

Republic of the Philippines
Baliwag Water District
BWD Bldg. Col. Tomacruz St. Poblacion Baliwag Bulacan

BIDDING DOCUMENTS

FOR THE

**Design, Supply and Installation of 500 m³
effective volume capacity with 300 mm
Free Board Glass-Fused or Epoxy-Coated
to Steel Bolted Tank (Sealant Type) with
Booster Pumps and Piping Works**

AT

Brgy. San Roque, Baliwag, Bulacan

NOVEMBER 2020

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Section I. Invitation to Bid

INVITATION TO APPLY FOR ELIGIBILITY AND TO BID

Invitation to Bid for Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm free board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works

1. The Baliwag Water District, through loan from Development Bank of the Philippines (DBP) intends to apply the sum of Nine Million Pesos (P9,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm free board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Baliwag Water District now invites bids for Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm Free Board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works. Completion of the Works is required within two hundred ten (210) calendar days from receipt of Notice to Proceed (NTP). Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II Instructions to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the "Government Procurement Reform Act".

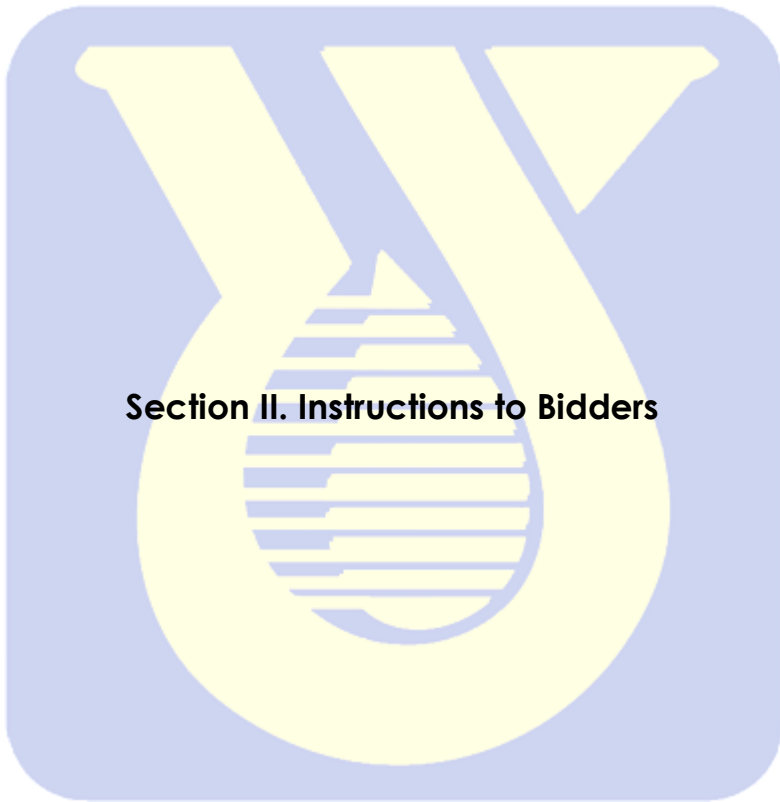
Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. A complete set of Bidding Documents may be purchased by interested Bidders from the address below upon payment of nonrefundable fee for the Bidding Documents in the amount of Ten Thousand Pesos. (P 10,000.00) from November 11, 2020 to December 1, 2020. Payment shall only be accepted on or before 10:00 in the morning of December 1, 2020. Payments to be made after the specified time shall not be accepted.
5. The Baliwag Water District will hold a Pre-bid Conference on November 19, 2020 (Thursday) at 2:00 in the afternoon in Baliwag Water District Function Hall.
6. Bids must be delivered on or before 10:00 in the morning of December 1, 2020 (Tuesday) at Baliwag Water District Office for disinfection purposes. Bid opening will start at 2:00 in the afternoon at Baliwag Water District Function Hall. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18 – Bid Security.

Bids will be opened in the presence of the bidders' authorized representatives who choose to attend at the address below. Bids shall be presented strictly in chronological order based on the checklist of eligibility requirements (Technical and Financial) provided in the bidding documents. Late bids shall not be accepted.

7. The Baliwag Water District 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, without thereby incurring any liability to the affected bidder of bidders.
8. For further information, please refer to:

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Baliwag Water District
Col. Tomacruz St., Poblacion, Baliwag, Bulacan
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Section II. Instructions to Bidders

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity as defined in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications. The name and identification number of the Contract is provided in the **BDS**.
- 1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.16.

2. Source of Funds

The Procuring Entity has a budget or has applied for or 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 for the Works.

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the BDS, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
 - (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; and
 - (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 corrupt or fraudulent practices in competing for the Contract; and

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or in executing, a Contract funded by the Funding Source.

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

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

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) 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. This will include a firm or an organization 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;

(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 temporary 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, 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; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) 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 indicated 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 seventy five percent (75%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and
 - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint

venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government Corporate Entities 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 dependent agencies of the GOP or the Procuring Entity.
- 5.4. (a) Unless otherwise provided in the **BDS**, the Bidder must have completed, within ten (10) years from the submission of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the National Statistics Office consumer price index.

(b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

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

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a Commitment from a Universal or Commercial bank to extend a credit line in its favor if awarded the contract for this project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (K)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.}$$

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. 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 10.3.
 - (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 Head of the Procuring Entity 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 the Act in relation to other provisions of Republic Act 3019; and
 - (j) Complying with existing labor laws and standards, if applicable.

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of

the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

- 6.5. 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.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. 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. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods and Services

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

8. Subcontracts

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works 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 Works shall be disallowed.
- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

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 of and receipt of bids. 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.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

- 10.1. Bidders who have purchased the Bidding Documents may request for clarification(s) on any part of the Bidding Documents or for an interpretation. Such a 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. Supplemental/Bid Bulletins may 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.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. Unless, otherwise provided in the **BDS**, it shall be the responsibility of all Bidders who secure 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 Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case 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) Department of Trade and Industry (DTI) business name registration or SEC Registration Certificate, whichever may be appropriate under existing laws of the Philippines, supported with the necessary information using the prescribed forms
- (ii) Articles of Incorporation, Partnership or Corporation, whichever is applicable, including amendments thereto, if any
- (iii) Valid and current Mayor's permit/municipal license
- (iv) BIR Registration Certification, which contains the Taxpayer's Identification Number
- (v) Statement of the prospective bidder that it is not "blacklisted" or barred from bidding by the government or any of its agencies, offices, corporations or LGU's including non-inclusion in the Consolidated Blacklisting Report issued by the GPPB or CIAP
- (vi) Sworn affidavit if the bidder that it is not related to the head of procuring entity, members of the BAC, TWG and Secretariat and members of the PMO, and the designers of the project, by consanguinity or affinity up to the third civil degree
- (vii) Certification under oath that each of the documents submitted in satisfaction of the eligibility requirements is an authentic and original copy, or a true and faithful reproduction of the original, complete, and that all statements and information provided therein are true and correct
- (viii) Letter authorizing the BAC or its duly authorized representative/s to verify any or all of the document submitted for eligibility check
- (ix) Valid joint venture agreement, in case of a joint venture
- (x) PHILGEPS Registration

(b) Technical Documents –

- (i) Statement of ongoing and similar completed government and private contracts within ten (10) years, including contracts awarded but not yet started which shall include the following
 - (i.1) Name and location of the Contract
 - (i.2) Date of the Award of the Contract
 - (i.3) Contract Duration
 - (i.4) Owner's name and address
 - (i.5) Nature of work

- (i.6) Contractor's role (whether sole or sub-contractor or partner in a joint venture)
- (i.7) Total contract value at award
- (i.8) Date of completion or estimated completion time
- (i.9) Total contract value at completion
- (i.10) Percentages of planned and actual accomplishments
- (i.11) Value of outstanding works, if applicable
- (i.12) Notices of award and/or notices to proceed issued by the owners
- (i.13) Certificate of completion and owners acceptance, if applicable
- (i.14) Whether the contract is similar or not in nature and complexity with the contract to be bid
- (ii) Philippine Contractors Accreditation Board (PCAB) license and registration

13. Documents Comprising the Bid: Financial Component

- 13.1. Two year latest audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions for the immediately preceding calendar year, showing among others the total assets and liabilities.
- 13.2. Computation of Net Financial Contracting Capacity (NFCC), or
- 13.3. Certificate of commitment specific to the contract at hand, issued by a licensed bank to extend to the bidder a credit line if awarded the contract, or
- 13.4. A cash deposit certificate certifying a hold out on cash deposits issued by a licensed bank, which shall also be specific to the contract to be bid, in an amount not lower than that set by the procuring entity in the Bidding Documents, which shall be at least equal to ten (10%) of the approved budget for the contract.

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. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will

cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. 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 the recommendation of the Procuring Entity. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

- 16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.
- 16.2. If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

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 bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Amount of Bid Security (Equal to Percentage of the ABC)	
(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.	Two percent (2%)
(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; and/or	Five percent (5%)
(d) Bid Securing Declaration	As per GPPB Resolution #16-2020. Suspension from being eligible for bidding for a period of two (2) years
(e) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by local government units, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

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 motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid 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 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB** Clause 18.2.

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 27.3(b);

(iii) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB** Clause 28.2;

(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 Lowest Calculated and Responsive Bid;

(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 favor;

(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 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

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 IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 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.
- 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 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. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

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.

Bidders shall submit one (1) set of ORIGINAL BID and four (4) sets of duplicate copies of bid.

- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible 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 identified in **ITB** Clause 10.1;
- (d) bear the specific identification of this bidding process indicated in the Invitation to Bid; 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. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

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.

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, properly identified, 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.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder 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 first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, 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".
- 24.2. 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 13.1(b), 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.
- 24.3. 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. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (vi).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents enumerated in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(vi) by any of the joint venture partners constitutes compliance.

- 24.7. A Bidder determined as "failed" has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the request for reconsideration or protest has been resolved.

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 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. Detailed Evaluation and Comparison of Bids

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

27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:

- (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 highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

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

- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid BDS. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

28. Post Qualification

- 28.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- (a) Tax clearance per Executive Order 398, Series of 2005;
 - (b) Latest income and business tax returns in the form specified in the **BDS**;
 - (c) Certificate of PhilGEPS Registration; and
 - (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

Failure of the Bidder declared as LCB to duly submit the requirements under this Clause or a finding against the veracity of such, shall be ground for forfeiture of the bid security and disqualification of the Bidder for award.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid 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 Lowest Calculated and Responsive Bid is determined for contract award.
- 28.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or -controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
 - (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 Government 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 head of the procuring entity;
- (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
- (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

- (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 Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).
- 30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:
 - (i) Valid JVA, if applicable, within ten (10) calendar days;
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive

Agreement mentioned in **ITB** Clause 12.1 (a)(iv);

- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
 - (d) Performance Security;
 - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
 - (f) Notice of Award of Contract; and
 - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price as stated in the **BDS** in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
(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.	
(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; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity shall initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the Lowest Calculated and Responsive Bid is identified and selected for 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.

33. Notice to Proceed

- 33.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.
- 33.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.



Bid Data Sheet

ITB Clause	
1.1	The PROCURING ENTITY is BALIWAG WATER DISTRICT (BWD) . The name of the Contract is Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm Free Board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works.
2	The Funding Source is: The Government of the Philippines (GOP) through Loan from Development Bank of the Philippines (DBP) in the amount of Nine Million Pesos, (PhP9,000,000.00).
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4	No further instructions. For this purpose, similar contracts shall refer to Glass-Fused or Epoxy-Coated to Steel Bolted Tank
8.1	Subcontracting is not allowed.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on time and address below: NOVEMBER 19, 2020 at 2:00 IN THE AFTERNOON BALIWAG WATER DISTRICT FUNCTION HALL BWD Bldg. Col. Tomacruz St. Poblacion, Baliwag, Bulacan
10.1	The Procuring Entity's address is: BALIWAG WATER DISTRICT BWD Bldg. Col. Tomacruz St. Poblacion, Baliwag, Bulacan Telephone No. (044) 766-2618 Email address: bacsecretariat@baliwagwd.com / www.baliwagwd.com
10.3	No further instructions.
12.1	No further instructions.
12.1 (a)(i)	No other acceptable proof of registration is recognized
12.1 (a)(iv)	PCAB CONTRACTOR'S LICENSE: LICENSE PARTICULARS: Principal Classification: General Engineering Other Classification: Water Supply Category (Minimum Requirement): D REGISTRATION PARTICULARS: Kind of Project: Reservoir Respective Size Range : SMALL B
12.1 (a)(iv)	The financial component of the Bid shall be contained in the second envelope. In addition, the Bidder shall submit the <i>other required documents</i> to be included in the second envelope as follows: 1. Filled-up and signed prescribed form of the BILL OF QUANTITIES with their Bid Prices as indicated in Section VIII of the bidding documents. 2. Detailed Cost Estimates for each pay item in the Bill of Quantities. The Direct Cost shall show itemized computation of materials, labor, equipment rental, fuel and oil. The Indirect Cost such as overhead/contingencies/miscellaneous, profit and the applicable taxes as required by law shall also be shown in coming up with the bid. " <i>Follow the prescribed form for this purpose as indicated in Section IX of the Bidding Documents</i> ".

	<p>3. Price lists indicating the unit prices of construction materials, labor rates and equipment rentals. "Follow the prescribed form for this purpose as indicated in Section IX of the Bidding Documents".</p> <p>4. Cash Flow by quarter and payments schedule.</p>
13.1 (b)	The ABC is Nine Million Pesos (Php9,000,000.00) . Any bid with a financial component exceeding this amount shall not be accepted.
14.2	No further instructions.
15.4	No further instructions.
16.1	The bid prices shall be quoted in Philippine Pesos.
17.1	No further instructions.
18.1	No further instructions.
18.2	No further instructions.
20.3	Each Bidder shall submit one (1) original and four (4) duplicate copies of the technical and financial components of its bid, labeled accordingly.
21	<p>The address for submission of bids is:</p> <p>ROBERTO G. ESTRELLA, BAC Chairman BALIWAG WATER DISTRICT BWD Bldg. Col. Tomacruz St. Poblacion, Baliwag, Bulacan</p> <p>The deadline for submission of bids is on or before 10:00 in the morning of December 1, 2020</p>
24.1	<p>The place of bid opening is:</p> <p>BALIWAG WATER DISTRICT FUNCTION HALL BWD Bldg. Col. Tomacruz St. Poblacion, Baliwag, Bulacan</p> <p>The date and time of bid opening is December 1, 2020 at 2:00 in the afternoon</p>
24.2	No further instructions.
27.3(b)	Bid modification is allowed but is limited to typographical errors and arithmetical errors of the Bill of Quantities only.
27.4	No further instructions.
27.6	The taxes, such as but not limited to, value added tax (VAT), income tax, local taxes and other fiscal levies and duties shall be itemized in the bid form and reflected in the detailed estimates.
28.2	Failure to submit the Tax Clearance, Latest Income and Business Tax Returns and Certificate of PhilGEPS Registration within the non-extendible period of three (3) days shall result to forfeiture of bond.
28.2(b)	Bidders have option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).
32.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of (10% of the Contract Price), if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of (30% of the Contract Price) if performance security is in surety Bond; or 3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.
33.2	The effective date of the Contract shall be indicated in the Notice to Proceed, which date shall not be later than seven (7) calendar days from its issuance.

