certificate
28.3	<p>The Procuring Entity will take into account the quality of the Health and Safety COVID-19 Plan attached to the Technical Documents as specified in ITB Clause 12.1(b) x. of the BDS.</p> <p>The bidder should demonstrate in the Plan the Health and Safety Measures it will put in place on site in relation to COVID-19 prevention and controls, including but not limited to, PPE requirements, site set up, training, induction and mobilization of new personnel, equipment and plants cleaning and other hazard management measures while undertaking site work activities, site visitors health and safety protocols, as well as the approach to the monitoring and reporting of the Plan. The Plan should be fit purpose for the particular construction works of this contract and be aligned with the Construction Guidelines for Project Implementation During the Period of Public Health Emergency attached as Annex 4 of this Bidding Document.</p>
31.4(f)	<p>List of additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity,</p> <ol style="list-style-type: none"> (1) Construction schedule and S-curve (2) Manpower Schedule (3) Construction Methods (4) Equipment Utilization Schedule (5) Health and Safety COVID-19 Plan (5) Construction Safety and Health Program approved by the Department of Labor and Employment (6) PERT/CPM or other acceptable tools of project scheduling. (7) Materials and Equipment Details (8) Initial Environmental Examination (IEE), Environmental Management Plan (EMP), Land Acquisition and Involuntary Resettlement Plan[/Due Diligence Report for Resettlement] and Gender Action Plan <p>Items 1 to 5 of the foregoing documents are subject to approval of the Procuring Entity or his duly authorized representative.</p>
32.2	<p>Performance Bond</p> <p>If the winning bidder opts to submit a performance security in the form of bank guarantee, it shall be issued by a reputable bank, as per form included in Section IX: Bidding Forms in the amount of ten percent (10%) of the Contract Price in the currency/ies stated in the bid of the successful bidder. In case the institution issuing the security is located outside the Employer’s country, it shall have a correspondent financial institution located in the Employer’s country make it enforceable.</p>

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1. **Error! Bookmark not defined.**
2. **Error! Bookmark not defined.**
3. **Error! Bookmark not defined.**
4. **Error! Bookmark not defined.**
5. **Error! Bookmark not defined.**
6. **Error! Bookmark not defined.**
7. **Error! Bookmark not defined.**
8. **Error! Bookmark not defined.**
9. **Error! Bookmark not defined.**
10. **Error! Bookmark not defined.**
11. **Error! Bookmark not defined.**
12. **Error! Bookmark not defined.**
13. **Error! Bookmark not defined.**
14. **Error! Bookmark not defined.**
15. **Error! Bookmark not defined.**
16. **Error! Bookmark not defined.**
17. **Error! Bookmark not defined.**
18. **Error! Bookmark not defined.**
19. **Error! Bookmark not defined.**
20. **Error! Bookmark not defined.**
21. **Error! Bookmark not defined.**
22. **Error! Bookmark not defined.**
23. **Error! Bookmark not defined.**
24. **Error! Bookmark not defined.**
25. **Error! Bookmark not defined.**
26. **Error! Bookmark not defined.**
27. **Error! Bookmark not defined.**
28. **Error! Bookmark not defined.**
29. **Error! Bookmark not defined.**
30. **Error! Bookmark not defined.**

31. **Error! Bookmark not defined.**
32. **Error! Bookmark not defined.**
33. **Error! Bookmark not defined.**
34. **Error! Bookmark not defined.**
35. **Error! Bookmark not defined.**
36. **Error! Bookmark not defined.**
37. **Error! Bookmark not defined.**
38. **Error! Bookmark not defined.**
39. **Error! Bookmark not defined.**
40. **Error! Bookmark not defined.**⁷
41. **Error! Bookmark not defined.**
42. **Error! Bookmark not defined.**
43. **Error! Bookmark not defined.**
44. **Error! Bookmark not defined.**
45. **Error! Bookmark not defined.**
46. **Error! Bookmark not defined.**
47. **Error! Bookmark not defined.**²
48. **Error! Bookmark not defined.**³
49. **Error! Bookmark not defined.**
50. **Error! Bookmark not defined.**
51. **Error! Bookmark not defined.**

1. Definitions

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

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in **GCC Clause 21**.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with **GCC Clause 49**.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in **GCC Clause 1.28**.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the

responsibility to undertake the repair of any damage to the Works at his own expense.

- 1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.17 The **Intended Completion Date** refers to the date specified in the **SCC** when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.20 **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.21 **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.23 The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the **SCC**, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.25 **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and

actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.

- 1.27 **Specifications** mean the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
 - a) Contract Agreement;
 - b) Bid Data Sheet;
 - c) Instructions to Bidders;
 - d) Addenda to the Bidding Documents;

- e) Special Conditions of Contract;
- f) General Conditions of Contract;
- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

- 5.1. On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 5.2. If possession of a portion is not given by the date stated in the **SCC** Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with **GCC** Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

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

6. The Contractor's Obligations

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.
- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.

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

7. Performance Security

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.
- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
 - (b) The Contractor has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and

that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

- 7.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. Subcontracting

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. Liquidated Damages

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

of liquidated damages by the Contractor by adjusting the next payment certificate.

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor's Risk and Warranty Security

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

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

12.3. Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property (ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.

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

- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- (d) Third Parties – Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users – In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- 12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or	Five Percent (5%)

Commercial bank, if issued by a foreign bank	
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

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

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

13. 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.

14. Procuring Entity's Risk

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

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

- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. Insurance

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

- (a) Contractor's All Risk Insurance;
- (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- (c) Personal injury or death of Contractor's employees; and
- (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.

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

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

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

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

15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed

necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.

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

(a) The issuer of the insurance policy to be replaced has:

- (i) become bankrupt;
- (ii) been placed under receivership or under a management committee;
- (iii) been sued for suspension of payment; or
- (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
- (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

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

- (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
 - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;

- (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
- (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
- (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
- (v) sub-lets any part of this Contract without approval by the Procuring Entity.

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

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

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

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

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

- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and
- (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
 - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.

- 18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

- 19.1. The following provisions shall govern the procedures for the termination of this Contract:
- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - (b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;
 - (iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period,

either by inaction or by default, the HoPE shall issue an order terminating the contract;

- (d) The Procuring Entity may, at any time before receipt of the Contractor's verified position paper described in item © above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

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

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

- (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.
- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor’s Performance Evaluation System (“CPES”) rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
- (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor’s fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

20. Force Majeure, Release from Performance

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

which could have been avoided with the exercise of reasonable diligence by the Contractor.

- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
 - (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
 - (b) the cost of his suspension and demobilization;
 - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.
- 21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however, That, disputes that are within the competence of the Construction Industry*

Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: *Provided, further*, that, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

22. Suspension of Loan, Credit, Grant, or Appropriation

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

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

23. Procuring Entity's Representative's Decisions

- 23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.
- 23.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

24. Approval of Drawings and Temporary Works by the Procuring Entity's Representative

- 24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.
- 24.2. The Contractor shall be responsible for design of Temporary Works.
- 24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

25. Acceleration and Delays Ordered by the Procuring Entity's Representative

- 25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

- 27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 27.2. Variations shall be valued as follows:
- (a) At a lump sum price agreed between the parties;
 - (b) where appropriate, at rates in this Contract;
 - (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which

- (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor’s Right to Claim

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

29. Dayworks

- 29.1. Subject to **GCC** Clause 43 on Variation Order, 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.
- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity’s Representative. Each completed form shall be verified and signed by the Procuring Entity’s Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

- 30.1. The Contractor shall warn the Procuring Entity’s Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity’s Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 30.2. The Contractor shall cooperate with the Procuring Entity’s Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity’s Representative.

31. Program of Work

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity’s Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. 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.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1. Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.
- 32.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

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

- 33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.
- 33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3. The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

- 37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.
- 37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.
- 37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

- 39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the SCC.
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.

- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month..
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty-eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

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

- 41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 41.3. The value of Work executed shall:
- (a) be determined by the Procuring Entity's Representative;
 - (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - (c) include the valuations of approved variations.
- 41.4. The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefore.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

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

43. Variation Orders

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time.

Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.
- (b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.
- (c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.
- (d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

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

45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.
 - (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
 - (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.
- 45.3. In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effectivity of the order suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments

received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under **GCC** Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

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

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

- 51.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.17	<p>The Intended Completion Date is within three hundred sixty (360) calendar days upon the receipt of Notice to Proceed.</p> <p><i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i></p>
1.22	The Procuring Entity is Metro Kidapawan Water District, Barangay Lanao, Kidapawan City, Cotabato
1.23	<p>The Procuring Entity’s Representative is:</p> <p>RAMIL A. CONDEZ, CE, RMP, MBA Department Manager A- ECD BAC Chairperson Metro Kidapawan Water District Barangay Lanao, Kidapawan City, Cotabato</p>
1.24	The Sites are located and are defined in the Section VI. Drawings and Details
1.28	The Start Date shall be the date of receipt of the Notice to Proceed: _____.
1.31	<p>The Works consist of:</p> <p>(A) Civil Works for Construction of Lapaan Dam 3</p>
2.1	<p>Anticorruption Policy requires Borrowers, as well as Bidders, Suppliers, and Contractors under financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy,</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p style="padding-left: 40px;">(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p style="padding-left: 40px;">(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p style="padding-left: 40px;">(iii) “coercive practice” means impairing or harming, or</p>

	<p>threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(v) “abuse” means theft, waste or improper use of assets related to MKWD-related activity, either committed intentionally or through reckless disregard;</p> <p>(vi) “conflict of interest” means any situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations;</p> <p>(vii) “obstructive practice” means (a) deliberately destroying, falsifying, altering or concealing of evidence material to an investigation, or deliberately making false statements to investigators, with the intent to impede an investigation; (b) threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to a Bank investigation or from pursuing the investigation; or (c) deliberate acts intended to impede the exercise of contractual rights of audit or inspection or access to information; and</p> <p>(viii) “integrity violation” is any act, as defined under MKWD’s Integrity Principles and Guidelines, which violates MKWD’s Anticorruption Policy, including (i) to (vii) above and the following: abuse, conflict of interest, violations of MKWD sanctions, retaliation against whistleblowers or witnesses, and other violations of MKWD’s Anticorruption Policy, including failure to adhere to the highest ethical standard.</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract;</p> <p>© will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of MKWD-financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action</p>
--	---

satisfactory to MKWD to remedy the situation; and

(d) will impose remedial actions on a firm or an individual, at any time, in accordance with MKWD’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in MKWD-financed, -administered, or –supported activities or to benefit from an MKWD-financed, -administered, or –supported contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations.

All Bidders, consultants, contractors, suppliers and other third parties engaged or involved in MKWD-related activities have a duty to cooperate fully in any screening or investigation when requested by MKWD to do so. Such cooperation includes, but is not limited to, the following:

(a) being available to be interviewed and replying fully and truthfully to all questions asked;

(b) providing MKWD with any items requested that are within the party’s control including, but not limited to, documents and other physical objects;

© upon written request by MKWD, authorizing other related entities to release directly to MKWD such information that is specifically and materially related, directly or indirectly, to the said entities or issues which are the subject of the investigation;

(d) cooperating with all reasonable requests to search or physically inspect their person and/or work areas, including files, electronic databases, and personal property used on MKWD activities, or that utilizes MKWD’s ICT resources or systems (including mobile phones, personal electronic devices, and electronic storage devices such as external disk drives);

(e) cooperating in any testing requested by MKWD, including but not limited to, fingerprint identification, handwriting analysis, and physical examination and analysis; and

(f) preserving and protecting confidentiality of all information discussed with, and as required by, MKWD.

All Bidders, consultants, contractors and suppliers shall ensure that, in its contract with its sub-consultants, sub-contractors and other third parties engaged or involved in MKWD-related activities, such sub-consultants, sub-contractors and other third parties similarly

	<p>undertake the foregoing duty to cooperate fully in any screening or investigation when requested by MKWD to do so.</p> <p>The Supplier shall permit MKWD to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by MKWD, if so required by MKWD.</p>
Error! Reference source not found.	<p>The Procuring Entity’s address for Notices is:</p> <p style="text-align: center;">Metro Kidapawan Water District Barangay Lanao, Kidapawan City Cotabato</p> <p>Contact person: Ramil A. Condez, CE, RMP, MBA Department Manager A – ECD BAC Chairperson Telephone No.: (064) 577-1533, 577-1865 Email Address: <u>metrokidapawan_wd@yahoo.com</u></p> <p>The Supplier’s address for Notices is:</p> <p>Address: _____</p> <p>Contact Person: _____</p> <p>Fax and telephone nos.: _____</p>
6.5	<p>The Contractor shall employ the Key Personnel and designation required by the Procuring Entity as those in ITB 12.1(b)(ii.2) of the Bid Data Sheet:</p> <p><i>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</i></p>
6.6	The contractor shall proceed with the projects with or without the 15% mobilization.
6.11	The Contractor shall adequately record the condition of roads, agricultural land and other infrastructure prior to the start of transporting materials, goods and equipment, and construction.
7.7	The Contractor shall be primarily and solely responsible for the acts, defaults, and negligence of any subcontractor.
10	The Site Investigation Reports: Topographic Survey
12.3	In case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security. All payables of the GoP in the Contractor's favor shall be offset to recover the costs.
12.5	Warranty Period: Fifteen (15) years
10.4	Not applicable.
16.1	The inspections and tests that will be conducted are:

	Inspection and performance tests prior to delivery and on site prior to acceptance of the goods.
17.4	The period for correction of defects in the warranty period is seven (7) days.
21.1	If the Supplier is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”
31.1	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.
31.3	The period between Program of Work updates is ninety (90) calendar days . The amount to be withheld for late submission of an updated Program of Work is Php30,000.00 .
39.1	The amount of the advance payment is fifteen percent (15%) of the Contract Price to be paid in lump sum or at the most two, upon the submission of request and acceptance by the Procuring Entity of an advance payment security as described in GCC Clause 39.2.
40	All equipments and materials will be retained
40.1	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
40.3	If the Procuring Entity delays payment, the Contractor shall be paid interest on such payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the average annual rate of seven percent (7%) .
44	Upon the completion of construction, the Contractor shall fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition as recorded by the Contractor in consonance with its obligation in Clause 6.11
51.1	The date by which operating and maintenance manuals are required upon completion of the project/issuance of certificate of project completion. The date by which “as built” drawings are required is upon completion of the project.
51.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is Php50,000.00 .
52	Industrial or Intellectual Property Rights The Contractor represents and warrants that the Works (including without limitation all computer hardware, software and systems, whether separately procured or incorporated

	<p>within other goods and services procured) do not violate or infringe any industrial property or intellectual property right or claim of any third party.</p> <p>The Contractor shall indemnify and hold the Procuring Entity harmless against and from any claim which arises out of or in relation to the matters referred to above.”</p>
53	<p>Safeguards</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"> (a) comply with the measures relevant to the contractor set forth in the Initial Environmental Examination (IEE), Environmental Management Plan (EMP), Land Acquisition and Involuntary Resettlement Plan[/Due Diligence Report for Resettlement] and the Indigenous Peoples Plan (IPP), included in Annex 1 and 3 of this Bidding Documents [the , to the extent it concerns impacts on affected people during construction]; and (ii) any corrective or preventive actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor implementation of the IEE, EMP, and Acquisition and Involuntary Resettlement Plan[/Due Diligence Report for Resettlement] and IPP; (b) comply with all applicable national, provincial, and local environmental laws and regulations; (c) prepare and submit the Contractor’s Environmental Management Plan (CEMP) cleared by Project Management Unit (PMU), Project Implementation Unit (PIU) and Asian Development Bank (ADB) prior to start of construction; (d) (i) establish an operational system for managing environmental impacts, (ii) carry out all of the monitoring and mitigation measures set forth in the [Initial Environmental Examination ("IEE")] or [Environmental Management Plan ("EMP")] and (iii) allocate the budget required to ensure that such measures are carried out. The Contractor shall submit semi-annual reports on the carrying out of such measures to the Employer; (e) be responsible for any excessive, unanticipated or unnecessary damage to crops or land arising from his operations and shall provide compensation in accordance with the entitlement matrix as found within the Land Acquisition and Involuntary Resettlement Plan[/Due Diligence Report for Resettlement]; (f) ensure that temporary impacts during construction of the subproject will be avoided, if not minimized, the civil works will include the following provisions: (a) contractor to pay rent for any land required for construction work space outside of the ROW; (b) to the extent possible, only idle land will be used as construction work space to avoid disruption to

	<p>households and business establishments; and (c) temporary use of land will be restored to its pre-project condition or improved. The PMU, in coordination with the design and implementation support consultants, will review any written agreement with the AHs, payment records, and disbursement of payment to ensure compliance with the Project's resettlement policy;</p> <p>(g) allocate a budget for compliance with these environmental and social measures, requirements and actions;</p> <p>(h) immediately provide the Procuring Entity with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Contract that were not considered in the IEE, the EMP, RP or the IPP; and</p> <p>(i) fully reinstate pathways, other local infrastructure to at least their pre-project condition upon the completion of construction.</p>
<p>54</p>	<p>Labor</p> <p>The Contractor shall prioritize the Right of Employment of Indigenous People (IP) Communities in their respective CADT Area and as per Section 4 of the National Commission on Indigenous Peoples Administrative Order No. 1 series of 1998, Rules and Regulations Implementing Republic Act No. 8371, otherwise known as “Indigenous Peoples’ Rights Act of 1997’.</p> <p>The Contractor shall also (i) prioritize employment of women and the poor to at least the percentages of the labor force as set out in the GAP; (ii) provide equal pay for equal work, regardless of gender, age, ethnicity or any other factors; (iii) provide the timely payment of wages; (iv) maximize the employment of local people who meet the job and efficiency requirements for Subproject construction, operation and maintenance and in that regard, not discriminate against people based on age, provided they are capable of performing the work; (v) advertise labor requirements in a timely manner prior to recruitment, in a venue that can reasonably be expected to be seen by interested men and women, regardless of age or ethnicity; (vi) provide workers with a written contract; (vii) provide such workers with adequate on-the-job training and safety training; (viii) comply with core labor standards and the applicable labor laws and regulations, including stipulations related to employment; (ix) not employ child labor; and (x) maintain records of labor employment (including the name,</p>

