



Republic of the Philippines

SAN JUAN WATER DISTRICT

Hall St. Poblacion, San Juan, Batangas

Tel. Nos. (043) 575-3512; 575-5276

CHECKLIST OF REQUIREMENTS

NAME OF PROJECT : SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION

BIDDER'S NAME : _____

FIRST ENVELOPE: Shall contain the following eligibility and technical documents:

ELIGIBILITY AND TECHNICAL DOCUMENTS:

1. Valid PhilGEPS Certificate of Registration and membership
2. Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not in nature and complexity to the contract to be bid;
3. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid;
4. Net Financial Contracting Capacity (NFCC) (must be at least equal to the ABC to be bid) or committed Line of Credit from a Universal or Commercial Bank (must be at least to ten percent (10%) of the ABC to be bid);
5. Joint Venture Agreement (JVA) or the Duly Notarized Statement in accordance with Section 23.1 (b) of this IRR, if applicable;
6. Bid Security in the prescribed form, amount and validity period;
7. Technical Specifications which shall include the following:
 - 7.1 Duly signed Statement of Compliance with the Technical Specifications (please use/attach Section VII- Technical Specifications of the bidding documents)
 - 7.2. Technical Specifications of the materials to be offered which should be supported with (a) brand and (b) product brochures
 - 7.3. Duly signed Section VI – Schedule of Requirements (please use/attach Section VI – Schedule of Requirements of the bidding documents)
 - 7.4. Product Warranty Certificate
 - 7.5. Certificate of Site Inspection from San Juan Water District**

8. Omnibus Sworn Statement by the prospective bidder or its duly authorized representative

Name of Company

Signature over Printed Name

Contractor/Authorized Representative

Date

For San Juan Water District BAC /

Checked by:

Verified by:



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BIDDER'S NAME : _____

SECOND ENVELOPE: Shall contain the following financial documents:

FINANCIAL PROPOSALS

1. Duly Signed/Accomplished BID FORM; and (use the prescribed form attached in Section VIII- Bidding Forms of this Bidding Documents)
2. Duly Signed/Accomplished Bid Form (*For Goods Offered From Within the Philippines*) or (*For Goods Offered From Abroad*) whichever is applicable (use the prescribed form attached in Section VIII- Bidding Forms of this Bidding Documents)
3. Bill of Quantities

I certify that I read fully and understand the contents of this checklist as to the requirements therein indicated.

Name of Company

Signature over Printed Name

Contractor/Authorized Representative

Date

For San Juan Water District BAC

Checked by:

Verified by:

PHILIPPINE BIDDING DOCUMENTS

Procurement of GOODS

Government of the Republic of the Philippines

SAN JUAN WATER DISTRICT

Hall St., Poblacion, San Juan, Batangas

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION

BID NUMBER : SJWD 2019-09

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), and local government units (LGUs) and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GOP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of bidders, such as track record to be determined by the Head of the Procuring Entity; (c) the expected contract duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBDs groups the provisions that are intended to be used unchanged in (ITB) and in Section IV General Conditions of the Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); (SCC) and Section IX. Foreign-Assisted Projects. The forms to be used are provided in Section VIII

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. In addition, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section VIII. where the information is useful for the Bidder. The following general directions should be observed when using the documents:

- (a) All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Project.
- (b) Specific details, such as the “name of the Procuring Entity” and “address for bid submission,” should be furnished in the ITB, BDS, and SCC. The final documents should contain neither blank spaces nor options.

¹ Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- (c) This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, SCC, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should contain no footnotes except Section VIII. since these provide important guidance to Bidders.
- (d) The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.
- (e) If modifications must be made to bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC these terms shall be printed in bold type face on Section I. Instructions to Bidders and Section III. General Conditions of Contract, respectively.