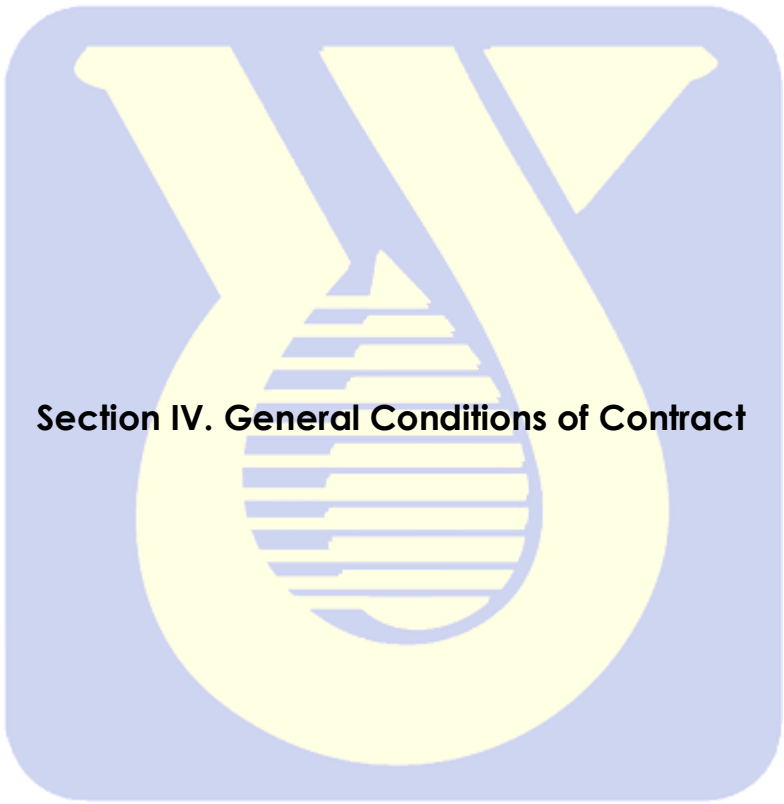
Checklist of Technical & Financial Envelope Requirements for the Bidders

The Technical Component shall contain the following:

- Bid Security
- Authority of the signing official
- Duly Signed Construction Schedule and S-Curve
- Duly Signed Manpower Schedule
- Duly Signed Construction Methods in Narrative Form
- Duly Signed Contract Organizational Chart
- Duly Signed List of Contractor's Key Personnel (Project Manager; Project Engineer; Materials Engineer and Foreman)
- Duly Signed List of Contractor's Equipment (Owned, Leased or under purchase agreement Procurement of Services)
- Duly Signed Equipment Utilization Schedule
- Duly Signed Affidavit of Site Inspection
- Commitment from the contractor's bank to extend to him a credit line if awarded the contract to be bid, or a cash deposit equivalent to 10% of the ABC
- Duly Signed Construction Safety Plan and Health Program
- Duly Signed Notarized Certificate in compliance with the existing labor laws and standards
- Duly Signed Statement attesting to have complied with responsibilities listed in GPRA IRR-A Section 17.7.1

Financial Component shall contain the following:

- Duly Signed Bid Form
- Duly Signed Bid Prices in the Bill of Quantities
- Duly Signed Detailed Estimates
- Duly Signed Cash Flow by Quarter and Payments Schedule



Section IV. General Conditions of Contract

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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 Price** is the price stated in the Letter of Acceptance and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.
- 1.6. **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.
- 1.7. 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.
- 1.8. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.9. **Days** are calendar days; months are calendar months.
- 1.10. **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.
- 1.11. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.12. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.13. 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.
- 1.14. **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.
- 1.15. **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.
- 1.16. 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.

- 1.17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.18. 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.
- 1.19. **Permanent Works** 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.
- 1.20. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.21. The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.22. 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.
- 1.23. 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.
- 1.24. **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.
- 1.25. **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.
- 1.26. **Specifications** means 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.
- 1.27. 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.
- 1.28. 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.
- 1.29. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.30. **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).

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 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 **ITB** 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. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

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. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.
- 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. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GCC** Clause 40.3.

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 Head of the Procuring Entity 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	Minimum Amount in 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 Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall 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:
- 16.2. 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;
- 16.3. 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
- 16.4. The Contractor:
 - (a) 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;
 - (b) 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;
 - (c) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - (d) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
 - (e) sub-lets any part of this Contract without approval by the Procuring Entity.
- 16.5. All materials on the Site, Plant, Equipment, and Works 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 Head of the Procuring Entity 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 Head of the Procuring Entity 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) aforementioned, 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 Head of the Procuring Entity 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 Head of the Procuring Entity shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity 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 Head of the Procuring Entity 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 Head of the Procuring Entity.

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 Arbitrator, 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 Head of the Procuring Entity.

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.

- 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 therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (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 **ITB** 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 therefor.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an "on demand" Bank guarantee in a form acceptable to the Procuring Entity.

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 Head of the Procuring Entity 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 Head of the Procuring Entity for approval.
 - (b) The procuring entity's representative/Project Engineer, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity's to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the procuring entity's representative/Project Engineer.
 - (c) The, procuring entity's representative/Project Engineer, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity or his duly authorized representative for consideration.
 - (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.
 - (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of 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 effective order of 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 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 Head of the Procuring Entity. 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 adjustment 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 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	
1.16	The Intended Completion Date is Two Hundred (210) calendar days which will commence within seven calendar days from receipt of the Notice to Proceed.
1.21	The Procuring Entity is BALIWAG WATER DISTRICT , Col. Tomacruz St. Poblacion, Baliwag, Bulacan
1.22	The Procuring Entity's Representative is ARTEMIO F. BAYLOSIS General Manager BALIWAG WATER DISTRICT Col. Tomacruz St. Poblacion, Baliwag, Bulacan
1.23	The Site is located at Brgy. San Roque, Baliwag, Bulacan
1.27	The Start Date is within seven days from the receipt of the Contractor of the Notice to Proceed.
1.30	The works to be undertaken under this contract shall include the furnishing of all materials, labor and equipment necessary for the satisfactory completion of the Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm Free Board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works.
2.2	No sectional completion of Works.
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor after a kick-off meeting between authorized representatives of the Procuring Entity and the Contractor.
6.5	The Contractor shall employ the following Key Personnel : <i>[List key personnel by name and designation]</i>
7.4(c)	The Performance security shall cover the period from the time of the signing of the contract until the final acceptance of the project by the government wherein the warranty period as prescribed in Sec. 62.2.2 of the IRR-A of RA 9184 shall have commenced. For this reason, the coverage of the performance security shall include the defects liability period of one (1) year and shall be due for release only after the Certificate of Final Acceptance is issued by the procuring entity. Section 62.2.2 of the IRR-A of RA 9184 Provides that after final acceptance of the project by the Government, the contractor shall be held responsible for structural defects and/or failure of the completed project within 15 years for permanent structures, five years for semi-permanent structures, and 2 years for structures other than those earlier mentioned, from final acceptance, except those occasioned by force majeure and those caused by other parties;
7.7	No further instructions.
8.1	No further instructions.
10	The site investigation reports is: Affidavit of Site Inspection
12.3	No further instructions.
12.5	No further instructions.
13	If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
18.3(h)(i)	No further instructions.
21.2	No further instructions.
34	In case of legal actions requiring court litigation that may arise in the enforcement of the contract, the venue shall be exclusively, to the exclusion of the others, the court of competent jurisdiction in Bulacan.
29.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 10 days of delivery of the Letter of Acceptance.
31.3	No further instructions.

34.3	The Funding Source is the <i>Government of the Philippines</i> through loan from Development Bank of the Philippines (DBP) .
39.1	No further instructions.
40.1	No further instructions.
51.1	The date by which "as built" drawings are required is NOT LATER THAN 2 WEEKS AFTER THE COMPLETION OF THE PROJECT.
51.2	The amount to be withheld for failing to produce "AS BUILT" drawings and operating and maintenance manuals by the date required is equivalent to 10% of the project cost.





Section VI. Specifications

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I. TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 Scope of Work

1.1.1 Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm free board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (sealant type) with Booster Pumps and Piping Works, including foundation, self-supporting tank roof, tank structure and appurtenances and all other items needed to complete the project as shown on the Engineer's drawings, and described herein.

1.1.2 All labor, materials, plant, equipment and tools, as required for the construction of the storage tank shall be included.

1.2 Qualifications of Tank Supplier

1.2.1 The Bidder shall offer new tank structures as supplied from a Manufacturer specializing in the design, fabrication and erection of factory applied Glass-Fused to Steel or Fusion Bonded Epoxy Coated Steel Bolted sectional tanks. The Manufacturer shall own and operate its own production plant, fabricate a Glass-Fused or Epoxy-Coated tank sheets at one location so as to provide full quality control responsibility over product.

1.2.2 The Manufacturer should have proven track record on the fabrication and manufacturing of Epoxy Coated Steel Bolted sectional tanks for a minimum period of 10 years. The Manufacturer should likewise follow Quality Management Assurance procedure audited by a reputable third-party institution such as ISO and other International organization on the place of manufacturer.

1.3 Evaluation

1.3.1 The End-user shall fully consider the lifetime cost implications of the diverse range of tank sheet coatings and finishes available and reserves the right to evaluate all bids based on an internationally approved lifetime cost analysis.

1.3.2 As a minimum, the End-user shall consider such cost implications over a 25-year operational period.

1.3.3 The End-user will add all such costs, dependent upon the type of tank offered, to the Bidder's bid price to determine the effective low bid for purposes of making the award.

1.4 Submittal Design, Plans and Drawings

1.4.1 Construction shall be governed by the Owner's plans and specifications showing general dimensions and construction details, after approval by the End-user of submittal drawings prepared by the Manufacturer.

1.4.2 There shall be no deviation from these drawings and specifications except upon written order or approval from the Engineer.

1.4.3 Submittal, design, plans and drawings shall show as a minimum:

1. Soil test report / Geotechnical Report
2. Structural Design Computation (Foundation, Tank Wall, Roof and others)
3. Complete Construction Plan and Tank Erection / Installation Plan with joint and foundation attachment details and other needed blow-up details.
4. Tank assembly (general arrangement drawing) with positions of appurtenances.
5. Roof details (if applicable).
6. Electrical Plan (Schematic Diagram of Electrical System and Motor Controls with complete details and specifications)
7. Mechanical Plan and Layout with complete details and specifications
8. Dimension, color, description of materials and other pertinent information.

1.4.4 The Bidder is required to furnish, for the review and approval by the End-user, two sets of construction drawings for all work not shown in complete detail on the bidding drawings.

1.4.5 When approved, one set of drawings will be returned to the Bidder marked "APPROVED FOR CONSTRUCTION" and these drawings will then govern the scope of work detailed thereon. The approval by the End-user of the tank supplier's drawings shall be on approval relating only to their general conformity with the bidding drawings and specifications and shall not guarantee detailed dimensions and quantities, which remains the Bidder's responsibility.

2. DESIGN CRITERIA

2.1 Design Standards

2.1.1 The tank plate/sheet materials, design, manufacture, fabrication and erection of the sectional tank shall conform to AWWA and/or BS EN ISO Standards

2.1.2 The manufacturing process should strictly follow the indicated procedures below as a minimum to ensure the product quality.

2.1.2.1 Raw steel sheets.

2.1.2.2 Sheet punching and cutting, including pipework cut-outs.

2.1.2.3 Grit blasting.

2.1.2.4 Sheet rolling.

2.1.2.5 Pre-treatment. Degreasing, application of bonding agent, and rinsing.

2.1.2.6 Flash drying.

2.1.2.7 Pre-heating prior to epoxy application.

2.1.2.8 Electrostatically applied thermoset resin fusion bonded epoxy.

2.1.2.9 'Green' curing.

2.1.2.10 Ultra-durable polyester topcoat application.

2.1.2.11 'Crosslink' curing.

2.1.2.12 Sheet cooling.

2.1.2.13 End of line inspection. Visual and High Voltage Testing of every panel (100%) to 1500volts, subject to grade and color.

2.1.2.14 Packing.

- 2.1.3 Structures are to be engineered with a predicted minimum 25-year design life and incorporate the relevant international design standards giving consideration to the design loads specified in Section 2.3.

2.2 Tank Size and Capacity

Nominal Diameter:	12.8 m
Sidewall Height:	4.08 m
Nominal Capacity:	500 m ³
Minimum Free board	300 mm
Finished Floor Elevations:	300 mm above NGL

2.3 Design Loads

Roof Live Load:	0.75 kN/m ²
Wind Speed:	243 kph
Soil Bearing Capacity:	2,000 psf
Seismic Zone:	4
Specific Gravity of Liquid:	1
Pressure:	Atmospheric
Vacuum:	Atmospheric

2.4 Tank Accessories

- 2.4.1 One (1) Self-supporting, through deck roof, comprising of galvanized primary trusses and secondary purlins, single sided plastisol sheeting and perimeter flashing.
- 2.4.2 One (1) 250mm GRP Roof Vent.
- 2.4.3 One (1) Aluminum spiral staircase with landing 1m x 1m (working area) access platform with 1.1 m high handrails, mesh floor and toe boards.
- 2.4.4 One (1) standard 600mm diameter hinged mild steel galvanized low-level access manway.
- 2.4.5 One (1) standard 300mm square roof GRP roof inspection hatch.
- 2.4.6 Two (2) – 150mm. Diameter Galvanized Wall Flange Connection

3. MATERIALS

3.1 Plates and Sheets

- 3.1.1 Plates and sheets used in the construction of the tank shell, optional floor and roofs, shall comply with International Standards. Such sheets shall be produced by a hot rolling process and shall be sourced from reputable International steel mills.

- 3.1.2 All sheet material will be supplied in accordance with BS EN 10025 or BS EN 10149-2. Mill certificates can be provided upon request and prior agreement.
- 3.1.3 Raw materials delivered to the Manufacturer's plant shall be tested/inspected to ensure compliance with the Manufacturer's requirements for strength.
- 3.1.4 Test Certificates issued and conducted by third party reputable international organization shall be available for the End-user for inspection if required. Such Certificates may be requested before the time of issue of the Purchase Order.

3.2 Sealant

- 3.2.1 The sealant shall be used to seal lap joints, bolt connections and sheet edges. The sealant shall cure to a rubber-like consistency and have excellent adhesion to the glass coating, have low shrinkage, and be suitable for interior and exterior exposure.
- 3.2.2 The sealant shall be a one component moisture cured polyurethane compound.
- 3.2.3 EPDM or Neoprene gaskets and tape type sealing material shall not be used other than for shell manway door/hatch.

4. COATING STANDARDS & PERFORMANCE

- 4.1 Internal Coating – Thermoset resin fusion bonded epoxy. The below results are based on a coated steel plate sample, prepared in accordance with the indicated standard. Results indicated shall be minimum requirements for strict compliance by the Manufacturer.

Application	Test	Result
Dry film thickness	Industry standard device	320µm - 650µm (13-26mils) and an average of 400µm (16mils)
PH range		PH 2-13
Corrosion resistance (Acetic salt spray test)	EN ISO 9227	Pass - 0mm creep from scribe at 1440hrs
Hot water immersion 90 days, 75°C	EN ISO 21809-2	Pass rating 1
Humidity	EN ISO 6270-2	Pass - 1000 Hrs
Adhesion	EN ISO 21809-2	Pass - 0mm
Hardness	EN ISO 2815 - Bucholtz Hardness Test	Pass - Indentation resistance = 91
Impact resistance	EN ISO 6272-2	Pass >15J
Abrasion resistance	Abrasion wheel ASTM 4060	CS17,1000g,1000 cycles < 27mg
Chemical immersion	50% NaOH, 50% H2SO4	Meets / Exceeds industry standard
Holiday test	1500v	100% defunct free at test voltage

- 4.2 External Coating – Ultra durable polyester. The below results are based on a coated steel plate sample, prepared in accordance with the indicated standard. Results indicated shall be minimum requirements for strict compliance by the Manufacturer.

Application	Test	Result
Dry film thickness	Industry standard device	100µm - 180µm (4-7mils) and an average of 125µm (5mils)
Corrosion resistance (Acetic Salt Spray Test)	EN ISO 9227	16mm creep from scribe at 1000 Hrs
Humidity	EN ISO 6270-2	Pass - 1000Hrs
Adhesion	EN ISO 21809-2	Pass - 0mm
Hardness	EN ISO 2815 - Buchholtz Hardness Test	Pass - Indentation Resistance = 80
Impact resistance	EN ISO 6270-2	2.5Nm/22 inch-pound (no sign of detachment)
Weathering	EN ISO 16474-2	Pass -1000Hrs, residual gloss ≥90%, Colour change ΔE ≤50% according to Qualicoat requirements (appendix A7)
Weathering	EN ISO 16474-3	Pass - 600Hrs, Residual gloss ≥ 50%

4.3 Packing

- 4.3.1 All finished sheets shall be handled within the manufacturing plant using magnetic or suction pads.
- 4.3.2 All approved sheets shall be protected from damage prior to packing for shipment.
- 4.3.3 All sheets shall be packed with a suitable membrane between the sheets.
- 4.3.4 Individual stacks of sheets shall be wrapped in a specified heavy-duty plastic and steel banded to special pallets built to the roll radius of the tank sheets where necessary. This procedure eliminates contact movement of finished sheets during shipment.
- 4.3.5 Transportation of finished products shall be by dedicated hauler.