	<p>ethnicity, age, gender, working time and payment of wages) and ensure that such records are included in summary form in the project performance management system.”</p> <p>Child "means a child below the statutory minimum age specified under applicable national, provincial or local law of the Philippines.</p> <p>The Contractor shall not make employment decisions based upon personal characteristics unrelated to job requirements. The Contractor shall base the employment relationship upon equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment or retirement, and discipline.</p> <p>The Contractor shall provide equal wages and benefits to men and women for work of equal value or type.</p>
<p>55</p>	<p>Health and Safety</p> <p>The Contractor shall conduct health and safety programs for workers employed under the project, and shall include information on the trafficking of women and the risk of sexually transmitted diseases, including HIV/AIDs in such programs.</p> <p>The Contractor is responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities.</p> <p>Within twenty eight (28) days of the commencement date the Contractor shall submit a detailed Site Specific Health and Safety Management Plan (SSHSMP) for the Engineer’s no objection showing how it intends to comply with local health and safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the supplementary information in the bidding documents. Work shall not commence on the site until the confirmation of no objection of the SSHSMP has been obtained from the Engineer and is being implemented. Such confirmation of no objection by the Engineer shall not relieve the Contractor of any of its obligations or responsibilities under the contract.</p> <p>Where unanticipated health and safety hazards or risks become apparent during the Contract, the Contractor is required to update the SSHSMP to outline the potential impacts to site works and associated mitigation measures for the Engineer’s no objection.</p> <p>The Contractor shall comply with the approved SSHSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Procuring Entity (PE) will prepare from time to time to monitor the implementation of the project Environmental Management Plan (EMP) through the SSHSMP.</p> <p>In particular, the Contractor is required to provide all personnel</p>

	<p>on site including the PE’s personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc., in accordance with the Contractor’s SSHSMP. The Contractor should ensure that its subcontractor’s comply with the SSHSMP and provide all such necessary equipment to their personnel.</p> <p>The Contractor shall bear the costs to ensure that such measures, requirements and actions are carried out.</p> <p>The Contractor shall submit semi-annual reports on the compliance of such measures to the Procuring Entity.</p> <p>In the event of a significant injury involving medical treatment or hospitalization and fatal accident the Contractor shall notify the Engineer immediately by verbal communications and submit a formal report as soon as practicable after its occurrence. For all accidents, whether fatal or not, the Contractor shall also notify the appropriate local authorities in accordance with the laws of the Republic of the Philippines.</p> <p>The contractor shall submit a Site Specific Environmental Management Plan (SSEMP) under which the Site Specific Health and Safety Management Plan (SSHSMP) is attached. The SSHSMP is to be submitted to the Engineer and a confirmation and of no objection of the SSHMP should be obtained from the Engineer and the Procuring Entity prior to commence of site work.</p>
55	<p>Gender and Development</p> <p>The Contractor shall comply with the measures set forth in the GAP and allocate adequate resources to fund the implementation of the GAP.</p>
56	<p>Reportorial Requirements</p> <p>The Contractor shall provide the Procuring Entity with quarterly reports of its activities, including each of its obligations in Sub-Clauses 53, 54 and 55.</p>
57	<p>Respectful Work Environment</p> <p>The Contractor shall ensure that its employees and sub-contractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or sub-contractors, including suspension or termination of employment or sub-contract, if any form of unethical or inappropriate behavior is identified.</p>

	<p>The Contractor shall conduct training programs for its employees and sub-contractors to raise awareness on and prevent any form of bullying, discrimination, misconduct and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Procuring Entity or the Procuring Entity’s authorized representative at their first written request.”</p>
--	--

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site. Delivery dates of the Goods should not be later than fifty (50) calendar days upon the receipt of the Notice to Proceed.

Item No.	Description	QTY	Units	Location of	Delivery Date
				Delivery	
I. CONSTRUCTION OF LAPAAN DAM 3 STRUCTURE					
1.	Hauling of Materials	1	LS	Please refer to Annex A,,C,F,G	
2.	Clearing and Site Preparation	1	LS		
3.	Carpentry and Masonry Works	1	LS		
4.	Steel Works	1	LS		
5.	Concrete Works	1	LS		
6.	Steel Works	1	LS		
7.	Painting Works	1	LS		
8.	Fabrications				
	(a) Steel Ladder	1	LS		
	(b) Perforated Filter Spool (Stainless Steel)	1	LS		
	(c) Steel Cover (Manhole)	1	LS		
	(d) Pipe Pedestals	1	LS		
9.	Road Development	1	LS		
10	Storage Facility (6m x 18m)	1	LS		
II. INSTALLATION OF TRANSMISSION LINE					
A. Installation of 250mmØ-800m Steel Pipe from Dam 3 to Clarifier					
1.	Hauling of Materials	1	LS		
2.	Pipes and Fittings Installation	1	LS		
3.	Interconnection and Blow-off	1	LS		
4.	Construction Works				
	a. Carpentry Works	1	LS		
	b. Steel Works	1	LS		
	c. Masonry Works	1	LS		

Item No.	Description	QTY	Units	Location of Delivery	Delivery Date
	d. Restorations	1	LS		
	e. Other Services	1	LS		
	f. Equipment Rentals	1	LS		
B. Installation of 510m-200mmØ uPVC pipeline from Dam 2 connecting Lapaan Dam 2 and 1					
1.	Hauling of Materials				
	a. Pipes and Fittings 300mm to 100mm	1	LS		
	b. Fittings 300mm and 100mm	1	LS		
	c. Other Materials	1	LS		
2.	Pipes and Fittings Installation				
	a. Pipes and Fittings 300mm to 100mm	1	LS		
	b. Fittings 300mm and 100mm	1	LS		
3.	Interconnection and Blow-off				
	250mm/200mm /150mm/100mm Fittings	1	LS		
4.	Installation of Air-Releasing Valve	1	LS		
5.	Thrust Block/Concrete Pad/Restoration	1	LS		
6.	Pressure Leak Test and Disinfection	1	LS		
	Service Fee	1	LS		
	Hydrotesting Machine Rental	1	LS		
7.	Fabrications (Barricades)	1	LS		
III. PROVISION FOR DEADMAN SUPPORT AND FACILITIES					
A. Construction of Watch Tower Facility					
1.	Hauling and Mobilization of Materials	1	LS		
2.	Concrete works w/ Excavation	1	LS		
3.	Steel Works and Steel Lifting (w/ Bolt Machining)	1	LS		
4.	Carpentry works	1	LS		
5.	Painting Works	1	LS		
B. Construction of Watershed Sub-Office Facility					
1.	Hauling and Mobilization of Materials	1	LS		

Item No.	Description	QTY	Units	Location of Delivery	
2.	Site Clearing and Preparation	1	LS		
3.	Carpentry Works	1	LS		
4.	Concrete Works	1	LS		
5.	Painting Works	1	LS		
6.	Construction of Pond	1	LS		
7.	Construction of Signage Block	1	LS		
8.	Welding Works	1	LS		
9.	Electrical Works	1	LS		
10.	Tile Works	1	LS		
11.	Landscape and Vegetation (Materials and Labor)	1	LS		
12.	Backfilling (Limestone and Gravel= 40 cu.m) - Materials and Labor	1	LS		
13.	Fabrications (Labor&materials)				
	a. Fixed Casement and Awning Glass Windows 3/16" THK w/ analoc frame	1	LS		
	b. Steel Benches	1	LS		
	c. Roof Deck Railings	1	LS		
	d. Solid Cut Metal Sign Letters	1	LS		
	e. Supply and Installation of Pre Coated Metal Cladding (Blue)	1	LS		
	f. Supply and Installation of Steel Spiral Staircase w/ primer paint	1	LS		
14.	Restoration	1	LS		
	C. Construction of Deadman Support, Cables and Anchoring				
1.	Hauling and Mobilization	1	LS		
2.	Site Preparation	1	LS		
3.	Carpentry and Masonry Works	1	LS		
4.	Steel works and Fabrication	1	LS		
5.	Concrete works	1	LS		
6.	Painting Works	1	LS		
7.	Machining Works	1	LS		

8.	Restoration	1	LS		
	D. Concrete Staircase				
1.	Hauling and Mobilization	1	LS		
2.	Site Preparation	1	LS		
3.	Carpentry and Masonry Works	1	LS		
4.	Steel works and Fabrication	1	LS		
5.	Concrete works	1	LS		
6.	Restoration	1	LS		

 (Printed Name and Signature)
 Bidder's Authorized Representative

 Date

Section VII. Technical Specifications

Technical Specifications

LWUA STANDARD SPECIFICATIONS FOR WATER SUPPLY CONSTRUCTION

- A. The revised "LWUA Standard Specifications for Water Supply System Construction shall be part of the Technical Specifications as Volume 2 of 2 of the Bidding Documents.
- B. The Contractor shall refer to any applicable specifications specified therein.
- C. Any provision/s **on** the "LWUA Standard Specifications for Water Supply System Construction" consistent with the provision/specifications under this Technical Specifications shall remain valid and binding.