TABLE OF CONTENTS

SECTION I. INVITATION TO BID
SECTION II. INSTRUCTIONS TO BIDDERS
SECTION III. BID DATA SHEET
SECTION IV. GENERAL CONDITIONS OF CONTRACT
SECTION V. SPECIAL CONDITIONS OF CONTRACT
SECTION VI. SCHEDULE OF REQUIREMENTS
SECTION VII. TECHNICAL SPECIFICATIONS
SECTION VIII. BIDDING FORMS
SECTION IX. FOREIGN-ASSISTED PROJECTS

Section I

INVITATION TO BID



Republic of the Philippines
SAN JUAN WATER DISTRICT
Hall St. Poblacion, San Juan, Batangas
Tel. Nos. (043) 575-3512; 575-5276

INVITATION TO BID FOR *SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION*

1. The *San Juan Water District*, through the *Corporate Operating Budget of SJWD for FY 2019* intends to apply the sum of **ONE MILLION THREE HUNDRED TWENTY THOUSAND PESOS ONLY (Php 1,320,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for *Supply, Delivery, Installation, Testing and Commissioning of Electro-Mechanical Equipment for Libato Pumping Station*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *San Juan Water District* now invites bids for *Supply, Delivery, Installation, Testing and Commissioning of Electro-Mechanical Equipment for Libato Pumping Station*. Completion of work is required within **60 calendar days from receipt of Notice to Proceed (NTP)**. Bidders should have completed, within **two (2) 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 a non-discretionary **“pass/fail”** criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Interested bidders may obtain further information from *San Juan Water District* and inspect the Bidding Documents at the address given below during **Monday to Friday from 8:00am to 5:00pm**.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **October 28, 2019** from the address below in the amount of **ONE THOUSAND FIVE HUNDRED PESOS ONLY (Php 1,500.00)**. It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.
6. The *San Juan Water District* will hold a Pre-Bid Conference on **November 5, 2019 (Tuesday), 2:00pm** at *San Juan Water District*, which shall be open to prospective bidders.

7. Bids must be duly received by the BAC Secretariat at the address below on or before ***November 19, 2019 (Tuesday), 2:00pm***. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 0**.

Bid opening shall be on ***November 19, 2019 (Tuesday), 2:00pm*** at ***San Juan Water District***. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The ***San Juan Water District*** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

NOTE: Documents to be submitted must be in proper order in accordance with checklist of requirements (pages 1 to 3 of bid documents). If bidders fail to do so they will be declared as not eligible and automatically be disqualified.

For further information, please refer to:

***Gerlie S. Badillo
Jourabelle San Juan
BAC Secretariat
San Juan Water District
Hall St., Poblacion, San Juan, Batangas
Tel. No. (043) 575-3512
Fax No. (043) 575-3512
E-mail Address: sjwd_055@yahoo.com***

BY:

**DEO MEDEL B. MAGPANTAY
BAC Chairman**

NOTED BY:

**LILIAN P. ALCANTARA
General Manager**

Section II

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

A.General	
1. Scope of Bid	
2. Source of Funds	
3. Corrupt, Fraudulent, Collusive, and Coercive Practices	
4. Conflict of Interest	
5. Eligible Bidders	
6. Bidder's Responsibilities	
7. Origin of Goods	
8. Subcontracts	
B. Contents of Bidding Documents.....	
9. Pre-Bid Conference	
10. Clarification and Amendment of Bidding Documents	
C. Preparation of Bids	
11. Language of Bid	
12. Documents Comprising the Bid: Eligibility and Technical Components	
13. Documents Comprising the Bid: Financial Component	
14. Alternative Bids	
15. Bid Prices	
16. Bid Currencies	
17. Bid Validity	
18. Bid Security	
19. Format and Signing of Bids	
20. Sealing and Marking of Bids	
D. Submission and Opening of Bids	

21.	Deadline for Submission of Bids
22.	Late Bids
23.	Modification and Withdrawal of Bids
24.	Opening and Preliminary Examination of Bids
E. Evaluation and Comparison of Bids	
25.	Process to be Confidential
26.	Clarification of Bids
27.	Domestic Preference
28.	Detailed Evaluation and Comparison of Bids
29.	Post-Qualification
30.	Reservation Clause
F. Award of Contract.....	
31.	Contract Award
32.	Signing of the Contract
33.	Performance Security
34.	Notice to Proceed
35.	Protest Mechanism.....