5. ERECTION

- 5.1 Field erection shall be in accordance with the procedures outlined in the Manufacturer's Construction Guide and performed by an Authorized Distributor of the tank Manufacturer, regularly engaged in erection of these tanks or a suitably qualified specialist subcontract builder under the control and supervision of the Authorized Distributor.
- 5.2 Field erection shall conform to Occupational Safety Standard for erection and should be undertaken by a qualified tank erector certified by the tank manufacturer.

- 5.3 Tank lap joint should be done in such a way that seam will follow a straight seam connection and should be in accordance with Manufacturer's Erection manual.
- 5.4 Leveling and circularity of the first ring of sheets shall be required. The maximum level differential within the ring shall not exceed 2mm, nor exceed 1mm within any 3m length.
- 5.5 Particular care shall be taken in handling and bolting of the tank sheets and members to avoid abrasion of the coating system. All surface areas may be visually inspected by the End-user during construction and prior to liquid tests.
- 5.6 An electrical Holliday test shall be performed on-site on all contact surfaces of the tank shell sheets during or following construction using a 9-volt leak detection device. Any electrical leak points found on the contact surface shall be repaired in accordance with the Manufacturer's published touch up procedure. After completion of tank build and hydraulic testing the End-user shall sign the Manufacturer's standard Certificate of Satisfaction issued by the Authorized Tank Distributor.
- 5.7 No backfill or mechanical loads shall be placed on the tank sidewall without prior written approval and design review by the tank Manufacturer. Any backfill shall be placed according to the instructions of the Manufacturer.

6. APPURTENANCES

The ancillary items of equipment should be installed as shown on the plans and as detailed in these specifications. They may include, but are not restricted to the following items:

- 6.1 Outside Tank Ladder
 - 6.1.1 An aluminum spiral staircase with landing 1m x 1m (working area) access platform with 1.1m high handrails, mesh floor and toe boards.
- 6.2 Inside Tank Ladder
 - 6.2.1 An internal ladder, if required, shall be installed below the roof hatch and shall be fabricated in galvanized mild steel, or stainless steel or GRP (Glass Reinforced Plastic) and be in accordance with BS 4211 Class A or OSHA 1910.27.
- 6.3 Access/Inspection Platform
 - 6.3.1 A 1m square galvanized steel platform shall be installed to allow safe access to the roof hatch. Platform shall be in accordance with BS 4592 or OSHA 1910.27.
- 6.4 Shell Access Manway
 - 6.4.1 One galvanized or epoxy coated circular manway having an opening size of 600mm diameter shall be provided in the middle of the tank sheet clear of any vertical and horizontal bolt seams. The manway shall include a reinforcing frame and cover plate with a hinged support for cover removal. The manway cover plate shall be sealed with an approved sealing system.
- 6.5 Inlet, Outlet, Overflow Connections and Drain Pipe Connections

- 6.5.1 All galvanized or epoxy coated inlet, outlet and overflow connections shall conform to the sizes specified on the submittal drawings and shall be located so as to avoid vertical and horizontal bolt seams. Positions shall be agreed between the End-user and the Authorized Tank Distributor.
- 6.5.2 Where connections are shown to pass through tank sheets, these shall be pre-cut by the tank Manufacturer during the manufacturing process.
- 6.5.3 When necessary openings may be field located, saw cut, (acetylene torch cutting, grinding or welding is not permitted) and shall utilize an interior and exterior flange assembly.
- 6.5.4 Polyurethane sealant shall be applied on any cut sheet edges or bolt connections.
- 6.5.5 Inlet, outlet and overflow connections shall be galvanized or epoxy coated steel.
- 6.5.6 Drain pipe connections shall be Polyethylene Pipe SDR 11.

7. FIELD TESTING

7.1 Leak Test

- 7.1.1 Following completion of erection, low voltage electrical testing and cleaning of the tank, (and making due allowance for the full curing of the sealants) the structure shall be tested for liquid tightness by filling to its overflow elevation for a 24 hour period.
- 7.1.2 Any leaks disclosed by this testing shall be corrected by the erector in accordance with the Manufacturer's recommendations.
- 7.1.3 Water required for testing shall be provided by the Contractor upon the completion of tank erection. Disposal of test water shall be the responsibility of the Contractor.
- 7.1.4 Labor and equipment necessary for tank testing shall be included in the price of the tank. Upon satisfactory completion of the 24hrs hydraulic leak test the End-user shall sign the Manufacturer's Certificate of Satisfaction issued by the Authorized Tank Distributor.

8. DISINFECTING

8.1 Polyurethane Sealants

- 8.1.1 Disinfection shall not take place until the polyurethane joint sealant is fully cured (10 to 12 days @ 21°C 50% Relative Humidity).
- 8.1.2 The tank shall be disinfected for use by chlorination in accordance with Method 3 of ANSI/AWWA C-562-02 as amended by the Manufacturer.

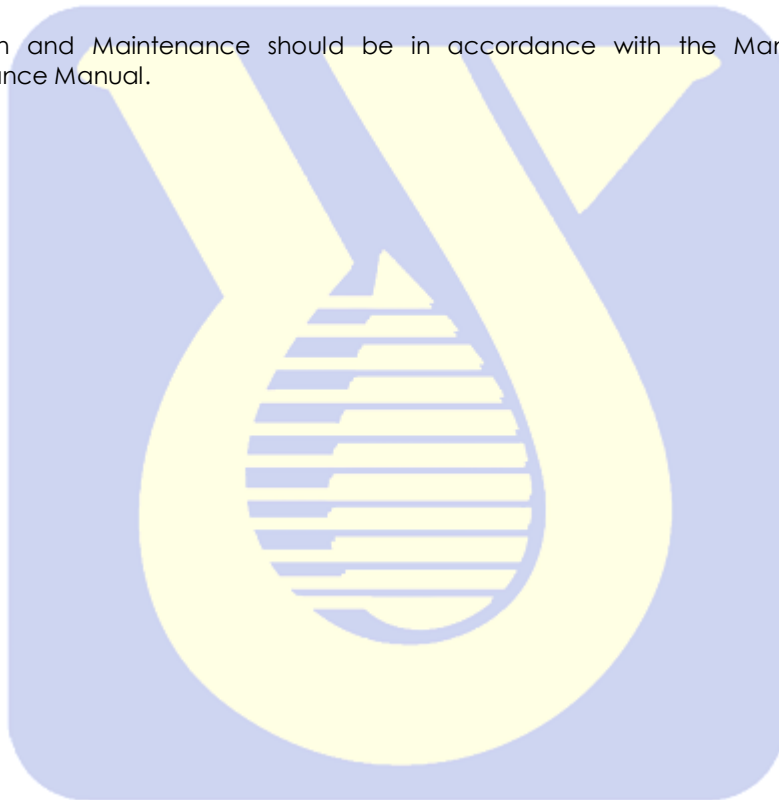
9. FIVE (5) YEARS EXTENDED WARRANTY ON TANK COATING

- 9.1 If, within sixty calendar months from the date of delivery of the tank, any damage in the tank coating thereof, that is proven to be defective by reason of poor design, materials or manufacturing upon examination by the Manufacturer or its Authorized Distributor, the Manufacturer shall supply an identical or similar replacement part or at its own option shall repair the damaged or defective part.

The Bidder shall submit a Certification indicating the Five (5) Years Extended Warranty for the Tank Coating.

10. INSPECTION AND MAINTENANCE

- 10.1 Inspection and Maintenance should be in accordance with the Manufacturer's Inspection and Maintenance Manual.



II. FOUNDATION CONSTRUCTION (AS PER APPROVED DESIGN BY STRUCTURAL ENGINEER)

1.0 SCOPE

The work includes all earthwork for all operations in connections with excavation, filling, backfilling, and finish grading, complete.

2.0 EXCAVATION

Excavation shall be made to the depths indicated, reckoned either from the natural ground line or the finished grade, whichever is lower. The indicated depth is the minimum requirement for excavation. However, if in the opinion of the Engineer, the soil bearing pressure is not attained at the indicated depth, the Contractor shall extend the excavation until the required soil bearing pressure is obtained.

All excavations shall extend to a sufficient distance from walls and footings to allow for the proper erection and dismantling of forms, installation of service lines and for inspection. In case suitable bearing materials are encountered at elevations other than those specified or shown on the drawings the Engineer, at his discretion, may direct in writing the excavation above or below those indicated on the drawings. All excavations shall be inspected and approved by the Engineers before pouring any concrete, laying underground service or placing backfill materials. The Contractor shall control the grading in the vicinity of all excavated areas to prevent surface drainage running into excavations. Water which accumulates in excavated area shall be removed by pumping or by approved methods, before filling or pouring concrete.

3.0 BACKFILLING

- 3.1 After the forms are removed, all trash, wood chips and other debris shall be removed from areas to be backfilled. Backfill materials shall consist of approved site excavated materials, and shall be free from brush, roots and other undesirable materials which would be detrimental to compaction requirements.
- 3.2 No backfill shall be placed against wall or other vertical surfaces until they have been inspected and backfilling is authorized.
- 3.3 Trenches shall not be backfilled until lines have been tested and approved by the engineer. Material for backfill shall be approved as specified above and shall be carefully placed and compacted as to a density equal to the adjacent area. Approved hand tampers shall be used for compacting fill material in trenches.

4.0 PLACING AND COMPACTING FILL

4.1 Materials

- 4.1.1 Common fill shall be approved materials free from roots and stumps. Earthfill shall be used if site excavated material are rejected or insufficient.
- 4.1.2 Selected fill: Material shall be placed where specified and indicated on the plan and shall be consist of gravel, crushed gravel, crush rock or combination thereof. The material shall be free from rocks larger than 100mm in size, vegetable matter or other undesirable matters and shall be thoroughly compacted after placing.
- 4.1.3 Placing fill: Before placing fill materials, the surface upon which it will be placed shall be cleared of all brushes, roots, vegetable matters and debris, scarified and thoroughly wetted to ensure good bonding between the ground and the fill materials. Fill in the contact with new concrete work shall not be placed until at least 48 hours after removal of forms.
- 4.1.4 Compaction: Fills shall be evenly spread in horizontal layers of not more than 200mm in thickness. Each layer shall be wetted and compacted by approved mechanical compaction machine, roller or portable, to a density of at least 90 percent of its maximum density for non-cohesive soils as determined by ASTM Methods D-1557, or AASHTO Method T-180.

5.0 DISPOSAL OF EXCESS MATERIALS

Any excess material resulting from the finish grading operations, not required unsuitable for fill or backfill, shall be disposed of by the Contractor at his own expense.

6.0 CONCRETE WORKS:

DESCRIPTION OF WORK:

The work includes the provision of cast-in-place concrete. In the ACI publications referred to herein, the advisory provision shall be considered to be mandatory, as though the word "shall" has been submitted by "should" wherever it appears: reference to the "Building Official" the "Structural Engineer" and the "Architectural/Engineer" shall be contracted mean the Contracting Officer.

SUBMITTALS

- 6.1.1 Shop Drawings Reproduction of contract drawings are unacceptable.
- 6.3.1. Shop Drawings for reinforcing steel: ACI 315. Indicate bending diagrams, assembly diagrams, splicing and laps of bars, shapes, dimensions, and details of bar, reinforcing, accessories and concrete cover. Do not scale dimension from structural drawings to determine lengths of reinforcing rods.
- 6.1.2 Contractor Mix Design: Thirty days minimum prior to concrete placement, submit a mixed design for each strength and type of concrete furnish a complete list of materials including type, brand source and amount of cement, and a mixture, applicable reference specifications; and copies of test reports showing that the mix has been successfully tested for produce concrete with the properties specified and will be suitable for the job conditions. Provide fly ash pozzolan test results performed within six months of substantial date. Obtain approval before concrete placement. Submit additional data regarding concrete aggregates if the source of aggregates changes.
- 6.1.3 Certification of Compliance
 - a. Aggregates
 - b. Admixtures
 - c. Reinforcement
 - d. Cement

DELIVERY

Do not deliver concrete until vapor barrier, forms reinforcement, embedded items, and chamfer strips are in place and ready for concrete placements.

STORAGE

ACI 301 for job site storage of concrete aggregates. Store reinforcement of different sizes and shapes in shapes in separate on piles racks raised above the ground to avoid excessive rusting. Protects from contaminants such grease, oil, and dirt. Provide for accurate identification after bundles are broken and stags removed.

PART 2

PRODUCTS

2.1 CONCRETE

2.1.1 Contractor-Furnished Mix Design: ACI 211.1 and ACI 301. Concrete shall have a 28 day compressive strengths specified or indicated on the drawings. Provide ASTM C33 aggregate size no. 57 and 67. The maximum chloride content shall not exceed one percent.

2.1.1.1 Slump Requirements:

The allowable slump shall be as follows:

ELEMENT	SLUMP	INCHES	MINIMUM,	MAXIMUM
Walls, columns, and grade beams	2		2	4
Floors, exterior slabs, and other	1		1	3
Building of construction				

2.1.2 Minimum 28-day concrete cylinder compressive strength shall conform to the latest ACI 318 requirements:

- 2.1.2.1 Footings and beams on grade - 3,000 psi.
- Columns, suspended slabs, beams and girders - 4,000 psi.
- Bearing and retaining walls - 4,000 psi.
- Bedded slabs – 2,500 psi.

2.2 MATERIALS

- 2.2.1 Cement ASTM C 150, Type 1.
 - 2.2.2 Water: Water shall be fresh, clean and potable.
 - 2.2.3 Aggregates: ASTM C 33, Class IN or 2N, except as modified herein. Obtain aggregates for exposed concrete surfaces from one source. Aggregates shall not contain substance which may be deleteriously reactive with the alkalies in the cement. Aggregates shall consist of the gravel: crushed gravel, or crushed stone conforming to the requirements of ASTM C 33. Submit test results as required in the ASTM C 33.
 - 2.2.4 Non-shrink Grout: COE CRD-C 621.
 - 2.2.5 Admixtures: Water-reducing retarders shall be used in proportions recommended by the manufacturer. Trial mixes shall be made with the admixture and job materials at temperature and humidities anticipated on the project. Sampling and testing shall be performed at no cost to the Owner and with the supervision of the project inspector.
 - 2.2.5.1 Retarding: ASTM C 494, Type B, D or G
 - 2.2.5.2 Water Reducing: ASTM C 494, Type A or F
 - 2.2.6 Reinforcement
 - 2.2.6.1 Reinforcing bars: ACI 301 unless otherwise specified. ASTM A 615 including supplementary requirements S1 with the bars marked S, and ASTM A 617 with the bars marked A, grade 40 or 60.
 - 2.2.6.2 Mechanical reinforcing bar Connectors: ACI 301. Provide 125 percent minimum yield strength of the reinforcement bar.
 - 2.2.6.3 Welded Wire Fabric: ASTM A 185 or ASTM A 497
 - 2.2.6.4 Wire: ASTM A 82 or ASTM A 496.
 - 2.2.7 Vapor Barrier: ASTM C 171 polyethylene sheeting, minimum 6 mil thickness
 - 2.2.8 Polyvinylchloride Waterstops: COE CRD-572
 - 2.2.9 Material for curing concrete.
 - 2.2.9.1 Impervious sheeting: ASTM C 171, Waterproof paper, clear or white polyethylene coated- burlap.
 - 2.2.9.2 Impervious sheeting: AASHTO M 182
 - 2.2.9.3 Liquid Membrane-Forming Compound: ASTM C 309, white pigmented, Type 2, Class B, free of paraffin or petroleum
 - 2.2.9.4 Liquid chemical sealer-hardener Compound: Compound shall not contain petroleum resins and waxes. Compound shall not reduce the adhesion of resilient flooring tile, paint, roofing, waterproofing, or other material applied in the concrete.
 - 2.2.9.10 Expansion /Contraction Joint Filler: ASTM D 1751 or ASTM 1752, 1/2 inch thick, unless otherwise indicated.
 - 2.2.9.11 Joints Sealant
 - 2.2.12.1 Horizontal Surface (3 percent slope, maximum):
 - a. Outside Building ASTM D 1190.
 - b. Inside Building ASTM D 1190 or ASTM D 1850
 - 2.2.12.2 Vertical Surfaces (greater than 3 percent slope): ASTM C 920, Type M, Grade NS, Class 25, Use T.
 - 2.2.12.3 Epoxy Bonding Compound: ASTM C 881, Type I, II, Grade I, Class C. Provide Grade 1 and 2 for horizontal surfaces and Grade 3 for vertical surfaces.
 - 2.2.12.4 Lightweight Concrete: Lightweight Concrete shall consist of foam concrete or a mixture with the use of perlite aggregates. Foaming agent shall not contain any aluminum. Materials for lightweight concrete shall be proportioned to obtain a maximum density of 50 pounds per cubic foot for roof and 70 pounds per cubic foot for floors with 28 - day compressive strength of 300 psi and 600 psi respectively, unless otherwise indicated on the drawings.
- 3.1.2.1 Special Requirements for Reduced Time Period Prior to Form Removal. Forms may be removed earlier than specified if ASTM C 39 Test results of field - cured samples from a representative portion of the structure indicate that the concrete has reached 85 percent (minimum) of the design strength.
- 3.13 Reshoring: concrete elements where forms are removed prior to the specified time period. do not permit elements to deflect or accept loads during form stripping or reshoring. Where columns, walls or other load-bearing concrete members are placed in advance of other framing and forms are needed for future use, forms may be stripped after 2 days if loads are not applied to load-bearing members, and if members are cured as

specified in paragraph entitled "CURING and PROTECTION". After forms are removed, slabs and beams over 20 feet in span and cantilevers over 4 feet shall be reshored for the remainder of the specified time period in paragraph entitled "Removal of Forms". Performs reshoring operations to prevent subjecting concrete members to overloads, eccentric loading, or reverse bonding. Reshoring elements shall have the same load-carrying capabilities as original shoring and shall be spaced similar to original shoring. Firmly secure and brace reshoring elements to provide solid bearing and support.