* *Note: Please refer to ANNEX C for Local Water Utilities Administration (LWUA) Standard Specifications for Water System Construction.*

1.0 PIPES

1.1 SMALL STEEL PIPE

Unless otherwise shown, galvanized steel pipe in sizes less than 100 mm (4 in.) in diameter and smaller shall conform with the requirements of the "Specifications for Black and Hot-Dipped Zinc-Coated (Galvanized) Welded and Seamless Steel Pipe for Ordinary Uses" (ASTM A-120) and shall be Schedule 40. Galvanized steel pipe shall not be cement mortar-lined unless otherwise shown. Fittings for galvanized steel pipe shall be of galvanized malleable iron. Galvanized and black steel pipe shall not be used for buried service, except where shown on the Drawings.

Galvanized steel pipe for service connections shall be allowed only as specifically shown on the Drawings. The pipe shall be wrapped with a 500 micron thick PVC tape to a total thickness of 1000 microns, with half width over lapping. PVC tape shall be of a type approved by the Engineer and shall be applied in accordance with the manufacturer's recommendations.

1.2 CAST IRON WATER PIPE

a. Materials

Bell and spigot cast iron pipe shall conform with the requirements of the following:

1. "Cast Iron Pipe Centrifugally Cast in Metal Molds for Water or Other Liquids"(AWWA C-106) or "Cast Iron Pipe Centrifugally Cast in Sand-Lined Molds for Water or other Liquids" (AWWA C-108), shall be Class 100 or Class 150 where shown on the Drawings and as indicated in the Bid Schedule; or

2. "ISO Recommendation R-13; Cast Iron Pipes, Special Castings and Cast Iron Parts for Pressure Main Lines". The pipe shall be Class LA; however, the hydrostatic test pressure shall be 2.45 MPa (355 psi) for all sizes.

b. Flanges

Standard flanged cast iron pipe fittings shall conform with the requirements of the "American Standard for Cast-Iron Pipe Flanges and Flanged Fittings" (ANSI B16.1), Class 125.

c. Short Body Cast Iron Fittings

Short body cast iron fittings shall conform with the requirements of the "American Standard for Cast-Iron and Ductile Iron Fittings, 2 in. through 48 in., for Water and Other Liquids" (AWWA C-110) or "Cast Iron Pipes, Special Castings and Cast Iron Parts for Pressure Main Lines", ISO 13. Fittings shall have a wall thickness of not less than that of the pipe with which they are used and the ends shall have inside diameters suitable for making a watertight joint with the cast iron pipe furnished.

d. Cast Iron Pipe Joints

Cast iron pipe shall be furnished with bell and spigot ends with rubber "push-on" joints, flanged joints, or flexible couplings as shown. At the option of the Contractor, a mechanical joint may be substituted on all cast iron pipe and fittings for which a bell and spigot joint is called for. The mechanical joint shall conform with the requirements of the "American Standard for Rubber Gasket Joints for Cast-Iron and Ductile Iron Pressure Pipe and Fittings" (AWWA C-111), Class 150, except that inside diameters shall be suitable for making watertight joint with the cast iron pipe furnished.

e. Cement Mortar Lining

Cast iron pipe and fitting shall be lined with cement mortar in accordance with the requirements of the "American Standard for Cement-Mortar Lining for Cast-Iron Pipe and Ductile-Iron Pipe and Fittings for Water" (AWWA C-104).

1.3 CAST IRON SOIL PIPE

Cast iron soil pipe and fittings shall be bell and spigot pipe conforming with the requirements for extra-heavy soil pipe and fittings of the "Specifications for Cast Iron Soil Pipe and Fittings" (ANSI A112.5.1). The pipe shall be coal-tar pitch coated.

1.4 UPVC (POLYVINYL CHLORIDE) PIPE

This standard specifies the requirements for unplasticized polyvinyl chloride (uPVC) pipes with nominal diameter of 50 mm to 250 mm intended for the conveyance of potable water under pressure and of temperatures up to 45⁰C for use below ground.

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

a. Definitions

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

1. nominal pressure (PN) - The normal maximum internal pressure that the pipe can sustain in continuous use. This is expressed in megapascals (MPa) at 28⁰C.
2. design maximum induced stress - The estimated maximum tensile stress on the wall of the pipe along the transverse axis due to internal pressure to which the pipe can be subjected continuously without failure. This is used in calculating the wall thickness of the pipe. For the purpose of this standard, the maximum induced stress is 8.5 MPa at 28⁰C.
3. pipe series (s) - It is used in classifying the pipe, which is the ratio of the design maximum induced stress to the nominal pressure of the pipe. The pipe series number may be rounded off to the nearest whole number.
4. nominal dimensions - Nominal dimensions and values indicated herein are minimum limits as defined in this standard.
5. unplasticized polyvinyl chloride (uPVC) pipe - A pipe produced basically from an extrusion grade PVC material of high molecular weight, which does not contain any plasticizer.
6. rework material - PVC plastics from a processor's own production that has been reground, pelletized or solvated after having been previously processed.

b. Classification

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

1. Series 10 (PN 0.86 MPa)
2. Series 8 (PN 1.03 MPa)
3. Series 7 (PN 1.25 MPa)
4. Series 5 (PN 1.60 MPa)

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

Table 1

Maximum Induced Stress for Other Temperatures

Water Temperature, t, 0C	Coefficient to be Applied to the Maximum Induced Stress
$0 < t < 25$	1
$25 < t < 35$	0.8
$35 < t < 45$	0.63

c. Requirements

1. Materials

- (a) The material from which the pipes are made shall consist substantially of polyvinyl chloride that conforms with PNS 291, to which may be added only those additives necessary to facilitate the manufacture of quality pipes of good surface finish and sound physical, mechanical and chemical properties.
- (b) None of the additives shall be used separately or together in quantities sufficient to constitute a toxic, organoleptic or microbial growth hazard or to impair the fabrication or welding properties of the product, or to impair the chemical, mechanical and physical properties (particularly long-term hydrostatic and impact strength) as defined in this standard.
- (c) The use of the manufacturer's own clean rework material produced during the manufacture and production testing of products conforming with this standard is permissible. No other rework material shall be used.

2. Dimensions

- (a) Standard Configurations - Shown in Figure 1 are the standard configurations of uPVC pipes with elastomeric sealing ring socket ends (sizes 63 mm to 500 mm)

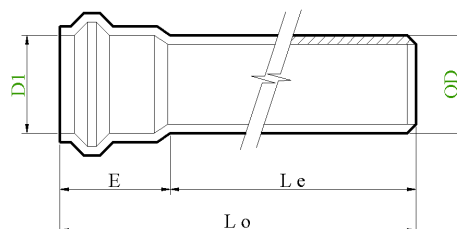


Figure 1 - Standard Configuration of Unplasticized Polyvinyl Chloride (uPVC) Pipes with Elastomeric Sealing Ring Socket Ends (63 mm to 500 mm)

- (b) Dimension and Tolerances - The outside diameters, socket depths, socket diameters, minimum wall thicknesses, effective lengths of the different pipe series/nominal pressures and the tolerances are indicated in Table 2.
- (c) Length - Unless otherwise specified by the purchaser, the length of the pipe shall be taken to mean the effective length, L_e , as shown in Figure 1. The minimum effective lengths are indicated in Table 2. A tolerance of +20 mm is allowable.

Table 2 – Standard Dimension

Nominal Pipe Size Inside Diameter (mm)	Nominal Outside Diameter (mm)	Minimum Socket Depth (E)	Socket Diameter (D1)		Wall Thickness Series 10 minimum (mm)	Wall Thickness Series 8 minimum (mm)
			Min.	Max.		
50	63	97	63.8	64.1	3.0	3.6
75	90	107	91.1	91.4	4.4	5.2
100	110	114	111.4	111.8	5.3	6.3
150	160	131	152.0	162.0	7.7	9.2
200	225	154	227.7	228.4	10.8	12.9
250	280	173	283.0	283.9	13.5	16.0

3. Physical Characteristics

- (a) Appearance - The pipe shall be homogeneous throughout and free from cracks, holes, encrustations and other foreign inclusions. Excessive die lines and/or stress marks (particularly in the socket and bell groove) as well as discernible material marbling are not allowed. The ends of the pipe shall be cleanly cut and square to the axis of the pipe.
- (b) Color - The color of the pipe shall be blue nearest to RAL 5012 and shall be uniform throughout the entire surface of the pipe.
- (c) Effect of Materials on Water Quality - When used under the conditions for which they are designed, non-metallic materials in contact with, or

likely to come into contact with potable water shall not constitute a toxic hazard, shall not support microbial growth and shall not give rise to unpleasant taste or odor, cloudiness or discoloration of the water.