A. General

1. Scope of Bid

1.1 The Procuring Entity named in the **BDS** invites bids for the supply and delivery of the Goods as described in Section VII. Technical Specifications.

1.2 The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 0.

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

a. defines, for purposes of this provision, the terms set forth below as follows:

(i). “corrupt practice” means 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 government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii). “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2 Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 0.

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 0.

4. Conflict of Interest

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

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

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

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

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

5. Eligible Bidders

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

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

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

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

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

5.4 Unless otherwise provided in the **BDS**, the Bidder must have completed a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the

Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

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

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

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

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

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

6. Bidder's Responsibilities

6.1 The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section VIII as required in **ITB** Clause (k)2.c.

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 0.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign

government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

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

- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

6.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.

6.4 It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.

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

6.6 Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.

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

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

7. Origin of Goods

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to **ITB** Clause 0.

8. Subcontracts

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

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

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

Contents of Bidding Documents

9. Pre-Bid Conference

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

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission and receipt of bids, but not earlier than seven (7) calendar days from the posting of the invitation to bid/bidding documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

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

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

10. Clarification and Amendment of Bidding Documents

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

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

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

10.4 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 0.

Preparation of Bids

11. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

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

1. Eligibility Documents –

Class “A” Documents:

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided,

that the winning bidder shall register with the PhilGEPS in accordance with section 37.1.4 of the IRR.

- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

- (ii.1) name of the contract;
 - (ii.2) date of the contract;
 - (ii.3) contract duration;
 - (ii.4) owner's name and address;
 - (ii.5) kinds of Goods;
 - (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
 - (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
 - (ii.8) date of delivery; and
 - (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.
- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the IRR.

2. Technical Documents –

- a. Bid security in accordance with **ITB** Clause 0. If the Bidder opts to submit the bid security in the form of:
 - i. a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - ii. a surety bond, it shall be accompanied by a certification by the Insurance Commission that the surety or insurance company is authorized to issue such instruments;
- b. Conformity with technical specifications, as enumerated and specified in Sections VI and VII of the Bidding Documents; and
- c. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII.
- d. For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos, a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item or product.

13. Documents Comprising the Bid: Financial Component

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

- (a) Financial Bid Form, which includes bid prices and the applicable Price Schedules, in accordance with **ITB** Clauses 0 and 0;
- (b) If the Bidder claims preference as a Domestic Bidder, a certification from the DTI issued in accordance with **ITB** Clause 0, unless otherwise provided in the **BDS**; and
- (c) Any other document related to the financial component of the bid as stated in the **BDS**.

- 13.2
- (a) Unless otherwise stated in the **BDS**, all bids that exceed the ABC shall not be accepted.
 - (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the responsible unit of the procuring entity and that the estimates reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1 The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 15.2 The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically

disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3 The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

15.4 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For Goods offered from within the Procuring Entity's country:

- (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
- (ii) The cost of all customs duties and sales and other taxes already paid or payable;
- (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
- (iv) The price of other (incidental) services, if any, listed in the **BDS**.

(b) For Goods offered from abroad:

- (i) Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (ii) The price of other (incidental) services, if any, listed in the **BDS**.

(c) For Services, based on the form which may be prescribed by the Procuring Entity, in accordance with existing laws, rules and regulations

15.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to **ITB** Clause 0.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during

contract implementation, except under extraordinary circumstances. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1 Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) stated in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

16.2 If so allowed in accordance with **ITB** Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

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

17. Bid Validity

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

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
<p>Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><i>For biddings conducted by LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	Two percent (2%)
<p>Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	Five percent (5%)

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

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

18.3 No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in **ITB** Clause 0.

18.4 Upon signing and execution of the contract pursuant to **ITB** Clause 0, and the posting of the performance security pursuant to **ITB** Clause 0, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the **ITB** Clause 0.