3.2 PLACING REINFORCEMENT AND MISCELLANEOUS: ACI 301.

Provide bars, wire fabric, wire ties, supports, and other devices necessary to install and secure reinforcement. Reinforcement shall not contain rust, scale, oil, grease, clay, and foreign substances that would reduce the bond. Rusting of reinforcement is a basis of rejection has been reduced to less than specified in paragraph entitled "Reinforcement Bars". Remove loose rust prior to placing steel. Tack welding is prohibited.

3.2.1 Vapor Barrier: Provide beneath the on-grade concrete for slab use the greatest widths and lengths practicable to eliminate joints wherever possible. Lap joints a minimum of 12 inches. Remove torn, punctured, or damaged vapor barrier material and provide with new vapor prior to placing concrete. Concrete placement shall not damage vapor barrier material.

3.2.2 Tolerances: Place reinforcement and secure with galvanized or noncorrodible chairs, spacers, or metal hangers. Use concrete or other noncorrodible materials for supporting reinforcement of the ground.

3.2.3 Splicing: AWS D14 except as otherwise indicated or specified. Splices shall be with approved prior to use. Do not splice at points of maximum stress. Overlap welded wire fabric the spacing of the cross wires, plus 2 inches.

3.2.4 Future Bonding: Plug exposed, threaded, mechanical reinforcement bar connections with a greased bolt. Bolt threads shall match the connector. Counter sink the connector in the concrete. Caulk the depression after the bolt is installed.

3.2.5 Cover: ACI 301 for minimum coverage, unless otherwise indicated.

3.2.6 Setting Miscellaneous Material: Place and secure anchors and bolts, pipe sleeves, conduits, and other such items, in position before concrete placement. Plumb anchor bolts and check location and elevation. Temporarily fill voids in sleeves with readily removable material to prevent the entry of concrete.

3.2.7 Construction Joints: Locate joints to least impair strength. Continue reinforcement across joints unless otherwise indicated.

3.2.8 Expansion Joints and Contractions Joints: For slabs on grade, provide at edges of interior floor slabs, adjacent to walls, and as indicated. Make expansion joints 0.5 inch wide except as indicated otherwise. Fill expansion joints not exposed to weather with preformed joint filler material. Completely fill joints exposed to weather with joint filler material and joint sealant. Do not extend reinforcement or other embedded metal items bonded to, the concrete through any expansion joint unless an expansion sleeve is used. Provide contraction joint, either formed or saw cut with a jointing tool, to the indicated depth after surface has been finished. Sawed joints shall be completed within 4 to 12 hours after concrete placement. Protect joints from intrusion of foreign matter.

3.2.9 Waterstops Splices: fusion weld in the field.

3.2.10 Form Tiles and Accessories: the use of wire alone is prohibited. Form ties and accessories shall not reduce the effected cover of the reinforcement.

3.3 MEASURING, MIXING, TRANSPORTING, AND PLACING CONCRETE: ASTM C 94, ACI 301, ACI 302, IR, AND 304, except as modified herein. ASTM C 94. Provide mandatory batch ticket information for each load of ready mix concrete.

3.3.1 Measuring: Make moisture, weight, and air determination at intervals as specified in paragraph entitled "Sampling and Testing". Allowable tolerance for measuring cement and water shall be 1 percent for aggregates, 2 percent, and for admixtures, 3 percent.

3.3.2 Mixing: ASTM C 94. Machine mix concrete: Begin mixing within 30 minutes after the cement has been added to the aggregates. Place Concrete within 90 minutes of either addition of mixing water to cement and aggregates or addition of cement to aggregates if the air temperature is less than 85 degrees F. Reduce mixing time and place concrete within 60 minutes if the air temperature, is greater than 85 degrees funless it can be proven by test results that the time be increased with the specified maximum slump and water cement ratio are not exceeded. Dissolve admixtures in the mixing water and mix in the drum to uniformly distributed the admixture throughout the batch.

3.3.3 Transporting: Transport concrete from the mixer to the forms as rapidly as practicable. Prevent segregation or loss of ingredients. Clean transporting equipment thoroughly before each batch. Do not use aluminum pie or chutes, remove concrete which has segregate in transporting and disposed or as directed.

3.4 SAMPLING AND TESTING

3.4.1 Sampling : ASTM C 172. Collect samples of fresh concrete in perform tests specified. ASTM C 31 for making test specimens. Samples shall be collected at final discharge point.

3.4.2 Testing:

3.4.2.1 Slump Test: ASTM C 143. Take concrete samples during concrete placement. The maximum slump may be increased as specified with the addition of an approved admixture provided that the water cement ration is not exceed. Perform test at commencement placement, when test cylinders are made, and for each batch (minimum) or every 10 cubic yards (maximum) of concrete.

3.4.2.2 Temperature Tests: Test the concrete delivered and the concrete in the forms. Perform tests for each batch (minimum) or every cubic yards (maximum) of concrete.

3.4.2.3 Compressive Strength Tests : ASTM C 39 makes 5 test cylinders for each set in accordance with ASTM C 31. Test two cylinders at 28 days and hold one cylinder is reserve. Provide on set of five (5) concrete cylinders for compressive test not less than once a day, nor less than once a day ,nor less than one (1) set for each 150-cubic yards of concrete , nor less than (1) set for each 5000 square feet of surface area for yards or walls. Double the cylinder collection frequency and number of batches sampled with pumping concrete if the average strength of 28-day test cylinder is less than f'c and a minimum of one cylinder is less than fc minus 300, psi, take six core samples and test. Concrete represented by core test shall be considered structurally adequate if the average of three cores is equal to at least 85 percent of f'c if no single core is less than 75 percent f'c. Locations represented by erratic core strengths shall be retested. Remove concrete not meeting strengths criteria and provide new, acceptable concrete. Repair core holes with non shrink grout match color and finish or adjacent concrete.

3.4.2.4 Air Content: ASTM C 173 or ASTM C 231. Test air-entrained concrete for content at the same frequency as specified for slumps.

3.4.2.5 All costs of initial tests shall be at the Owner's expense, except cost or retests, core tests, load test and other tests performed as result of initial tests failing to meet all specified requirement, in which case costs shall be at the Contractor's expense.

III. STEEL TANK

A. Net Effective Capacity	500 cubic meters effective volume capacity with 300mm freeboard
B. Tank Configuration	
b.1. Diameter	12.8 m
b.2. Height	4.08 m
b.3. Freeboard	300mm

C. Design Criteria

c.1. Potable Water	SG 1.0
c.2. Trough Deck (imposed load)	0.75KN/m ²
c.3. Working Pressure	Atmospheric
c.4 Wind Speed	67.5m/s (243 kph)
c.5. Earthquake/Seismic zone	Zone 4
c.6 Soil Bearing capacity	2,000 PSF

D. Materials Specification

d.1. Steel Wall Thickness	Min (3.0mm thick) Tensile Strength 450N Max (7.0mm thick) Tensile Strength 700N
d.2. Wall Profiles	Glass Fused / Epoxy Powder Coated Hot Rolled Low Carbon Mild Steel Plates or Hot-Rolled Non-Alloy High Strength Plates Grade HR4 to EN 10111:2008
d.3. Steel Grade	HR4 to EN 10111:2008 or S355 to EN 10025:2004 Steel Plate must be treated with a zirconium phosphate solution prior to coating
d.4 Rolled Angles	Mild Steel Grade S275 to EN 10025:2004
d.5 Tank Bolts	M12 Galvanized flange head, high tensile bolt and encapsulated with high impact Polypropylene Copolymer
d.6 Self-Supporting Roof	Single sided trough deck in accordance with BS 5950 Roof structure steelwork is galvanized to EN 1461:1999 conformance
d.7 Nozzles	Epoxy-coated single flange connection

E. Material Coating

e.1 Wall Construction	Glass Fused / Epoxy-coated steel bolted Steel plate must be Glass Fused /epoxy Coated steel pre-treated with a zirconium phosphate solution prior to coating for added protection
e.2 Wall Coatings	Glass Fused / epoxy coated steel 2 coat fire Interior= 7.1 mils approx. (180 microns)
e.3 Colour	Inside-DuPont "Dark Blue" Outside-RAL to be decided by client
e.4 Dry Film Thickness	120 micron minimum
e.5 PH Resistance	2-11
e.6 Temperature Resistance	60 degree Celsius

F. Foundation	Concrete Ring beam (full slab)
G. Tank Floor	Water Proof Concrete Bottom
H. Number of Nozzles & Sizes	1 x 150mm epoxy coated single flange inlet 2 x 150mm epoxy coated single flange outlet 1 x 150mm overflow 1 x 150mm drain w/ gate valve
I. Accessories	
i.1 Internal Ladder	SS316 in accordance with BS EN ISO 1461:1999
i.2 External Ladder	1-Aluminum Spiral Staircase with landing leading to top access platform
i.3 Water Level Indicator	1-Hydrostatic Level Gauge 1 – Float and Board Level Indicator
i.4 Roof Access Hatch	1-600mm x 600mm GRP Roof Access Hatch
i.5 Tank Shell Access Manway	1-600mm diameter Glass Fused / Epoxy Coated Steel
i.6 Roof Vent	1-300mm GRP Roof Vent with Stainless Steel Bird Screen
i.7 Name Plate	BALIWAG WATER DISTRICT with BWD logo
J. Quality Standards Certifications	BS 6920, ISO 12944, BS 4800, WIS 4-25-01 "WATER FITTINGS AND MATERIALS DIRECTORY" by WRAS

IV. 2 X 15 HP VERTICAL MULTI-STAGE CENTRIFUGAL IN-LINE PUMPS WITH MOTOR CONTROL AND ACCESSORIES

Minimum Technical Data Required

Q= 45 cu.m/hr @ 55 meters head

Motor

- Squirrel cage in short circuit, aluminum casing totally enclosed, fan cooled
- 15 HP, 11 KW, 220-255 V, 2 Pole 3 Phase
- Enclosure Class IP 55
- Insulation Class F

Motor control for each motor: One variable frequency drive, one soft starter enclosed with a Nema 3m enclosure

PIPING WORKS

Fabrication and installation of inlet pipe, overflow pipe and outlet pipes including butterfly valves, fitting and painting.

Materials may be required for the fabrication and installation of inlet, outlet and overflow pipes:

Materials and Fittings:

7 pcs 150mm Ø GI Pipe Sch. 40
(hot dipped galvanized after fabrication)

1 pc P.E. Pipe 150mm Ø SDR 13.6

2 pcs 150mm Ø GI 90deg. Elbow Weldable (Overflow)

4 pcs 150mm Ø GI 90deg. Elbow Weldable (Inlet)

2 pcs 150mm Ø Vibration Isolator

1 pc 150mm Ø Transition Coupling

12 pcs 150mm Ø Steel Ring Flange w/ BNG

2 pcs 150mm Ø GI 45deg. Elbow Weldable

2 pcs 150mm Ø Butterfly Valve

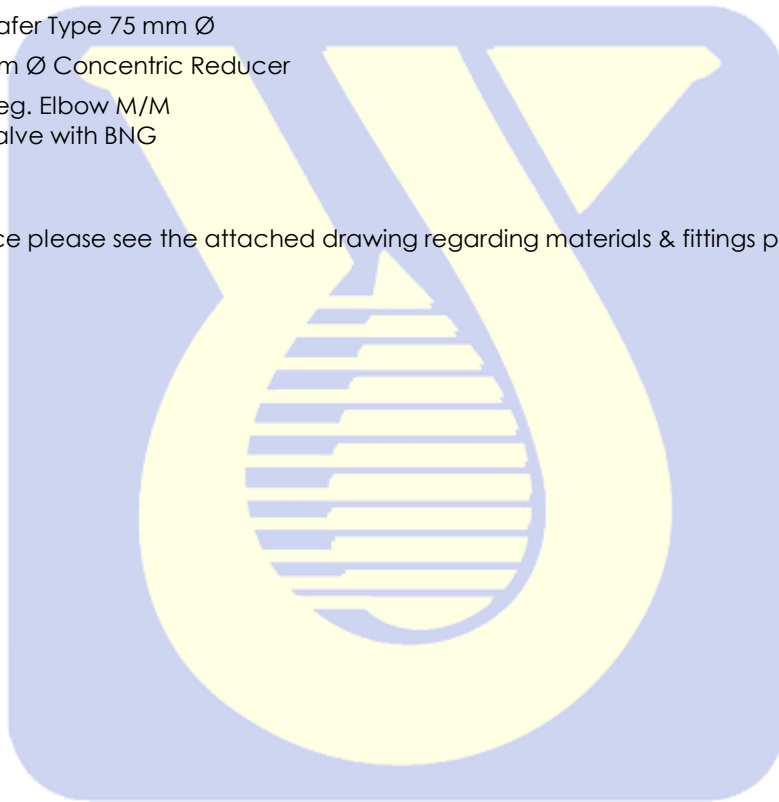
2 pcs Check Valve - Wafer Type 75 mm Ø

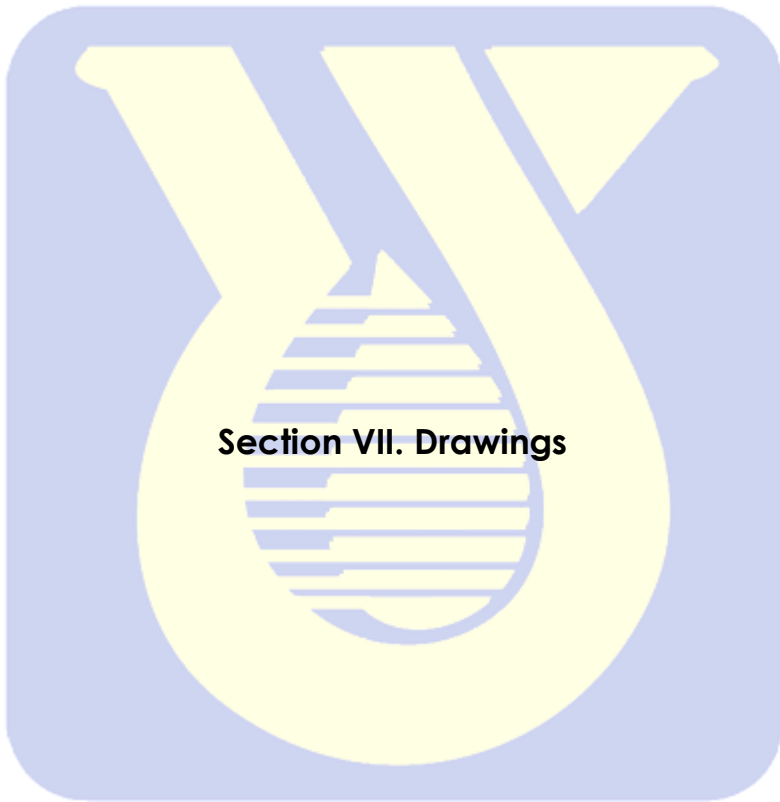
1 pc 200 mm Ø x 150mm Ø Concentric Reducer

2 pcs 150mm Ø GI 45deg. Elbow M/M

1 pc 150mm Ø Gate Valve with BNG

For reference please see the attached drawing regarding materials & fittings placement.