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

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

Table 3 - Maximum Levels of Toxic Substances

Toxic Substances	Extraction		Total Concentration of 3 Extracts
	1st	3rd	
Lead, mg/L	1.00		0.05
Di-alkyl Tin, C4 and other higher monologues measured as tin, mg/L	0.02		
Cadmium, mg/L			0.01
Mercury, mg/L			0.001

- (d) Physical Properties - The pipe shall conform with the physical properties specified in Table 4.

Table 4 - Physical Properties

Property	Value	Test Method
Vicat Softening Temperature, °C, minimum	76	PNS 952/ISO 2507
Longitudinal Reversion, %, max.	5	PNS 951/ISO 2505
Water Absorption, g/m ² , max.	40	PNS 953/ISO 2508

- (e) Resistance to Acetone - The pipe shall not show signs of delamination or disintegration when immersed in acetone. Flattening and/or swelling of the pipe shall not be deemed to constitute failure when tested in accordance with PNS 978/ISO 3472.
- (f) Resistance to Sulfuric Acid - The mass of the specimen shall not increase by more than 0.316 g nor decrease by more than 0.013 g when

tested in accordance with PNS 979/ISO 3473. The effect of the acid on the surface appearance of the specimen (roughening, bleaching or blackening) shall be ignored.

4. Mechanical Properties

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

Table 5 - Applied Pressure for Pressure Test at 280

	Unit: MPa			
Series	10	8	7	5
Burst Pressure	3.80	4.56	5.49	7.10
Short Term Pressure	3.60	4.30	5.20	6.70
Long Term Pressure	2.50	3.00	3.60	4.65

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

$$p = \frac{2 \times S \times t_{\min.}}{D_m - t_{\min.}}$$

where:

- p is the applied pressure, MPa
- S is the design stress at 28°C, MPa
- t_{min.} is the minimum wall thickness, mm
- D_m is the maximum mean outside diameter, mm

(a) Hydrostatic Pressure Test Requirement

- (1) Burst Pressure - The pipe shall withstand the applied pressure for at least 60 seconds without failure. The value for the induced stress used in calculating pressure requirement is 37.5 MPa at 28°C.
- (2) Short Term Pressure - The pipe shall withstand the applied pressure for at least one hour without failure. The value for the induced stress used in calculating pressure requirement is 35.7 MPa at 28°C.
- (3) Long Term Pressure - The pipe shall withstand the applied pressure for at least 1000 hours without failure. The value for the induced stress used in calculating pressure requirement is 24.6 MPa at 28°C.

- (b) Resistance to External Blows - The true impact rate of the batch at 28⁰C shall not exceed 10% when tested in accordance with PNS 967/ISO 3127.

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

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

5. Joints

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

e. Sampling and Testing

1. At least one piece or set (depending on the quantities specified by the test method) of sample/s per production batch (one production run or one production shift, whichever is shorter) shall be taken at random for testing in accordance with the methods and procedures specified in this standard.
2. The pipes shall be tested in accordance with the methods prescribed in this standard.
3. The frequency of sampling and testing of pipes is shown in Table 6.

f. Marking

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

1. Name of Product
2. Nominal outside diameter, mm
3. Series and/or Nominal pressure, MPa
4. Manufacturer's name and/or its recognized trademark
5. The words "Made in PHL" or "Made in the Phil."
6. The words "For Potable Water"

1.5. SERVICE LINES

a. Materials

The service line piping 50 mm (2 in.) and smaller shall be made of polyethylene or polybutylene tubing as specified herein and in the sizes shown on the Drawings. Service pipings having diameter larger than 50 mm (2 in.) shall be constructed of the same materials approved for water mains of similar sizes.

Small tubing-size service lines shall have plastic or brass fittings using compression type connections with compressive force applied on the outside surface of the tubing. However, stainless steel or brass inserts may be utilized for bigger sizes.

Plastic fittings shall be injection-molded, compression type and suitable for use with Polybutylene (PB) or Polyethylene (PE) tubings conforming in dimensions and tolerances to ISO 161/I and ISO 3607, respectively.

Plastic service connection fittings shall be molded from Acrylonitrile-Butadiene-Syrene (ABS), Polypropylene (PP), Polyvinyl Chloride (PVC), Polyethylene (PE) or other suitable materials. The compounds used in the manufacture of plastic fittings shall be virgin and shall be made from non-toxic materials and shall be certified as suitable for potable water by the Food and Drugs Administration (FDA) or any accredited testing laboratories.

All plastic fittings shall meet the requirements of the National Testing Laboratories for Potable Water and shall be designed to hold a working pressure of 1.1 MPa and resist a minimum pull-out force of 20 kg.

Brass service connection fittings shall be manufactured according to AWWA Standard C-800 "Threads for Underground Service Line Fittings".

The fittings shall be clearly and neatly finished and free from burrs or other defects likely to damage or score the pipe, and the bore shall be free from irregularities, which restrict the free flow of fluid. The internal and external surfaces of fittings shall be clean and free from grooves, pinholes, or other defects likely to affect the performance and service of the system.

The fittings shall be designated by the sizes of the connecting pipes/tubings.

Where saddles are required, as shown on the Drawings, they shall conform with the provisions of Clause 1.6.

Welded outlets on steel pipe shall be insulated from brass fittings with nylon bushings approved by the Engineer.

1.6 SERVICE SADDLE

a. Materials

Where saddles are required as shown on the Drawings, they shall be constructed of one or a combination of the following materials and complying with the requirements as hereunder indicated.

1. Brass
Leaded red brass, copper alloy with commercial designation 85-5-5-5 in accordance with ASTM B584, UNS No. 83000.
2. Bronze
Silicon bronze in accordance with ASTM B584, UNS No. 87200.
3. Ductile Iron
Grade 60-40-18 in accordance with ASTM A536.
4. Cast Iron
Gray iron in accordance with ASTM A48, Class 30.
5. Plastics
Acrylonitrile-Butadiene-Styrene (ABS), Polypropylene (PP), Polyvinyl Chloride (PVC), Polyethylene (PE) or other suitable materials.

All the materials used in the manufacture of clamps shall meet the requirements of applicable ASTM, AWWA, ISO or other internationally accepted standard specifications.

b. Manufacture

Service saddles shall be supplied either with:

1. Clamp or single strap of at least 50 mm (2 in.) wide, bolted on each side, or bolted one side and hinged on the other side. Bolts and nuts shall be 18-8 stainless steel, brass or bronze as specified above.
2. Double or single strap, as shown on the Drawings, each with a width not less than 20 mm (3/4 in.).
3. Straps or clamps shall be made of any of the materials listed above or of 18-8 stainless steel.

All parts of the service saddle including the clamp or strap shall comply with the following minimum thickness requirements:

<u>Pipe Nominal Diameter</u>	<u>Thickness</u>
50 mm	8 mm
100 mm	8 mm
150 mm	10 mm
200 mm	12 mm
250 mm	15 mm
300 mm	15 mm

Saddles shall be shaped to the various outside pipe diameter to which they are to be fitted and shall be provided with an approved resilient neoprene rubber gasket with a minimum bearing width of 12 mm (1/2 in.).

The tapping thread shall be at least 30 mm deep and drilled in accordance with iron pipe (I.P.) thread dimensions.

4. Shop drawings for plastic service saddle shall be first submitted for approval prior to manufacture.

1.7 MECHANICAL-TYPE COUPLINGS

Mechanical-type couplings shall be designed for a water working pressure not less than the design pressure of the pipe on which they are to be installed, and shall be equipped with Grade H rubber gaskets. Couplings shall be Gustin-Bacon or Victaulic Style 44 when pipe ends are banded, and Gustin-Bacon or Victaulic Style 77 when pipe ends are grooved.

1.8 SLEEVE-TYPE COUPLINGS

Sleeve-type couplings shall be provided where shown and shall be Smith-Blair, Style 411 or Style 412, equivalent styles manufactured by Dresser, or approved substitute. Couplings shall be of steel with steel bolts, without pipe stop, and shall be of sizes to fit the pipe and fitting shown. The middle ring shall be not less than 6 mm (1/4 in.) in thickness and shall be 125 to 175 mm (5 in. to 7 in.) long for standard steel couplings, and 400 mm (16 in.) long for long-sleeved couplings. Bolts for exposed coupling shall be hot-dip galvanized.

1.9 GASKETS AND BOLTS

- a. Except as otherwise provided, gaskets for flanged joints shall be 1.5 mm (1/16 in.) thick laminated asbestos fiber.
- b. Wherever blind flanges are shown, the gaskets shall consist of 3 mm (1/8 in.) thick cloth-inserted rubber sheet, which shall be cemented to the surface of the blind flange.

1.10 PRESSURE GAGES

Pressure gages shall have 89 mm (3-1/2 in.) dials, 6 mm (1/4 in.) threaded connections and shut-off cocks. Gages shall be calibrated to read 1.0 MPa (150 psi), unless otherwise shown on the Drawings. The pressure element of the gage shall be protected against excessive pulsations and surges by an external pressure snubber.

2.0 VALVES

2.1 GENERAL

- a. The Contractor shall furnish all valves as specified herein. All valves shall be new and of current manufacture.