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 0;
- (ii) does not accept the correction of errors pursuant to **ITB** Clause 0;
- (iii) has a finding against the veracity of any of the documents submitted as stated in **ITB** Clause 29.2;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;

- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his 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 0;
or
- (ii) fails to furnish performance security in accordance with **ITB** Clause 0.

19. Format and Signing of Bids

19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section VIII on or before the deadline specified in the **ITB** Clauses 0 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 0, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

19.2 Forms as mentioned in **ITB** Clause 0 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 0 and 0. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

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

19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or 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 0 in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

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

20.3 The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

20.4 All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 0;
- (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 0; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 0.

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

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 0, shall be declared “Late” and shall not be accepted by the Procuring Entity. The BAC shall record in the minutes of bid submission and opening, the Bidder’s name, its representative and the time the late bid was submitted.

23. Modification and Withdrawal of Bids

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

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

23.2 Bids requested to be withdrawn in accordance with **ITB** Clause 0 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents, may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

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

24. Opening and Preliminary Examination of Bids

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

Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.

- 24.2 Unless otherwise specified in the **BDS**, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in **ITB** Clause 0, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3 Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 0, the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4 Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5 All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6 In the case of an eligible foreign bidder as described in **ITB** Clause 0, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
 - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

24.7 Each partner of a joint venture agreement shall likewise submit the requirements in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iii) by any of the joint venture partners constitutes compliance.

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

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

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

Evaluation and Comparison of Bids

25. Process to be Confidential

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

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

26. Clarification of Bids

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

27. Domestic Preference

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

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

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

28. Detailed Evaluation and Comparison of Bids

28.1 The Procuring Entity will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 0, in order to determine the Lowest Calculated Bid.

28.2 The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

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

(a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

(b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

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

28.5 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Schedule of Prices.

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

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

29. Post-Qualification

29.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 0, 0, and 0.

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

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

29.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 0 and 0, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

29.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

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

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

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

30. Reservation Clause

30.1 Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a

misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

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

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

- i. If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
- ii. If the project is no longer necessary as determined by the HoPE; and
- iii. If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

(a) No bids are received;

(b) All prospective Bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements or fail post-qualification; or

(d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

Award of Contract

31. Contract Award

31.1 Subject to **ITB** Clause 0, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

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

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

(a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:

i. Valid JVA, if applicable; or

ii. In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;

(b) Posting of the performance security in accordance with **ITB** Clause 0;

(c) Signing of the contract as provided in **ITB** Clause 0; and

(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31.4 At the time of contract award, the Procuring Entity shall not increase or decrease the quantity of goods originally specified in **Error! Reference source not found..**

32. Signing of the Contract

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

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

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

32.4 The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- (d) Performance Security;
- (e) Notice of Award of Contract; and
- (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

33. Performance Security

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

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

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Five percent (5%)

<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by the LGUs, the Bank Draft/ Guarantee or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.</p>	<p>Thirty percent (30%)</p>

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

34. Notice to Proceed

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

35. Protest Mechanism

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

Section III

Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is SAN JUAN WATER DISTRICT.</p> <p>The name of the Contract is SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION.</p>
1.2	<p>The lot(s) and reference is/are:</p> <p>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through San Juan Water District Corporate Operating Fund for FY 2019 in the amount of ONE MILLION THREE HUNDRED TWENTY THOUSAND PESOS ONLY (Php 1,320,000.00)</p> <p>The name of the Project is: SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Foreign bidders, except those falling under ITB Clause (b), may not participate in this Project
5.4	No further instructions
7	No further instructions.
8.1	Subcontracting is not allowed.
8.2	Not applicable.