Section VII. Drawings

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1. INTENT OF SPECIFICATIONS AND DRAWINGS

- a. The intent of the Specifications and Drawings is that the Contractor shall furnish all the required plant, labor, materials, equipment and services, unless otherwise specifically provided.
- b. The Specifications and Drawings are complementary and what is called for in one shall be as binding as if called for in both.
- c. Any discrepancies, errors, or omissions found in the Specifications or Drawings shall be reported in writing within ten (10) days from discovery to the Engineer who will issue the correction in writing within the same period. The Contractor shall not take advantage of any such discrepancies, errors, or omissions, but shall comply with any corrective measures regarding the same prescribed by the Engineer.
- d. In case of conflict between the Specifications and the Drawings, the Specifications shall govern over the Drawings. In case of conflict between the General Conditions and the Special Provisions and the Technical Specifications of the Specifications, the Special Provisions and the Technical Specifications shall govern over the General Conditions. In case of conflict between the Special Provisions and Technical Specifications of the Specifications, the Special Provisions shall govern over the Technical Specifications. In case of conflict between the Contract Agreement and the General Conditions, the Contract Agreement shall govern over the General Conditions.

2. SHOP DRAWINGS

- a. Whenever called for in these Specifications or on the Drawings, or when required by the Engineer, the Contractor shall furnish the Owner for review three (3) prints of each shop drawing. The term "shop drawing" as used herein shall be understood to include detail design calculations, fabrications and installation drawings, lists, graphs, operating instructions, etc. Shop drawings shall be submitted to the Owner for review/approval within fifteen (15) days from receipt of the Notice of Award, unless otherwise extended in writing by the Owner.
- b. All shop drawing submittals shall be accompanied by a transmittal form using the format bound with the Contract Documents, if one is included. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for re-submittal. The Contractor may authorize a materials or equipment supplier to deal directly with the Owner with regard to shop drawings, however, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the Contractor.
- c. A separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At his option, the Contractor or Supplier may obtain from the Owner quantities of the shop drawing transmittal form at reproduction cost.
- d. Within five (5) calendar days after receipt of said prints, the Owner will return prints of each drawing to the Contractor with his comments noted thereon. Whenever a re-submittal is required, the Contractor shall make a complete and acceptable submittal to the Owner within ten (10) days from receipt of the returned shop drawings. Non-compliance hereof will give rise to the Owner's right to either (a) cancel the award; or (b) withhold the money due the Contractor to cover additional costs of the Engineer's review beyond the second submission. Such failure may be considered a factor against the Contractor's competence in future biddings to be conducted by the Owner.
- e. If three (3) prints of the drawings are returned to the Contractor marked "NO EXCEPTIONS TAKEN", formal revision of said drawings will not be required.

- f. If three (3) prints of the drawings are returned to the Contractor marked "MAKE CORRECTIONS NOTED", formal revision of said drawings will not be required.
- g. If one (1) print of the drawings is returned to the Contractor marked "AMEND-RESUBMIT", the Contractor shall revise the said drawing and shall resubmit eight (8) copies of said revised drawing to the Owner.
- h. If one (1) print of the drawings is returned to the Contractor marked "REJECTED-RESUBMIT", the Contractor shall revise the said drawings and shall resubmit eight (8) copies of said revised drawing to the Owner.
- i. Fabrication of an item shall not be commenced before the Owner has reviewed/examined the pertinent shop drawings and returned copies to the Supplier marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED". Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Contract Drawings and Specifications and shall not be taken as the basis of claims for extra work. The Contractor shall have no claim for damages or extension of time due to any delay resulting from the Contractor having to make the required revisions to shop drawings (unless reviewed by the Owner of said drawings is delayed beyond a reasonable period of time and unless the Contractor can establish that the Owner's delay in review actually resulted in a delay in the Contractor's Construction Schedule). The review of said drawings by the Owner will be limited to checking for general agreement with the specifications and drawings, and shall in no way relieve the Contractor of the responsibility for errors or omissions contained therein nor shall review operate to waive or modify any provision contained in Specifications or Contract Drawings. Fabricating dimensions, quantities of material, applicable code requirements shall be the Contractor's responsibility.

3. REFERENCE TO STANDARDS OR PUBLICATIONS

Any reference in the Specifications or Drawings to any specification, standard or publication of any organization shall, in the absence of a specific designation to the contrary, be understood to refer to the latest edition of the specification, standard or publication in effect as of the date of advertising the work. Internationally accepted standards equal to or better than specified standards or specifications are acceptable.

4. REFERENCE TO PROPRIETARY PRODUCTS

Where references to proprietary products appear in the Specifications or Drawings, it is for the purpose of establishing an acceptable standard of quality or design but no guarantee is given that said referenced manufacturer's products will meet all contract requirements without modifications. Unless a substitute is expressly prohibited, the Contractor may request approval of a substitute for any such proprietary product. Such request must be in writing and must include descriptive literature, specifications, test reports of samples, as appropriate, to enable the Owner to determine the acceptability of the product proposed for substitution. No substitute product shall be used in the work until written approval has been received from the Owner. All costs involved in making laboratory tests of the sample submitted as substitute for the specified materials shall be borne by the Contractor.

5. SPECIFICATIONS AND DRAWINGS FURNISHED TO CONTRACTOR

The Owner will furnish the Contractor with two (2) sets of Specifications together with reduced drawings (if any) and two (2) sets full-scale Drawings. Additional quantities of Specifications and Drawings will be furnished at reproduction cost.

6. AS-BUILT DRAWINGS

The Contractor shall maintain at least one (1) set of blueprints of all works at the job site. These prints shall be marked and updated to indicate current job progress and shall show deviations from the construction drawings. After final inspection, the Contractor shall transfer all as-built information to a set of reproducible tracings and 2 sets of Blue Print that shall be delivered to the Engineer prior to acceptance of the project.





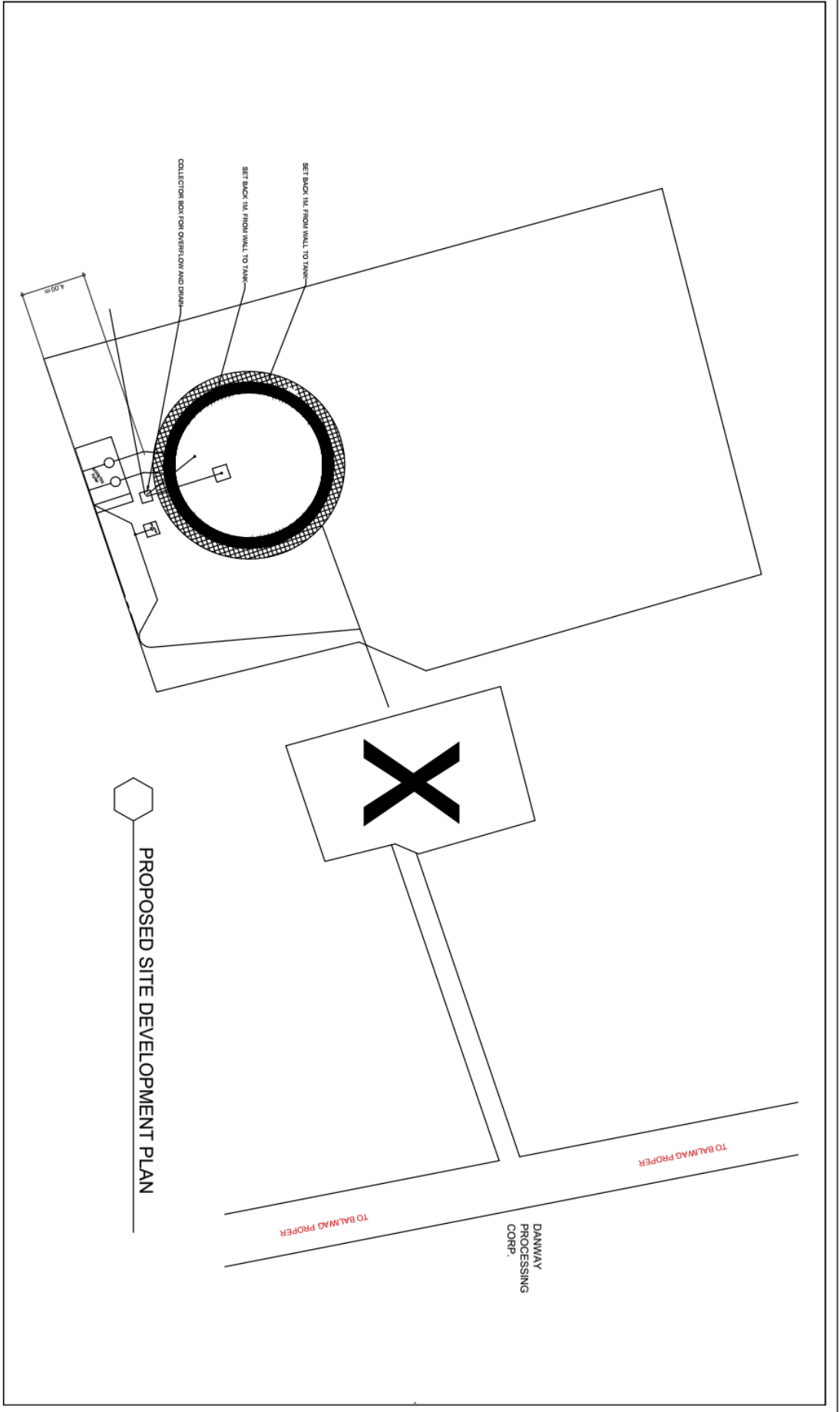
Baliwag Water District
 Tomasita St., Poblacion, Baliwag,
 Bulacan 3006
 Tel. Nos: (441) 766-2818 / 673-2822

PROJECT NAME: REPAIR AND INSTALLATION OF 400 CUM RESERVE VOLUME CAPACITY WITH 300 MM PRESSURE CLASS RIBBED / EXOTIC COATED TO STEEL RIBBED TANK (SEALANT/TIES) WITH ROOSTER KWIK AND PRING WORKS
 DRAWING TITLE: **Proposed Site Development**
 LOCATION: **Bgr. San Roque, Baliwag, Bulacan**

Sheet No.: 1 / 5
 Scale: NTS
 Date: **September 23, 2020**

Drawn by: **Jahna C. Ramos**
Engineer II
 Checked and Certified Correct by: **Danilo F. Torres**
Off. Planning Division

Recommending Approval: **Roberto G. Estrella**
Asst. to Operations and Technical Services Group
 Approved by: **Artemio F. Baylisis**
General Manager





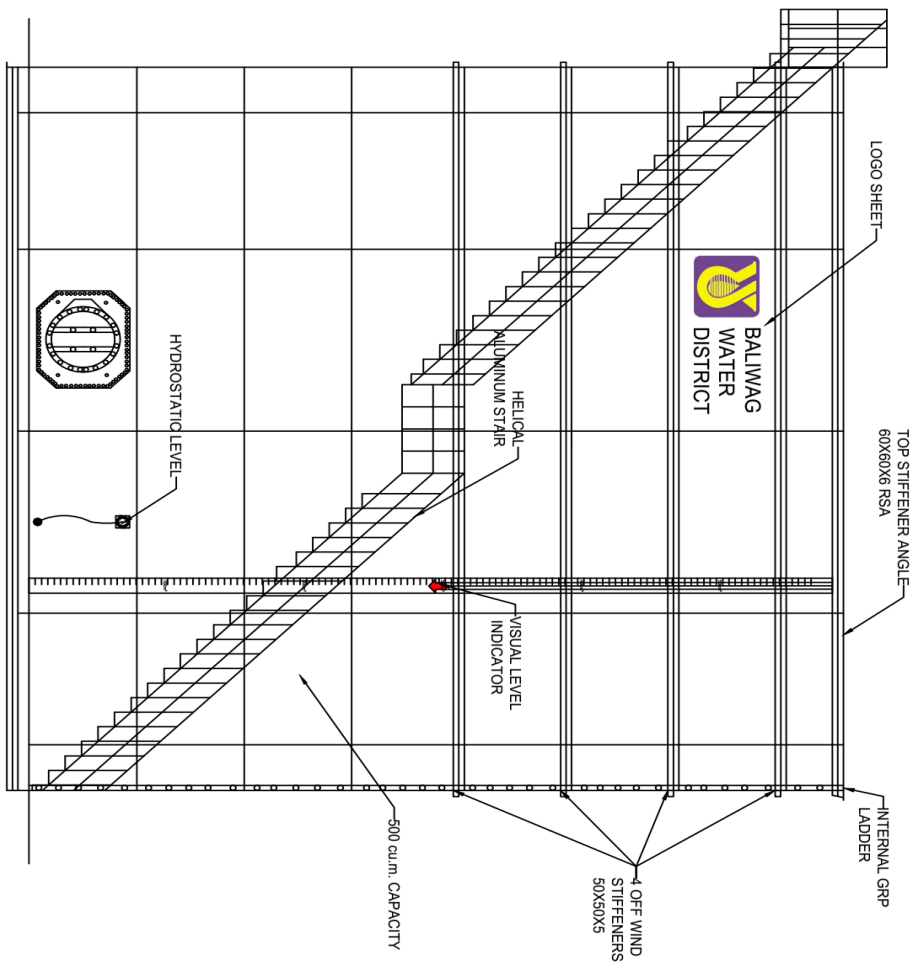
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 LOCATION: Bigy San Roque, Baliwag, Bulacan

Sheet No.: 2 / 5
 Scale: NTS

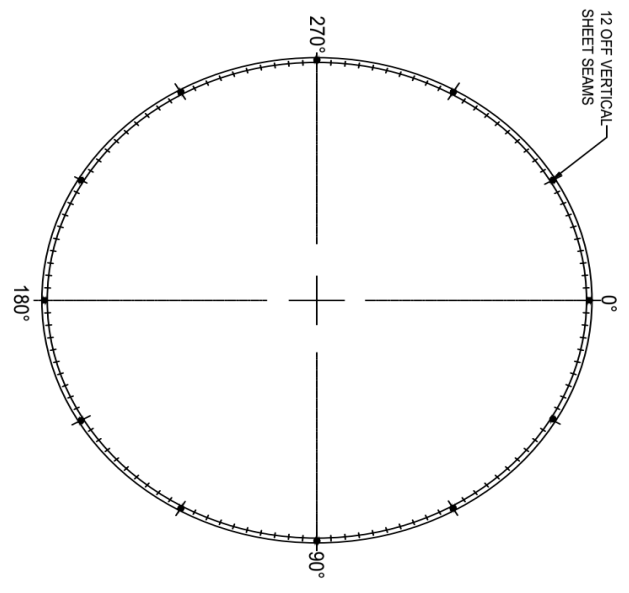
Drawn by: **Janina C. Ramos**
 Engineer 8
 Checked and Certified Correct by: **Daniilo E. Torres**
 OIC, Training Division

Recommending Approval: **Roberto G. Estrella**
 ACM for Operations and Technical Services Group
 Approved by: **Artenio F. Boylston**
 General Manager