- b. Flanged valves may be plain faced with serrated gasket surface or raised. Flanges of valves for water working pressure of 1.2 MPa (175 psi) or less shall be faced and drilled to 125-lb American Standard dimensions; flanges of valves for water working pressures greater than 1.2 MPa (175 psi) shall be faced and drilled to 250-lb American Standard dimensions.
- c. Each valve body shall be tested under a test pressure equal to twice its design water working pressure.
- d. All valves shall be provided with an exterior protective coating.
- e. Operating nut shall turn counter-clockwise to open.
- f. Shop drawings for all valves shall be furnished in accordance with Clause 4.0 of the Technical Specifications

2.2 GATE VALVES

- a. Valves

This Clause applies to gate valves 50 mm (2 in.) through 300 mm (12 in.) in size. All valves shall conform with the "Standard for Resilient Seated Gate Valves" (AWWA C509). Gate valves where the pipeline design pressure is 1.0 MPa (150 psi) or less shall be designed for a minimum water working pressure of 1.0 MPa (150 psi) and shall be cast iron bodied, with resilient seats applied to the body or gate. Discs shall be cast iron with bronze disc rings, and the seat ring shall be bronze and replaceable. The valve shall be non-rising stem with a minimum of two "O" ring seals (at least one above the stem collar), or rising stem when shown on the Drawings. The valves shall have a 50 mm (2 in.) square operating nut with a cast arrow showing direction in which the nut is to be turned to open the valve. Valves shall be constructed to permit the replacement of the "O" rings above the stem collar under full working water pressure with the valves in the full open position.

- b. Testing Requirements

- 1. Operation Test

Each valve shall be operated in the position for which it was designed to ensure free and perfect functioning of all parts in the intended manner. Any defects of workmanship shall be corrected and the test repeated until satisfactory performance is demonstrated.

- 2. Shell Test

A hydrostatic test pressure equal to twice the rated working pressure of the valve shall be applied to the body with the gate in the open position. The test shall show no leakage through the metal, flanged joints, or stem seals.

3. Seal Test

A test shall be made at rated working pressure to prove the sealing ability of each valve from both directions of flow. The test shall show no leakage through the metal, pressure-containing joints, or past the seat.

4. Hydrostatic Test

One prototype valve of each size and class of a manufacturer's design shall be hydrostatically tested with twice the specified rated pressure applied to one side of the gate and zero pressure on the other side. The test is to be made in each direction across the gate. Under this hydrostatic test, the manufacturer may make special provisions to prevent leakage past the seats. No part of the valve or gate shall be permanently deformed by the test.

5. Torque Test

A prototype of each size should be overtorqued in the closed and open positions to demonstrate no distortion of the valve stem or damage to the resilient seat as evidenced by failure to seal at rated pressure. The applied torque shall be 250 ft-lb for 3 and 4 NRS valves, and 350 ft-lb for 6, 8, 10, and 12 NRS valves (1.0 ft-lb = 0.736 Newton-metre = 0.66 kg-m).

6. Leakage Test

Two prototype valves of each size chosen by the LWUA quality control inspector to represent the extremes of seat compression shall be fully opened and closed to a seal for 500 complete cycles with sufficient flow that the valve is at 200 psi pressure differential at the point of opening and closing. The valves shall be droptight under rated pressure differential applied alternately to each side of the gate after completion of the tests.

7. Pressure Test

One prototype of each valve size shall be tested to 500 psi with the closure member in the open position. There shall be no rupture or cracking of the valve body, valve bonnet, or seal plate. Leakage at pressure-containing joints shall not be a cause for failure of the test.

2.2 CHECK VALVES

Check valves 100 mm (4 in.) and larger shall have flanged connections and be of the swing type with outside lever and weight. The valves shall be designed for a minimum water working pressure of 1.0 MPa (150 psi), and shall have 125-lb American Standard Flanges. Valve bodies shall be cast iron or steel. The valves shall have bronze gate rings and seat rings and type 18-8 stainless steel hinge pins. The check valves shall be designed so that disc and body seat may be easily removed without removing valve from the line.

2.3 AIR RELEASE VALVES

Air release valves up to and including 75 mm (3 in.) in diameter shall have threaded connections, except where otherwise shown on the drawings, and shall be designed for a water working pressure of 1.0 MPa (150 psi). The body shall be of high strength cast iron and the float shall be of stainless steel. All internal parts, except the seat, shall be of stainless steel or bronze. The seat shall be of material insuring water tightness with a minimum of maintenance. The valve shall be designed to automatically permit the escape of accumulated air under pressure while the pipe is in operation. The valves shall be either direct or lever operating.

2.4 MISCELLANEOUS SMALL VALVES

Valves 50 mm (2 in.) and smaller, unless otherwise shown, shall be all bronze or brass with threaded connections designed for a water working pressure not less than 1.0 MPa (150 psi). Material specifications for brass valves shall have a commercial designation of 85-5-5-5 in accordance with ASTM B584, UNS No. 83000.

Valves for service connections shall be ball valve type with lockwing.

3.0 FITTINGS

3.1 FLANGES

Standard flanged cast iron pipe fittings shall conform with the requirements of the "American Standard for Cast-Iron Pipe Flanges and Flanged Fittings" (ANSI B16.1), Class 125.

3.2 SHORT BODY CAST IRON FITTINGS

Short body cast iron fittings shall conform with the requirements of the "American Standard for Cast-Iron and Ductile Iron Fittings, 2 in. through 48 in., for Water and Other Liquids" (AWWA C-110) or "Cast Iron Pipes, Special Castings and Cast Iron Parts for Pressure Main Lines", ISO R13. Fittings shall have a wall thickness of not less than that of the pipe with which they are used and the ends shall have inside diameters suitable for making a watertight joint with the cast iron pipe furnished.

4.0 SHOP DRAWINGS AND CATALOG DATA

When required, the Contractor shall submit for approval seven (7) copies of the shop drawings of materials and equipment it intends to supply, as indicated in the drawings and specifications.

Shop drawings shall provide sufficient information to evaluate the suitability and compliance of the proposed equipment and control components with the plans and specifications.

Catalog data shall also be submitted to supplement the shop drawings. Catalog cuts, bulletins, brochures or the like, or photocopies of applicable pages thereof shall be submitted where drawings for certain items are not required to be submitted.

5.0 CONSTRUCTION MATERIALS

5.1 CEMENT

Except as may be otherwise provided in these specifications, cement shall conform with the "Standard Specifications for Portland Cement" (ASTM C-150-Latest Revision) and shall be Type I. The cement shall be of one brand and shall not be more than three (3) months from date of manufacture.

5.2 CONCRETE-AGGREGATES

Concrete aggregates shall be well-graded, clean, hard particles of gravel or crushed rock conforming with the "Standard Specifications" for Concrete Aggregates" (ASTM C-33 Latest Revision).

5.3 REINFORCING STEEL

All reinforcing steel bars used shall be of deformed type conforming with the specifications for the deformed and plain billet steel bars for concrete reinforcement (ASTM A615M) , new, free from rust, oil, defects, greases, or kinks. They shall conform with the latest edition of National Structural Code of the Philippines with a minimum grade equal to 275 MPa unless otherwise shown on the plans.

MATERIALS SPECIFICATIONS

1. AIR RELEASE VALVES

Type: D-040 Combination Air
 Size: 25mmØ and 50mmØ

2. PIPES w/ RUBBER GASKET

Application: Potable Water (Pressure Pipes)
 Type: Unplasticized Polyvinyl Chloride (uPVC) Series-8
 Class: Class150 PNS65
 Color: Blue
 Jointing Method: Rubber Ring Gasket (Push-on Type)

NOMINAL PIPE SIZE	OUTSIDE DIAMETER (mm)	THICKNESS (mm)		EFFECTIVE LENGTH
		Min	Max	
50mm	63	3.6	4.16	6 meters
75mm	90	5.2	5.92	6 meters
100mm	110	6.3	7.13	6 meters
150mm	160	9.2	10.32	6 meters
200mm	225	12.9	14.39	6 meters
250mm	280	16.0	17.39	6 meters
300mm	315	18.0	20.00	6 meters

3. SLEEVE TYPE COUPLINGS

Body Type: Cast Iron (CI)

NOMINAL SIZE (mm)	STUD BOLT REQUIREMENTS	
	HOLES	BOLT SIZE
50mm	4	13mm × 230mm
75mm	4	13mm × 230mm
100mm	4	13mm × 280mm
150mm	6	19mm × 330mm
200mm	6	19mm × 330 mm

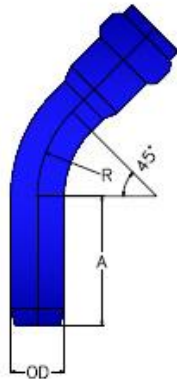
4. GATE VALVES

Body Type: Cast Iron (CI)
 Valve Type: Metal Sheeted – Non Rising Steam (MS-NRS)
 Sizes: 50mm, 75mm, 100mm, 150mm, 200mm