TANK ELEVATION
 NOT TO SCALE



ORIENTATION PLAN
 NOT TO SCALE





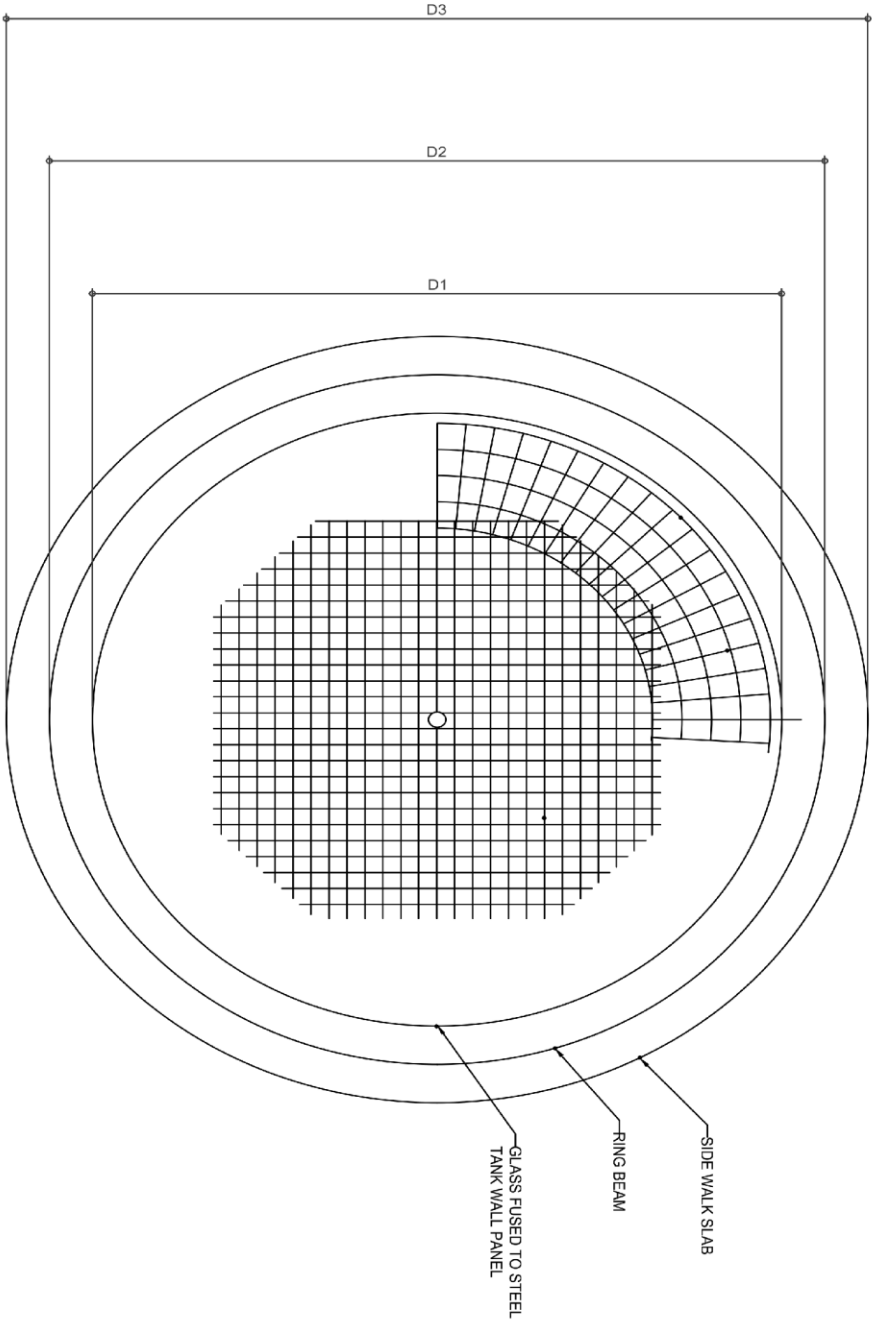
Baliwag Water District
 Tolosa, Jr., Rodriguez, Baliwag,
 Division Office
 1101 N.W. Ave., 766-5313 / 713-3872

PROJECT NAME:
 DESIGN, SUPPLY AND INSTALLATION OF 500 CU.M. CAPACITY GLASS FUSED TO STEEL BOLTED
 TANK WITH BOOSTER PUMP AND PIPING WORKS
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CONCRETE FOUNDATION PLAN
 LOCATION: **Brig. San Roque, Baliwag, Bulacan**

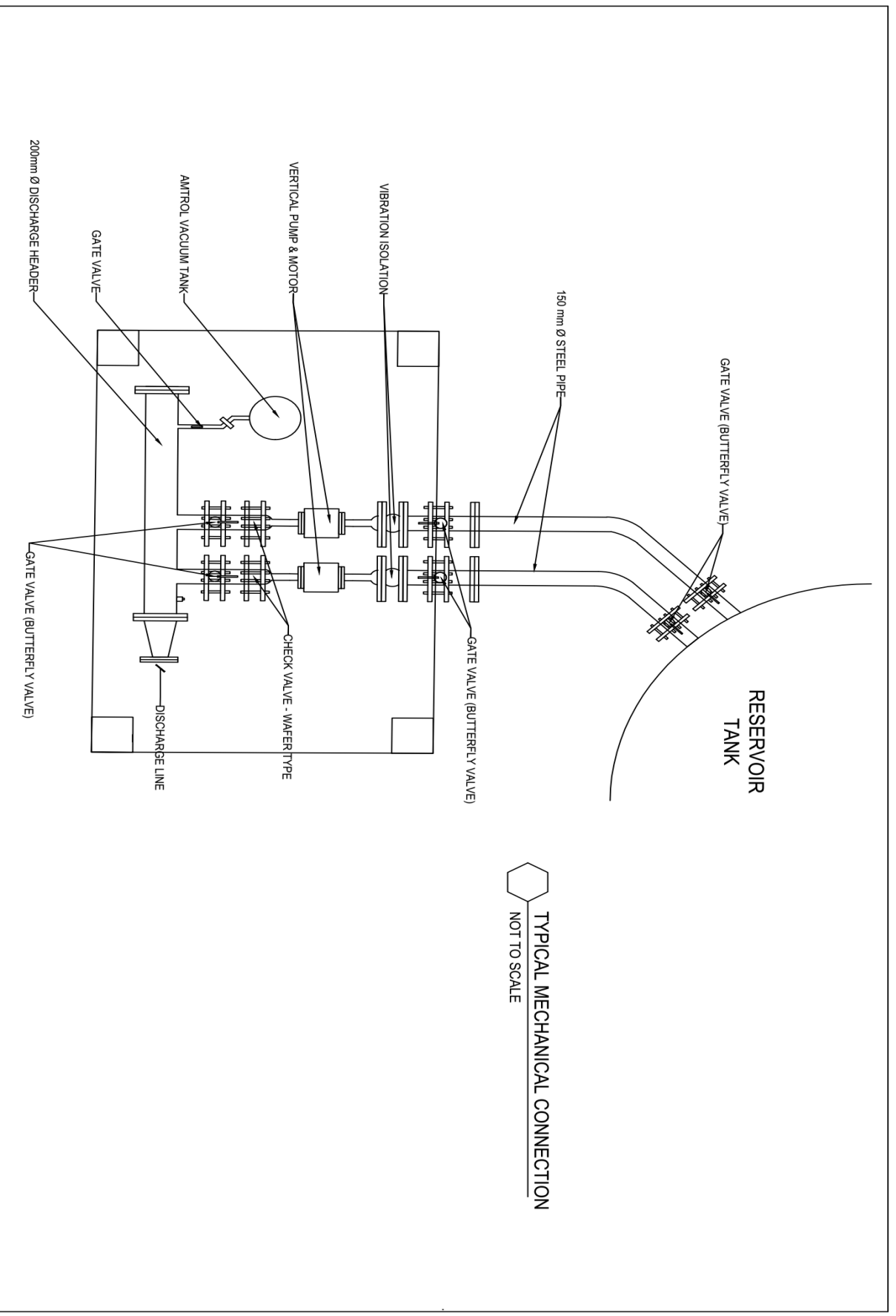
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 Date: **September 23, 2020**


Drawn by:
Janina C. Ramos
 Engineer II
 Checked and Certified Correct by:
Dante F. Torres
 OIC, Training Division

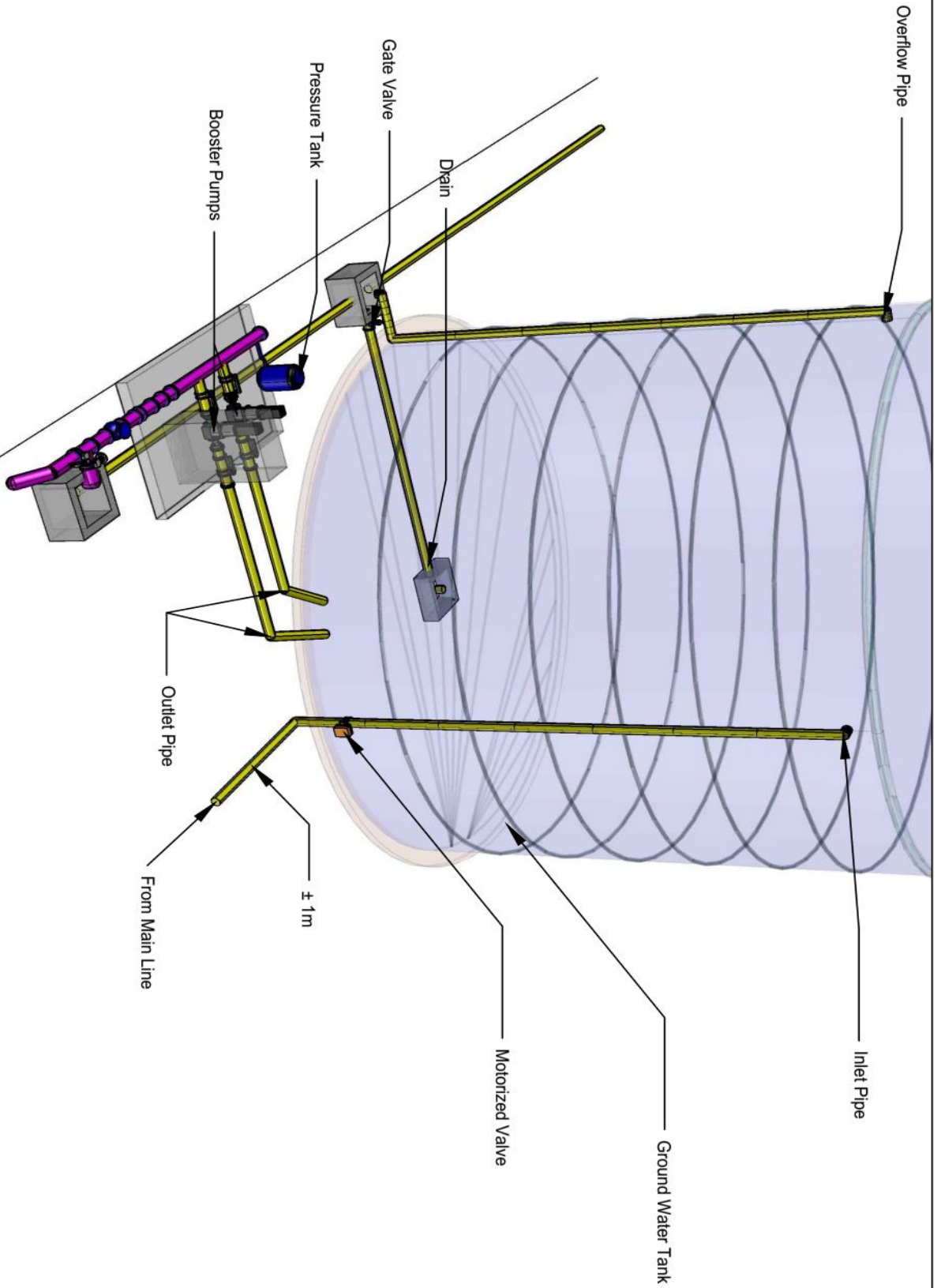
Recommending Approver:
Koberto G. Estrella
 Asst. to Operations and Technical Services Group
 Approved by:
Artemio F. Boylston
 General Manager



CONCRETE FOUNDATION PLAN
 NOT TO SCALE



 Baliwag Water District Torontozo St., Robinson, Baliwag, Bulacan 3005 Tel. Nos.: (044) 766-3018 / 673-9382	
PROJECT NAME: SUPPLY AND INSTALLATION OF 800 CU.M. CAPACITY GLASS RISER TO STEEL BORED TANK WITH BOOSTER PUMP AND PIPING WORKS	
DRAWING TITLE: TYPICAL MECHANICAL CONNECTION	
LOCATION: Bigy, San Roque, Baliwag Bulacan	
Sheet No.: 4 / 5	Scale: NTS
Date: September 23, 2020	Drawn by: Jonina C. Ramos <small>Engineer 8</small>
Checked and Certified Correct by: Donilo F. Torres <small>QC, Training Division</small>	Approved by: Artemio F. Bayosis <small>General Manager</small>
Recommending Approval: Roberto G. Estrella <small>Adm. & Operations and Technical Services Group</small>	



Baliwag Water District

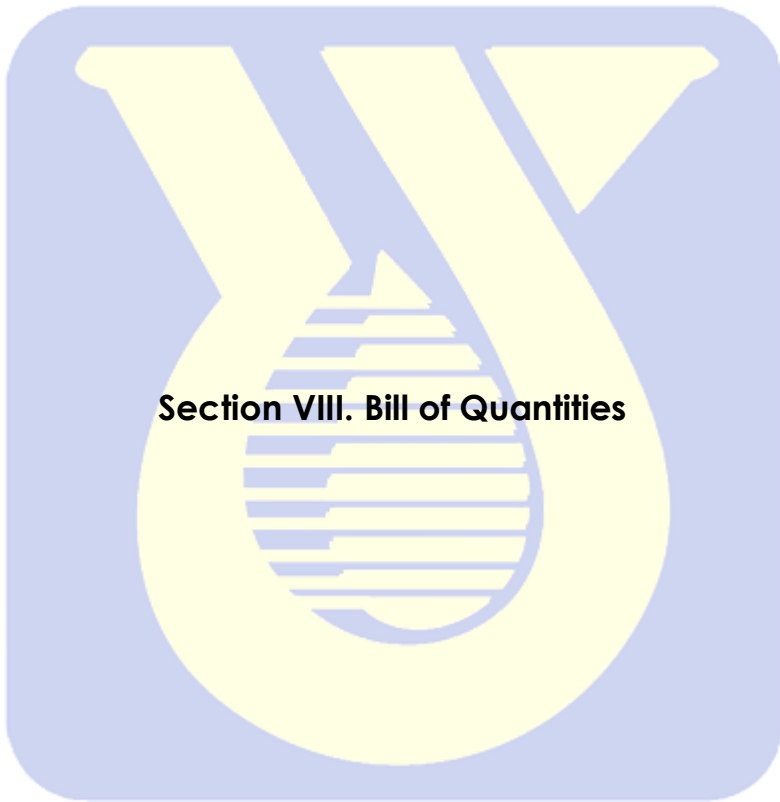
Tanawan St., Palisera, Baliwag,
Bulacan 3002
Tel. Nos. : (044) 766 2618 / 673-2682

PROJECT NAME:
DESIGN, SUPPLY AND INSTALLATION OF 300 CU.M. EFFECTIVE VOLUME CAPACITY WITH 300 MM REINFORCED GLASS
ROSET / ROSET COATED TO STEEL BOLTED TANK (REPLACING THE EXISTING TANK) WITH BOOSTER PUMP AND PIPING WORKS
DRAWN BY:
PERSPECTIVE
LOCATION: Bigy, San Roque, Baliwag, Bulacan

Sheet No. 5 / 5
Scale: NTS
Date: September 23, 2020

Drawn By:
Glenn Michael R. Torres
Engineer I
Checked and Certified Correct By:
Daniel F. Torres
Off. Training Division

Recommending Approval:
Roberto G. Estrella
Asst. to Operations and Technical Services Group
Approved By:
Artemio F. Boylosis
General Manager



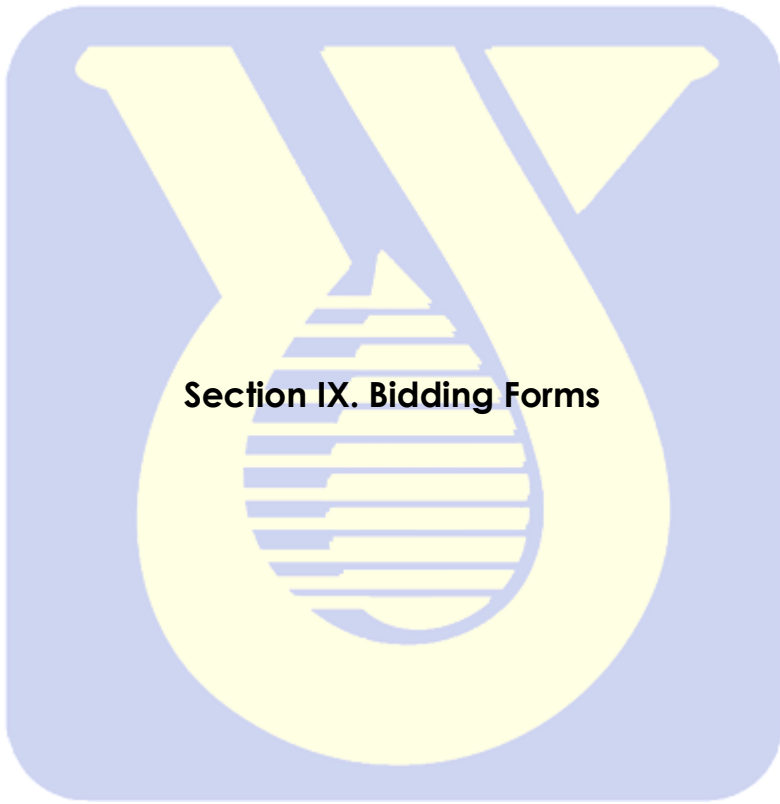
**DESIGN, SUPPLY AND INSTALLATION OF 500 CU.M. EFFECTIVE VOLUME CAPACITY WITH
300 MM FREEBOARD GLASS FUSED / EPOXY COATED TO
STEEL BOLTED TANK (SEALANT TYPE) WITH BOOSTER PUMP AND PIPING WORKS**

Location: Brgy. San Roque, Baliwag, Bulacan

ITEM / WORK DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
A	FOREIGN COMPONENT			
	1 unit - nominal sidewall factory coated carbon steel water storage tank with concrete bottom Diameter: 10 meters – 12.80 meters Height: 4.08 meters – 6.68 meters Freeboard: 0.30m	1	LS	
	Sub-Total A			
B	LOCAL COMPONENT			
B.1	GENERAL REQUIREMENTS			
B.1.a	All Permits and Clearances	1	LS	
B.1.b	Detailed Engineering Design and Drawing (Construction Drawing, As built plan, O&M Manual, Close out document etc.)	1	LS	
B.1.c	Mobilization / Demobilization	1	LS	
B.1.D	Soil Test	1	LS	
B.2	TANK FOUNDATION CONSTRUCTION AND CIVIL WORKS			
B.2.a	Site preparation, excavation works, sub-base improvement, earth filling works and compaction	1	LS	
B.2.b	Form works, gravel bed and sand bed	1	LS	
B.2.c	Concrete Works	1	LS	
B.2.d	Steel Works	1	LS	
B.2.e	Roofing Works		LS	

B.2.F	Waterproofing	1	LS		
B.3	TANK ERECTION/INSTALLATION				
B.3.a	Unloading of tank materials at project site	1	LS		
B.3.b	Tank Erection/Installation	1	LS		
B.4	TESTING AND COMMISSIONING				
B.4.a	Leak Test (Tank and Roof)	1	LS		
B.4.b	Tank Disinfection	1	LS		
B.2.c	Testing and Commissioning	1	LS		
	Sub-Total B				
C.	<p><u>2 X 15 HP VERTICAL MULTI-STAGE CENTRIFUGAL IN-LINE PUMPS WITH MOTOR CONTROL AND ACCESSORIES</u></p> <p>Minimum Technical Data Required</p> <p>Q= 45 cu.m/hr @ 55 meters head</p> <p>Motor</p> <ul style="list-style-type: none"> - Squirrel cage in short circuit, aluminum casing totally enclosed, fan cooled - 15 HP, 11 KW, 220-255 V, 2 Pole 3 Phase - Enclosure Class IP 55 - Insulation Class F <p>Motor control for each motor: One variable frequency drive, one soft starter enclosed with a Nema 3m enclosure</p>	1	LS		
	Sub-Total C				

<p>D.</p>	<p>PIPING WORKS</p> <p>Fabrication and installation of inlet pipe, overflow pipe and outlet pipe including butterfly valve, fittings, painting, drain pipe with manhole and drainage line (Neltex)</p> <p>Materials and Fittings:</p> <p>7 pcs 150mm Ø GI Pipe Sch. 40(hot dipped galvanized after fabrication)</p> <p>1 pc P.E. Pipe 150mm Ø SDR 13.6</p> <p>2 pcs 150mm Ø GI 90deg. Elbow Weldable (Overflow)</p> <p>4 pcs 150mm Ø GI 90deg. Elbow Weldable (Inlet)</p> <p>2 pcs 150mm Ø Vibration Isolator</p> <p>1 pc 150mm Ø Transition Coupling</p> <p>12 pcs 150mm Ø Steel Ring Flange w/ BNG</p> <p>2 pcs 150mm Ø GI 45deg. Elbow Weldable</p> <p>2 pcs 150mm Ø Butterfly Valve</p> <p>2 pcs Check Valve - Wafer Type 75 mm Ø</p> <p>1 pc 200 mm Ø x 150mm Ø Concentric Reducer</p> <p>2 pcs 150mm Ø GI 45deg. Elbow M/M</p> <p>1 pc 150mm Ø Gate Valve with BNG</p>	<p>1</p>	<p>LS</p>	<p>_____</p>	<p>_____</p>
		<p>Sub-Total D</p>			
<p>GRAND TOTAL (A+B+C+D)</p>				<p>Php</p>	<p>_____</p>
<p>AMOUNT IN WORDS:</p> <p>_____</p>					



Section IX. Bidding Forms

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Bid Form

Date: _____

IAEB¹ No: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (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 in item (d) below is: *[insert information]*;

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

- (c) Our Bid shall be valid for a period of *[insert number]* days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: *[insert information]*;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (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 Evaluated Bid or any other Bid that you may receive.

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

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____



Republic of the Philippines
Province of Bulacan

Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm Free Board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works

This **AGREEMENT** made and entered into this _____, in Baliwag, Bulacan Philippines by and between:

BALIWAG WATER DISTRICT (BWD), a government owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 198, as amended with principal office at Tomacruz St. Poblacion, Baliwag, Bulacan, Philippines, represented by its _____, who is duly authorized for this purpose, hereinafter called the **OWNER**,

-and-

_____, a construction company duly organized and existing under and by virtue of Laws of the Republic of the Philippines with business address at _____ represented by its _____, hereinafter referred to as the **CONTRACTOR**,

WITNESSETH:

WHEREAS, the BALIWAG WATER DISTRICT (BWD) conducted a Competitive Bidding and evaluate bids for the **Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm Free Board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works** located at Brgy. San Roque, Baliwag, Bulacan;

WHEREAS, in response to BWD'S invitation to Contractors, the CONTRACTOR submitted proof of its capabilities to undertake the work, and subsequently submitted its bid, **Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm Free Board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works**

WHEREAS, the bid of the CONTRACTOR was found to be the most economical and advantageous to the OWNER;

WHEREAS, pursuant to BWD Bids and Awards Committee proceedings, BWD awarded the Contract to the CONTRACTOR at the price stipulated in its bid;

NOW, THEREFORE, for and in consideration of the foregoing premises and the payment by the OWNER of the sum of Money hereinafter specified, the parties hereto agree and contract as follows:

1. The CONTRACT DOCUMENTS shall consist, but not limited to the following:
 - a. Bidding Documents
 - b. Contractor's Bid Proposal (Technical and Financial)
 - c. Notice of Award
 - d. Notice to Proceed
 - e. BWD Approved detailed engineering design, plans and drawings and project time table
 - f. _____ are hereto attached and made integral parts of this Agreement.

2. The CONTRACTOR agrees and binds itself to fully and faithfully provide for its account a complete workable steel water tank with booster pumps and piping works inclusive of engineering design, soil test, construction and installation including supply of local and imported materials, accessories, labor, equipment, machine, tools, instruments, temporary facilities, utilities needed, supervision services, and all permits required to finish and complete the work.

The work for **Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm Free Board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works** called for under this Contract shall be completed within two hundred ten (210) calendar days, commencing on the date of receipt by the CONTRACTOR of the formal "Notice to Proceed". The total contract time of calendar days included fifteen (15) days allocated for rainy/unworkable days considered unfavorable for the prosecution of the works at the site.

Employ sufficient number of men to carry out the various phases of work diligently and efficiently in order to complete the PROJECT in accordance with the agreed work program (PERT-CPM Network Schedule), subject to any exceptions which may be mutually agreed upon in writing.

Recognize the position of trust and confidence reposed on them by this Agreement and shall furnish their best skill and judgment in furthering efficient business administration and superintendence in the performance of this PROJECT, to have adequate supply of workmen and materials at all times, and to secure the execution of this Agreement in the soundest way and in the most expeditious and economical manner consistent with the interest of the OWNER.

At its own expense for the duration of the PROJECT, provide its own office and all water and electricity requirements necessary for completion of the WORKS.

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

The CONTRACTOR guarantees all the materials it will supply, deliver and use in the construction and workmanship of all its work under the CONTRACT and shall make goods and defects, which may be discovered, for its own account.

All of the type of materials, equipment, necessary works and activities proposed to be supplied by the Contractor and duly approved by BWD prior to the execution of contract cannot be substitute whatsoever anytime during the entire duration of the contract except only in meritorious cases, which shall require the prior approval by BWD.

4. Time is an essential feature of this contract and in the event that the CONTRACTOR fails to complete the contracted work within the stipulated time, inclusive of any granted extension of time, the CONTRACTOR shall pay the OWNER, as liquidated damages, an amount to be determined in accordance with the following formula, for each calendar day of delay, until the work is completed and accepted or taken over the BWD.

$$LD = 0.75 \times CP/CT$$

Where:

LD Amount of liquidated damages for each calendar day of delay

CP	Total price minus the value of the completed portion of the contract certified by LWUA as usable as of the expiration of the contract time
CT	Contract time plus any time extension duly granted to the contractor

The total amount of liquidated damages deducted shall not exceed fifteen percent (15%) of the total original contract price or final contract price whichever is higher.

5. To be entitled to such Liquidated Damages, the OWNER does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due the CONTRACTOR under the contract and/or the OWNER may collect such Liquidated Damages from the retention money or other securities posted by the CONTRACTOR whichever is convenient to the OWNER.
6. Should the Liquidated Damages exceed fifteen percent (15%) of the Contract Price the OWNER shall forfeit the CONTRACTOR'S Performance Security and the OWNER may at their discretion take-over the prosecution of the Contract or may award the execution of the remaining works to another contractor through a negotiated contract. The amount of the forfeited Performance Security shall be entirely separate from the amount of Liquidated damages that the CONTRACTOR shall pay the OWNER under provision of the paragraph.
7. The BWD concerned shall undertake the specific calibrated actions whenever the contract reaches the following levels of negative slippage (attributable mainly to the contractor's fault), as indicated below;
 - a. Slippage at 5%: The contractor shall be given a warning and required to submit a "catch-up" program/plan to eliminate the slippage the OWNER concerned shall provide thorough supervision and monitoring of the work.
 - b. Slippage at 10%: The contractor shall be given a second and final warning and required to submit a detailed action program/plan shall be on fortnightly (two weeks) basis which commits him to accelerate the work and accomplish specific physical targets over a defined period of time thereby reducing the slippage. The contractor shall also be required to specify the additional input resources such as money, manpower, and materials/supplies, equipment/machines and appropriate management that he would mobilize for the action program/plan. The OWNER concerned shall exercise closer supervision and meet the contractor every other week to evaluate progress of work and to see to it that problems and bottlenecks are resolved with expediency.
 - c. Slippage of 15%: If after the final warning the contractor failed to reduce the slippage or put the project within schedule and instead the slippage become more than 15%, the OWNER concerned shall recommend appropriate actions for BWD Board approval, as follows:
 - Termination / rescission of contract
 - Take-over of remaining works by administration;
 - Rebidding of remaining works;
 - Proper transitory measures.
8. The Contractor shall provide a performance Security in accordance with Clause 10.1 — Securities of the General Conditions. The validity of the performance Security shall extend to the date of final acceptance of the entire work by the Engineer with the Concurrence of the OWNER. In the event of the rescinding of the CONTRACT for breach thereof, the Performance Security, posted by the CONTRACTOR, shall be forfeited in favor of the OWNER, otherwise, the Performance Security shall

continue in full force of the OWNER, otherwise, the Performance Security shall continue in full force and effect until all the obligations as to the faithful completion of the Contract, Liquidated Damages, and payment for labor materials, shall have been fully satisfied, discharge, settled and paid for by the contractor.

It is expressly agreed and understood that any change to be made in the Drawings and specifications for this Contract (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payment made by the OWNER shall in no way annual, release, or affect the liability and the surety given by the CONTRACTOR.

9. The contract price shall be _____ broken down as shown in the BID Form. Provided, that any of the work items in the Bid Form may be deleted if found not necessary by the OWNER, provided further, that no changes in the unit price as shown in the BID Form shall be made for any reason whatsoever excepts as may be provided in the Contract Documents.

10. The OWNER will pay the CONTRACTOR monthly the value of the work completed, including the cost of materials delivered and installed, less ten percent (10%) retention until the Contract is one hundred percent (100%) completed. In all cases, however, five percent (5%) Value Added Tax (Vat) and two percent (2%) Credibility Income Tax will be deducted from payments made to the CONTRACTOR.

The CONTRACTOR shall submit to the BWD three (3) complete sets of progress billings in accordance with the standard forms and procedures based on actual accomplishment of the various phases of the PROJECT including the equivalent copies of updated CPM Network Schedule in Bar Chart and PERT formats, the progress as-built drawings of the actual condition of the PROJECT being billed and sufficient number of progress photographs showing condition of the PROJECT accomplished and being billed. The BWD's ENGINEERS shall process, certify to the correctness of, and make appropriate recommendations for payment. BWD shall exert best efforts to release payment within one (1) week from recommendation for payment. Final payment of the construction component shall be made upon issuance of the Certificate of Acceptance.

11. The OWNER upon request of the contractor, make an advance payment to the contractor in an amount equal to fifteen percent (15%) of the total contract price.

The advance payment shall be repaid by the contractor by deducting **fifteen percent (15%)** from his progress billings. Retention fee will only be released one year after the issuance of Certificate of Acceptance.

12. It is understood that any payment made by the OWNER to the CONTRACTOR or the failure of the OWNER to demand compliance with any of the terms and conditions of the Contract, shall not be considered as a waiver on the OWNER for the enforcement of the Contract or any portion thereof.
13. Should the BWD requires the CONTRACTOR to perform additional work or extra work or to omit or reduce any work, the cost of additional and/or omitted or reduced work shall be added or deducted, as the case may be, and the computations of the cost shall be based on the agreed unit prices based on the breakdown of cost. Any increase in the cost of the PROJECT by reason of such additional work shall not be effective unless expressly agreed upon the BWD.
14. No alterations or deviations shall be made in the performance of said PROJECT from that shown on drawing and described in specifications, except upon the written order of the BWD; and if said alterations or deviations require the payment of a sum of money by the BWD in addition to the sum hereinafter specified, such amount shall be based on the bid price (unit cost). If such alterations or deviations require a reduction by the CONTRACTOR of the amount paid to it, the

amount of such reduction shall be agreed upon between the CONTRACTOR and the BWD, and shall be stated in the order.