5. SADDLE CLAMPS

Body Type: Cast Iron (CI)
 Sizes: 50mm, 75mm, 100mm, 150mm, 200mm

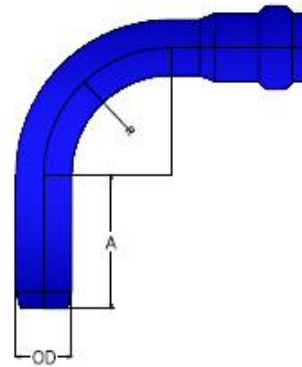
6. PVC BENDS



ALL DIMENSION ARE IN MILLIMETER UNITS

NOMINAL SIZE		OUTSIDE DIAMETER O.D	45 DEGREES		
MM	IN.		R	A	TOTAL LENGTH
50	2	63	230	150	491
75	3	90	250	200	597
100	4	110	290	220	668
150	6	160	480	225	887
200	8	225	750	310	1209

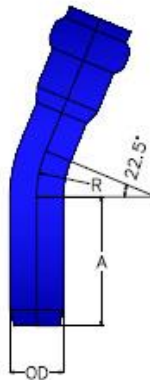
uPVC Elbow BE/PE 45°



ALL DIMENSION ARE IN MILLIMETER UNITS

NOMINAL SIZE		OUTSIDE DIAMETER O.D	90 DEGREES		
MM	IN.		R	A	TOTAL LENGTH
50	2	63	230	150	671
75	3	90	250	200	793
100	4	110	290	220	895
150	6	160	480	225	1264
200	8	225	750	310	1797

uPVC Elbow BE/PE 90°



ALL DIMENSION ARE IN MILLIMETER UNITS

NOMINAL SIZE		OUTSIDE DIAMETER O.D	22.5 DEGREES		
MM	IN.		R	A	TOTAL LENGTH
50	2	63	230	150	401
75	3	90	250	200	498
100	4	110	290	220	554
150	6	160	480	225	669
200	8	225	750	310	914

uPVC Elbow BE/PE 22.5°

STATEMENT OF COMPLIANCE

Bidders must state in the following form either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of **ITB Clause 3.1(a)(ii)** and/or **GCC Clause Error! Reference source not found.**

Item	Specification	Compliance
I. CONSTRUCTION OF LAPAAN DAM 3 STRUCTURE		
1	Hauling of Materials	
2	Clearing and Site Preparation	
3	Carpentry and Masonry Works	
4	Steel Works	
5	Concrete Works	
6	Steel Works	
7	Painting Works	
8	Fabrications	
	(a) Steel Ladder	
	(b) Perforated Filter Spool (Stainless Steel)	
	(c) Steel Cover (Manhole)	
	(d) Pipe Pedestals	
9	Road Development	
10	Storage Facility (6m x 18m)	
II. INSTALLATION OF TRANSMISSION LINE		
A. Installation of 250mmØ-800m Steel Pipe from Dam 3 to Clarifier		
1	Hauling of Materials	
2	Pipes and Fittings Installation	
3	Interconnection and Blow-off	
4	Construction Works	

	a. Carpentry Works	
	b. Steel Works	
	c. Masonry Works	
	d. Restorations	
	e. Other Services	
	f. Equipment Rentals	
	B. Installation of 510m-200mmØ uPVC pipeline from Dam 2 connecting Lapaan Dam 2 and 1	
Item	Specification	Compliance
1	Hauling of Materials	
	a. Pipes and Fittings 300mm to 100mm	
	b. Fittings 300mm and 100mm	
	c. Other Materials	
2	Pipes and Fittings Installation	
	c. Pipes and Fittings 300mm to 100mm	
	d. Fittings 300mm and 100mm	
3	Interconnection and Blow-off	
	250mm/200mm /150mm/100mm Fittings	
4	Installation of Air-Releasing Valve	
5	Thrust Block/Concrete Pad/Restoration	
6	Pressure Leak Test and Disinfection	
	Service Fee	
	Hydrotesting Machine Rental	
7	Fabrications (Barricades)	
III. PROVISION FOR DEADMAN SUPPORT AND FACILITIES		
A. Construction of Watch Tower Facility		
1.	Hauling and Mobilization of Materials	
2.	Concrete works w/ Excavation	
3.	Steel Works and Steel Lifting (w/ Bolt Machining)	
4.	Carpentry works	
5.	Painting Works	

B. Construction of Watershed Sub-Office Facility		
Item	Specification	Compliance
1.	Hauling and Mobilization of Materials	
2.	Site Clearing and Preparation	
3.	Carpentry Works	
4.	Concrete Works	
5.	Painting Works	
6.	Construction of Pond	
7.	Construction of Signage Block	
8.	Welding Works	
9.	Electrical Works	
10.	Tile Works	
11.	Landscape and Vegetation (Materials and Labor)	
12.	Backfilling (Limestone and Gravel= 40 cu.m) - Materials and Labor	
13.	Fabrications (Labor&materials)	
	a. Fixed Casement and Awning Glass Windows 3/16" THK w/ analoc frame	
	b. Steel Benches	
	c. Roof Deck Railings	
	d. Solid Cut Metal Sign Letters	
	e. Supply and Installation of Pre Coated Metal Cladding (Blue)	
	f. Supply and Installation of Steel Spiral Staircase w/ primer paint	
14.	Restoration	
C. Construction of Deadman Support, Cables and Anchoring		
1.	Hauling and Mobilization	
2.	Site Preparation	
3.	Carpentry and Masonry Works	
4.	Steel works and Fabrication	
5.	Concrete works	
6.	Painting Works	

Item	Specification	Compliance
7.	Machining Works	
8.	Restoration	
	D. Concrete Staircase	
1.	Hauling and Mobilization	
2.	Site Preparation	
3.	Carpentry and Masonry Works	
4.	Steel works and Fabrication	
5.	Concrete works	
6.	Restoration	

(Printed Name and Signature)
Bidder's Authorized Representative

Date

Section IX. Bidding Forms

TABLE OF CONTENTS

Bid Form.....	9-3
Form of Contract Agreement	9-5
Omnibus Sworn Statement.....	9-7
Bid Securing Declaration.....	9-10
List of All Ongoing Government & Private Construction Contracts Including Contracts Awarded but not yet Started	9-12
Statement of Single Largest Completed Government & Private Construction Contracts which are Similar in Nature	9-13
Statement of Availability of Key Personnel and Equipment.....	9-14
Credit Line Certificate	9-15
Contractor’s Profile.....	9-16
Construction Schedule and S-Curve.....	9-18
Manpower Utilization Schedule	9-19
Outline Narrative Description of Construction Methods	9-20
Contractor’s Organizational Chart for the Contract.....	9-21
Key Personnel (Format of Bio-Data).....	9-22
Qualification of Key Personnel Proposed to be assigned to the Contract.....	9-23
List of Equipment, Owned or Leased and/or Under Purchase Agreements, Pledged to the Proposed Contract	9-24
Equipment Utilization Schedule.....	9-25
Affidavit of Site Inspection.....	9-26
Cash Flow by Quarter and Payment Schedule.....	9-27
Performance Security.....	9-28

Bid Form

Date:

To: **METRO KIDAPAWAN WATER DISTRICT**

Address: Barangay Lanao, Kidapawan City
Cotabato

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract – Procurement of Construction of Lapaan Dam 3;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

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

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

- (c) Our Bid shall be valid for a period of one hundred twenty (120) calendar days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the Procurement of Goods and Services for Civil Works of Pipelines and Appurtenances of the Metro Kidapawan Water District.

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between Metro Kidapawan Water District, Lanao, Kidapawan City, Cotabato (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:

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.

The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

General and Special Conditions of Contract;

Drawings/Plans;

Specifications;

Invitation to Bid;

Instructions to Bidders;

Bid Data Sheet;

Addenda and/or Supplemental/Bid Bulletins, if any;

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;

Eligibility requirements, documents and/or statements;

Performance Security;

Notice of Award of Contract and the Bidder’s conforme thereto;

Other contract documents that may be required by existing laws and/or the Entity.

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.

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

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

Signed, sealed, delivered by _____ the _____ (for the Entity)

Signed, sealed, delivered by _____ the _____ (for the Contractor).

Binding Signature of Procuring Entity

Binding Signature of Contractor

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

Omnibus Sworn Statement

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

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

If a partnership, corporation, cooperative, or joint venture: I am granted full 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]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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;

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 following responsibilities as a Bidder:
 - a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure 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 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]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

To: METRO KIDAPAWAN WATER DISTRICT

Address: Lanao, Kidapawan City
Cotabato

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: **NOT APPLICABLE** (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - 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;
 - c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this __ day of [month] [year] at [place 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. _____.

Witness my hand and seal this __ day of [month] [year].

NOT APPLICABLE

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]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

Section X. Foreign Assisted Projects

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract
 Location of the Contract

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

Business Name : _____
 Business Address : _____

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

- Note: This statement shall be supported with:
- 1 Notice of Award and/or Contract
 - 2 Notice to Proceed issued by the owner
 - 3 Certificate of Accomplishments signed by the owner or Project Engineer

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

METRO KIDAPAWAN WATER DISTRICT

Name of the Contract:

Location of the Contract:

STATEMENT OF SINGLE LARGEST COMPLETED GOVERNMENT AND PRIVATE CONSTRUCTION CONTRACT WHICH ARE SIMILAR IN NATURE

Business Name: _____

Business Address: _____

Name of Contract	1. Owner Name 2. Address 3. Telephone Nos.	Nature of Work	Contractors Role		1. Amount at Award 2. Amount at Completion 3. Duration	1. Date Awarded 2. Date of Effectivity 3. Date Completed
			Description	%		
Government						
Private						

Note: This statement shall be supported with:

1. Contract
2. CPES Rating Sheets and/or Certificate of Completion
3. Certificate of Acceptance

Submitted by: _____

Printed Name and Signature

Designation: _____

Date: _____

LOCAL WATER UTILITES ADMINISTRATION

Name of the Contract:

Location of the Contract:

Statement of Availability of Key Personnel and Equipment

(Date of Issuance)

Name of the Head of the Procuring Entity
Position of the Head of the Procuring Entity
(Name of Procuring Entity)
(Address of Procuring Entity)

Attention : The Chairman
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the (Name of the Procuring Entity) BAC for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) has in its employ key personnel, such as project managers, project engineers, materials engineers and foremen, who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

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

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract :
Location of the Contract :

CREDIT LINE CERTIFICATE

Date: _____

Name of the Head of the Procuring Entity
Name of the Procuring Entity
Address of the Procuring Entity

CONTRACT NAME : _____
COMPANY/FIRM : _____
ADDRESS : _____
BANK/FINANCING INSTITUTION : _____
ADDRESS : _____
AMOUNT : _____

This is to certify that the above Bank/Financing Institution with business address indicated above, commits to provide the Contractor, if awarded the above-mentioned Contract, a credit line in the amount specified above which shall be exclusively used to finance the performance of the above-mentioned Contract, subject to our terms, conditions and requirements.

The credit line shall be available within fifteen (15) calendar days after receipt by the Contractor of the Notice of Award and such line of credit shall be maintained until the project is completed by the Contractor.

This Certification is being issued in favor of said Contractor in connection with the bidding requirement of (Name of the Procuring Entity) for the above-mentioned Contract. We are aware that any false statements issued by us make us liable for perjury.

Name and Signature of Authorized Financing Institution Officer : _____
Official Designation : _____

Concurred By:

Name & Signature of Contractor's

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract :
 Location of the Contract ;

CONTRACTOR’S PROFILE

Date:
Name of Firm/Company:
Contractor ID:
General Information

Address:

Telephone Number:
Fax Number:
E-mail Address:
Cable Address:
Telex Number:

Legal Aspect

PCAB License Information

Type of Firm:
Head Office Location:

License First Issue Date:
License Number:
Validity Period: From To
Principal Classification:
Category:
Other Classifications:

Registration Date:
Registration Number:
Validity Period: From To

Projects

**Kinds
of Projects**

**Respective
Size Ranges**

Building and Industrial Plant

Tax Account No.
Foreign Contractor

Nationality:
Philippine Address:

Telephone Number:
Fax Number:
E-mail Address:
Cable Address:
Telex Number:
Percent of Filipino Ownership:

Person Managing Affairs of the Firm

Name:
Designation:
Telephone Number:

Authorized Liaison Officer
Name:
Designation:
Telephone Number:

Authorized Liaison Officer
Name:
Designation:
Telephone Number:

Dam, Reservoir and Tunneling
 Irrigation and Flood Control
 Park-Playground or Recreational Work
 Port, Harbor and Offshore Engineering
 Road, Highway Pavement Railways, Airport, Horizontal Structures, Bridges
 Sewerage and Sewage System
 Water Supply
 Water Treatment Plant and System

Financial Aspect

Record Year	Total Assets	Current Assets	Total Liabilities	Current Liabilities	Total Present Net Worth	Current Net Worth
------------------------	-------------------------	---------------------------	------------------------------	--------------------------------	------------------------------------	------------------------------

Completed Projects

Contract ID	Name of Contract	Owner	Participation Percentage	Contract Date Started	Contract Date Completed	Major Categories of Work	Dimension	Total As Built Cost Per Major Work Category
----------------	---------------------	-------	-----------------------------	-----------------------------	-------------------------------	--------------------------------	-----------	---

Ongoing Projects

Contract ID	Name of Contract	Owner	Participation Percentage	Contract Date Started	Contract Date Completed	% WA ¹	% TE ²	Major Categories of Work	Dimension	Total As Built Cost Per Major Work Category
----------------	---------------------	-------	-----------------------------	-----------------------------	-------------------------------	----------------------	----------------------	--------------------------------	-----------	---

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract:
 Location of the Contract:
 LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract:
 Location of the Contract:

¹ WA = Work Accomplished

² TE = Time Elapsed

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract :

Location of the Contract :

OUTLINE
NARRATIVE DESCRIPTION
OF
CONSTRUCTION METHODS

1.0 INTRODUCTION

Refer to Bidding, etc.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

State general features of contract works. Use tables as necessary.

3.0 CONSTRUCTION METHODS AND PROCEDURES

3.1 Methodology or General Approach

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of construction financing the project, etc.

3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

3.3 Financial Program

Cash flow schedules, provision for working capital, schedule of receipts, etc.

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract :
Location of the Contract :

Contractor’s Organizational Chart for the Contract

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

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

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract
 Location of the Contract

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name : _____
 Business Address : _____

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

Minimum Requirements : Project Manager / Engineer
 : Materials Engineer
 : Foreman
 : Foreman

Note : Attached individual resume and PRC License of the (professional) personnel.

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract :
 Location of the Contract :

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

Business Name : _____
 Business Address : _____

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
<u>A. Owned</u>							
i.							
ii.							
iii.							
iv.							
v.							
<u>B. Leased</u>							
i.							
ii.							
iii.							
iv.							
v.							
<u>C. Under Purchase Agreements</u>							
i.							
ii.							
iii.							
iv.							
v.							

List of minimum equipment required for the project:

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract
Location of the Contract

AFFIDAVIT OF SITE INSPECTION

I, (Representative of the Bidder) , of legal age, (civil status) , Filipino and residing at (Address of the Representative) , under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder) , with office at (Address of the Bidder) ;
2. That I have inspected the site for (Name of the Contract) , located at (Location of the Contract) ;
3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for (Name of the Contract) .

IN FAITH WHEREOF, I hereby affix my signature this _____ day of _____, 20____ at _____, Philippines.

AFFIANT

SUBSCRIBED AND SWORN TO before me this _____, day of _____ 2003, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____

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

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract :
 Location of the Contract :

Contract Name : _____
 Location : _____

CASH FLOW BY QUARTER AND PAYMENT SCHEDULE

PARTICULAR	% WT.	1ST QUARTER	2ND QUARTER	3RD QUARTER	4TH QUARTER
ACCOMPLISHMENT					
CASH FLOW					
CUMULATIVE ACCOMPLISHMENT					
CUMULATIVE CASH FLOW					

Submitted by:

Name of the Representative of the Bidder
Position
Name of the Bidder

Date: _____

Performance Security

.....*Bank's name, and address of issuing branch or office*

Beneficiary: *Name and address of the employer.*.....

Date:.....

Performance Guarantee No.:.....

We have been informed that *name of the contractor.* (hereinafter called "the Contractor") has entered into Contract No. *reference number of the contract.* datedwith you, for the execution of *name of contract and brief description of plant and services.* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we *name of the bank.* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *name of the currency and amount in words*³. (*. amount in figures.*) such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the earlier of

- (a) 18 months after our receipt of
- (i) a copy of the Completion Certificate; or
 - (ii) a registered letter from the Contractor, attaching a copy of the notice to the project manager that the Facilities are ready for commissioning, and stating that 14 days have elapsed from receipt of such notice (or 7 days have elapsed if the notice was a repeated notice) and the project manager has failed to issue a Completion Certificate or inform the Contractor in writing of any defects or deficiencies; or
 - (iii) a registered letter from the Contractor stating that no Completion Certificate has been issued but the Employer is making use of the Facilities; or

(b) the ____ day of _____, 2____.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458 (*or ICC Publication No. 758 as applicable*), except that subparagraph (ii) of Sub-Article 20(a) is hereby excluded.⁴

³ The guarantor shall insert an amount representing the percentage of the contract price specified in the contract and denominated either in the currency(ies) of the contract or a freely convertible currency acceptable to the employer.

⁴ Or the same or similar to this clause specified in the Uniform Rules for Demand Guarantees, ICC Publication No. 758, where applicable.

.....

Signature(s) and seal of bank (where appropriate)

If the institution issuing the performance security is located outside the country of the employer, it shall have a correspondent financial institution located in the country of the employer to make it enforceable.

ANNEXES

Annex A Technical Specifications: Construction of Lapaan Dam 3 Structure

Annex B Technical Specifications: Installation of Transmission Line

Annex C Technical Specifications: Provision for Deadman Support and Facilities

Annex F Construction of Lapaan Dam 3: Technical Specifications and General Notes

**Annex G Construction of Lapaan Dam 3: Summary of Vehicle, Equipment, Machineries,
Tools, Facility, PPEs and Manpower Tools**