15. The CONTRACTOR obligates to comply with all existing laws, executive and administrative orders, rules and regulations issued by competent authorities.
16. The CONTRACTOR guarantees the works against qualitative defects in materials, poor workmanship and the like for a period of one (1) year reckoned from the day of Final Acceptance of the WORKS by the BWD. In case any defect, failure, and poor workmanship of any part or parts of the WORKS is discovered during said period, the CONTRACTOR shall be bound to make good such defect, failure or poor workmanship, without any cost or expense to the BWD. In any case, during the same period, the CONTRACTOR shall hold the BWD free and harmless from any and all liability or damages that may be incurred as a result of any breach of CONTRACTOR's guarantee of work. It is hereby understood that these stipulations shall not in any manner affect the rights and liabilities of the parties under Article 1723 and other provisions of the Civil Code, nor under any other existing laws, rules and regulations.
17. The CONTRACTOR shall be responsible for, and hold the BWD free and harmless from, any and all losses and damages arising or in connection with any accident which may happen to any person or persons on account of the execution/implementation of the PROJECT covered by this AGREEMENT. In this connection, the CONTRACTOR shall assign Safety officer duly accredited by the Safety Organization of the Philippines, Inc. and provide all the necessary safeguards, warning signs and all safety precautions for all workers and third parties during the progress of the work.
18. The CONTRACTOR shall put and maintain adequate protection of all their WORKS from damages and shall protect the property and equipment whether owned or rented by the BWD, as well as all materials furnished and delivered to them by the BWD from injury or loss arising in connection with this contract until final acceptance of the PROJECT by the BWD.
19. All taxes, including Value-Added Tax, duties and fees of whatever nature connected with, or related to this AGREEMENT and which may be due and payable, or for withholding, on tools, equipment, labor, materials, plants, supplies, and other facilities necessary for the performance and accomplishment of the PROJECT, shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR hereby holds the BWD free and harmless from all such taxes, duties, and fees including fines, penalty and other charges accruing by reason of their non-payment. The CONTRACTOR shall give all necessary notices and obtain all necessary permits, clearance or approval from the proper authority in respect to this PROJECT.

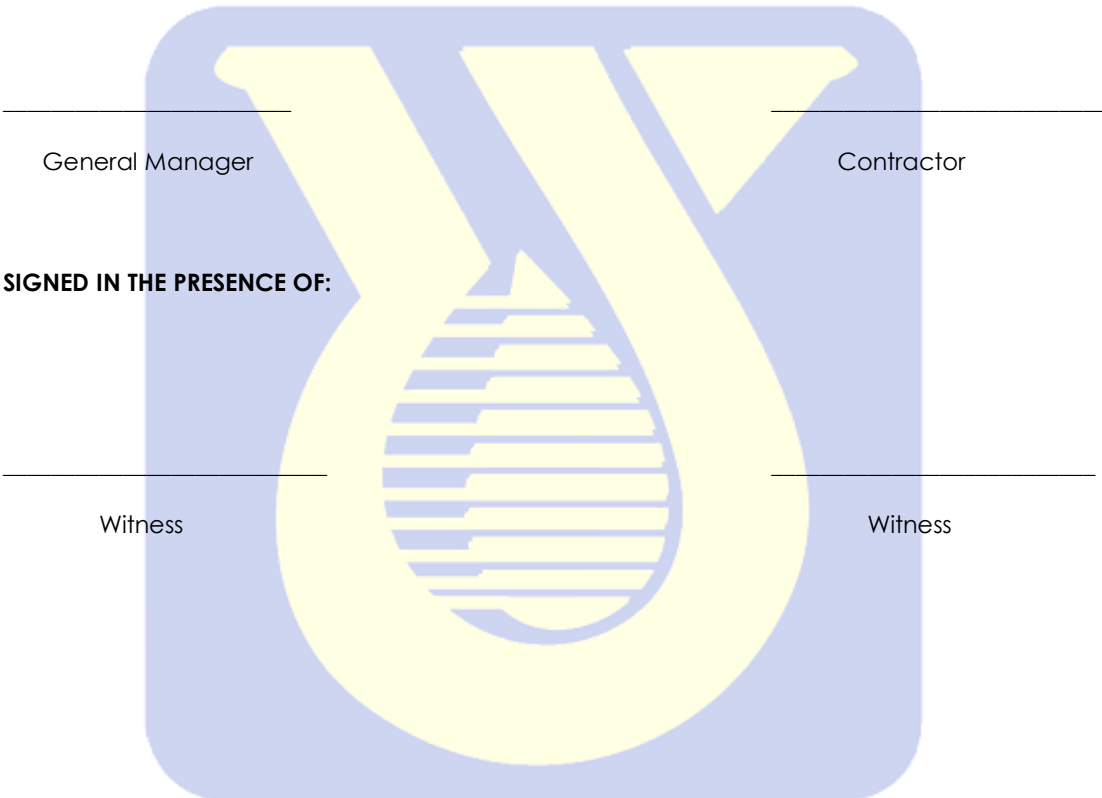
The OWNER with BWD Board's approval, shall have the right to terminate automatically the contract in the event that the CONTRACTOR incurs a fifteen percent (15%) or greater slippage in prosecution of the overall work evaluated against the project schedule as indicated by the critical path of the approved PERT/CPM network for the project.
21. In case of litigation arising out of this contract and if the Arbitration Procedure which is specified by Section 8.04 (Arbitration), if ever availed of, has failed to solve the case, the parties hereto agree that its venue shall be the proper court of Malolos City, Philippines under the laws of the Republic of the Philippines.
22. This Contract shall become effective and binding only upon approval by the Baliwag Water District and such other competent government agencies whenever required, provided however, that once approved, this contract shall not be rescinded or substantially amended or modified, without the written approval of BWD first being obtained.

23. This Contract shall be subject to applicable rules and regulations not inconsistent herewith.

24. All payment due the CONTRACTOR that will qualify for funding shall be aid through direct payment procedure.

IN WITNESS WHEREOF, the parties have hereunto SIGNED THIS contract on the date and at the place first above written.

BALIWAG WATER DISTRICT



General Manager

Contractor

SIGNED IN THE PRESENCE OF:

Witness

Witness

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

) S.S

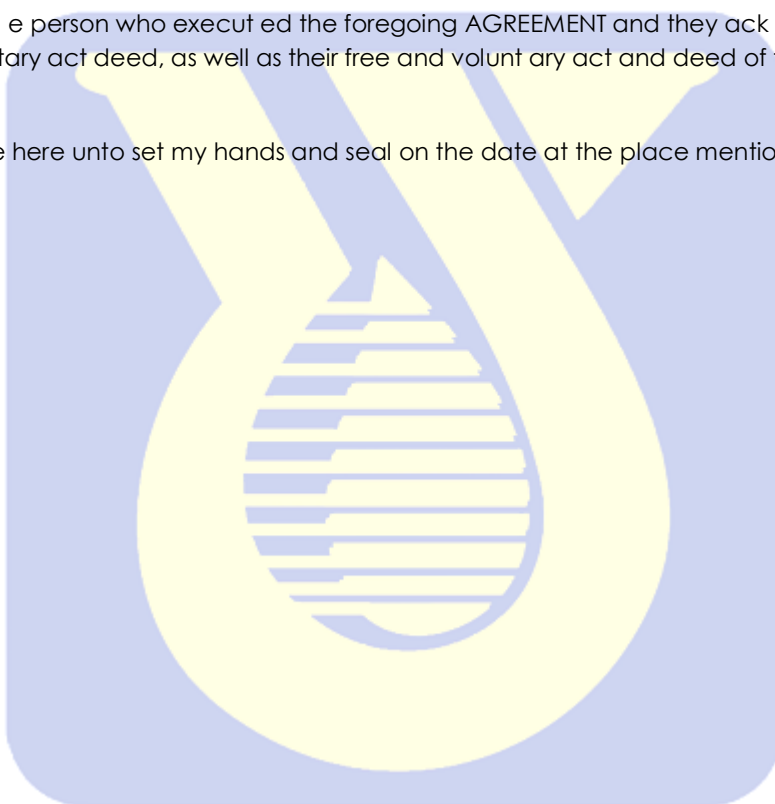
BEFORE ME, a Notary Public and in the above jurisdiction, personally appeared this day of the following:

ARTEMIO F. BAYLOSIS with ID No. _____.

_____ with ID No. _____.

Known to me to be the same person who executed the foregoing AGREEMENT and they acknowledge to me that the same is their free and voluntary act and deed, as well as their free and voluntary act and deed of the companies they respectively represent .

IN WITNESS WHERE OF, I have hereunto set my hands and seal on the date at the place mentioned above.



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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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 and/or to represent the *[Name of Bidder]* in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)]*;

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: I am 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].

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

Bidder's Representative/Authorized Signatory

[JURAT]

* This form will not apply for WB funded projects.

Name of the Procuring Entity:
 Name of the Contract:
 Location of the Contract:

Contract Reference Number:
 Name of the Contract:
 Location of the Contract:

Statement of all Ongoing Completed Government & Private Construction Contracts including awarded but not yet started which are similar in nature

Business Name: _____
 Business Address: _____

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

Note: This statement shall be supported with:

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

Submitted by: _____
 (Printed Name and Signature)

Designation: _____
 Date: _____

(Name of Company)

DETAILED COST ESTIMATES

Project Name: _____

Project Location: _____

Pay/Work Item No.: _____

Unit: _____

Description: _____

Qty: _____

No	Description	Unit	Qty.	Unit Cost	Total Cost
	DIRECT COST				
	A. MATERIALS				
	Ex. Red Lead Primer; etc	gals.	1.00	350.00	350.00
	Sub.-Total A:				350.00
	B. LABOR				
	Ex. 2 Painter; etc	day	2	300.00	1,200.00
	Sub.-Total B:				1,200.00
	C. EQUIPMENT				
	Ex. 1 Generator Set; etc.	hour	24	500.00	12,000.00
	Sub.-Total C:				12,000.00
	D. FUEL/OIL				
	Ex. Gasoline; etc.	liters	10	50.00	500.00
	Sub.-Total D:				500.00
	Total Direct Cost (DC):				14,050.00
	INDIRECT COST				
	E. OCM				
	F. PROFIT				
	G. TAXES	a. 7% (5% Final & 2% EWT)			
	Total Indirect Cost (IC):				E+F+G
	TOTAL (excluding 7% Tax) :				(DC + IC)-Ga
	TOTAL (including 7% Tax):				(DC + IC)

Note: Follow the above format in preparing the detailed cost estimates to have a uniform format during submission of bids.

Chairman/President

Name of Bidder

(Name of Company)

PRICE LISTS

Project Name: _____

Project Location: _____

Description	Unit	Unit Prices
A. MATERIALS		
Ex. Portland Cement	bag	210.00
Sand	cu.m	600.00
Gravel	cu.m	800.00
Boulders; etc.	cu.m	600.00
B. LABOR		
Ex. Carpenter	day	300.00
Mason	day	350.00
Steelman	day	350.00
Welder; etc	day	350.00
C. EQUIPMENT		
Ex. Bulldozer Komatsu	hour	3620.00
Welding Machine	day	600.00
Water Truck	day	12,000.00
Generator Set; etc.	hour	500.00
D. FUEL/OIL		
Ex. Gasoline; etc	litres	50.00

Note: Follow the above format in preparing the price lists to have a uniform format during submission of bids.

Chairman/President

Name of Bidder



1. General

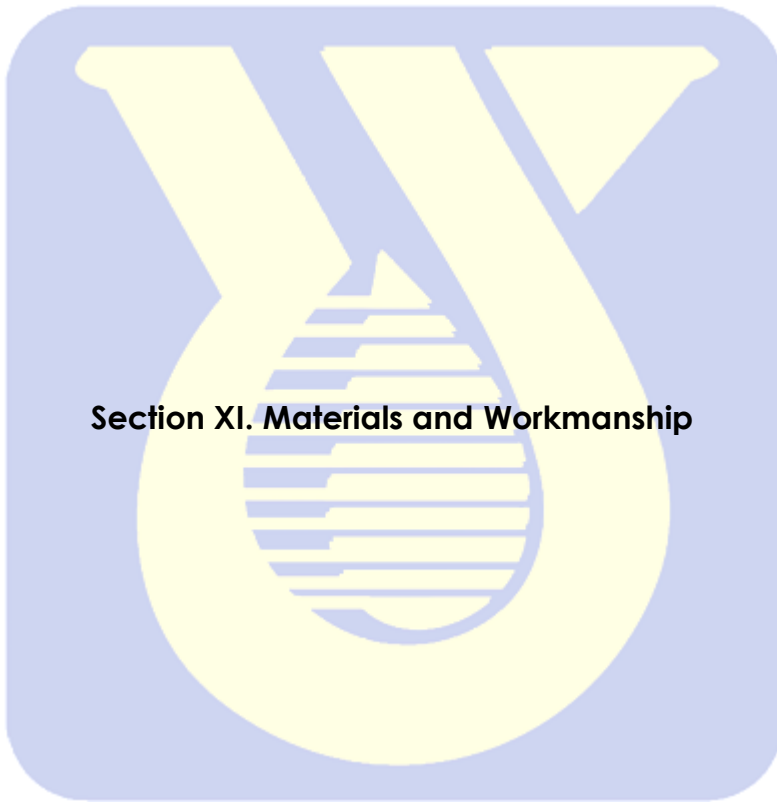
1.1 Scope

The work includes the for **Design, Supply and Installation of 500 m³ effective volume capacity with 300 mm free board Glass-Fused or Epoxy-Coated to Steel Bolted Tank (Sealant Type) with Booster Pumps and Piping Works** at Brgy. San Roque, Baliwag, Bulacan, for the Baliwag Water District.

2. Permits and Utility Expenses

The Contractor shall secure all the permits required and necessary in the project implementation. Utility expenses such as water and electricity shall also be provided by the contractor during the duration of the contract.





Section XI. Materials and Workmanship

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1. Safeguarding of Equipment, Materials and Work

The Contractor shall properly safeguard all equipment, materials and work against loss, damages, malicious mischief, or tampering by unauthorized persons until acceptance of the work by the Owner. Locked and covered storage or continuous surveillance by a watchman shall be provided if required to accomplish this purpose.

2. New Materials and Equipment

Unless otherwise specifically shown, or permitted by the Engineer, all materials and equipment incorporated in the work shall be new and of current manufacture. The Engineer may request the Contractor to furnish manufacturer's certificate to this effect.

3. Title to Materials Found on the Work

The Owner reserves the right to retain title to all materials developed and obtained from the operations connected with the work. Unless otherwise specified in the Special Provisions, neither the Contractor shall have any right, title, or interest in or to any such materials. The Contractor will be permitted to use in his work, without charge, any such materials that meet the requirements of the Specifications and Drawings.

4. Defective Equipment, Materials or Work

- a. Inspection of the work shall not relieve the Contractor of any of his obligations under the Contract. Even though the equipment, materials, or work required to be provided under the Contract have been inspected, accepted, and estimated for payment, the Contractor shall, at his own expense, replace or repair any such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the Contract up to the end of the maintenance and guarantee period.
- b. Any equipment or materials brought upon the job site by the Contractor and subsequently rejected by the Engineer as not complying with the requirements of the Contract shall be removed immediately by the Contractor to a satisfactory distance from the job site.
- c. If the Contractor shall fail to repair or replace unsatisfactory equipment or materials from the job site within seven (7) calendar days after being ordered to do so by the Engineer, the Engineer, acting on behalf of the Owner, may make the ordered repairs or remove the condemned equipment or materials; and the Owner shall deduct the cost thereof from any moneys due or to become due the Contractor.

5. Rubbish Control

During the progress of the work, the Contractor shall keep the site of the work and other areas used by him in a neat and clean condition, and free from any accumulation of rubbish.

6. Dust Control

The Contractor shall at all times conduct his work so as to avoid unnecessary dust. He shall provide adequate equipment and water as determined by the Engineer to be necessary for accomplishment of this objective.

7. Cleaning Up

The Contractor shall promptly remove from the vicinity of the completed work all rubbish, unused materials, concrete forms, equipment, and temporary structures used during construction.

8. Character of Workmen

Only qualified personnel and skilled workmen shall be employed on the site except in positions normally occupied by unskilled labor. When required in writing by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, incompetent, disorderly or otherwise unsatisfactory and shall not again employ such discharged person on the work except with the written consent of the Engineer. Such discharged person shall not be the basis of any claim for damages against the Owner or any of his agents. If the Contractor permits such a person on the work site without the consent of the Engineer, this alone shall be sufficient to immediately suspend the Contract until the Engineer's instructions have been fulfilled.