9.1	The Procuring Entity will hold a Pre-bid conference for this Project on <i>November 5, 2019 (Tuesday), 2:00pm</i> at <i>San Juan Water District Office at Hall St., Poblacion, San Juan, Batangas.</i>
10.1	<p>The Procuring Entity's address is:</p> <p><i>SAN JUAN WATER DISTRICT</i></p> <p><i>Hall St., Poblacion, San Juan, Batangas</i></p> <p>Contact Person : DEO MEDEL B. MAGPANTAY</p> <p>BAC CHAIRMAN</p> <p>Contact No: (043) 575-3512</p> <p>Fax No. (043) 575-3512</p> <p>E-mail Address: sjwd_055@yahoo.com</p>
12.1	No further instructions.
12.1(a)(ii)	The bidder's SLCC similar to the contract to be bid should have been completed within <i>two years</i> prior to the deadline for the submission and receipt of bids.
13.1	No additional requirements.
13.1 (b)	No further instructions.
13.1 (c)	No additional requirements.
13.2	The ABC is <i>ONE MILLION THREE HUNDRED TWENTY THOUSAND PESOS ONLY (Php 1,320,000.00)</i> . Any bid with a financial component exceeding this amount shall not be accepted.
15.4 (a)(iv)	Incidental services are required such as installation of electro-mechanical equipment and testing at site including training of personnel who will operate the equipment.
15.4 (b)	The price of the Goods shall be quoted DDP to <i>San Juan Water District.</i>
16.1 (b)	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.

16.3	Not applicable.
17.1	Bids will be valid up to 120 cd after the date of opening of bid.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Php 26,400.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or 2. The amount of not less than Php 66,000.00 (5% of ABC) if bid security is in Surety Bond.
18.2	The bid security shall be valid until 120 calendar days after opening of bid.
20.3	Each Bidder shall submit one (1) original and (2) two copies of the first and second components of its bid.
21	<p>The address for submission of bids is San Juan Water District Office at Hall St., Poblacion, San Juan, Batangas.</p> <p>The deadline for submission of bids is November 19, 2019 (Tuesday), 2:00pm.</p>
24.1	<p>The place of bid opening is San Juan Water District Office at Hall St., San Juan, Batangas.</p> <p>The date and time of bid opening is November 19, 2019 (Tuesday), 2:00pm.</p>
24.2	No further instructions.
24.3	No further instructions.
27.1	No further instructions.
28.3 (a)	<p>Grouping and Evaluation of Lots –</p> <p>All items to be grouped together to form one complete Lot that will be awarded to one Bidder to form one complete contract.</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and</p>

	contract award.
28.4	No further instructions.
29.2	Authorized Distributorship Agreement/Certificate or Manufacture's Authorization in the case of a bidder offering supply GOODS under the contract which the bidder did not manufacture or otherwise produce.
32.4(f)	No additional requirement.

Section IV

GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

1.	DEFINITIONS
2.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES.....
3.	INSPECTION AND AUDIT BY THE FUNDING SOURCE
4.	GOVERNING LAW AND LANGUAGE
5.	NOTICES
6.	SCOPE OF CONTRACT
7.	SUBCONTRACTING
8.	PROCURING ENTITY’S RESPONSIBILITIES
9.	PRICES
10.	PAYMENT
11.	ADVANCE PAYMENT AND TERMS OF PAYMENT
12.	TAXES AND DUTIES
13.	PERFORMANCE SECURITY
14.	USE OF CONTRACT DOCUMENTS AND INFORMATION
15.	STANDARDS
16.	INSPECTION AND TESTS
17.	WARRANTY
18.	DELAYS IN THE SUPPLIER’S PERFORMANCE
19.	LIQUIDATED DAMAGES
20.	SETTLEMENT OF DISPUTES.....
21.	LIABILITY OF THE SUPPLIER
22.	FORCE MAJEURE
23.	TERMINATION FOR DEFAULT
24.	TERMINATION FOR INSOLVENCY
25.	TERMINATION FOR CONVENIENCE
26.	TERMINATION FOR UNLAWFUL ACTS.....
27.	PROCEDURES FOR TERMINATION OF CONTRACTS
28.	ASSIGNMENT OF RIGHTS
29.	CONTRACT AMENDMENT
30.	APPLICATION

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) “The Goods” means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.
- (d) “The Services” means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this Section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Procuring Entity” means the organization purchasing the Goods, as named in the SCC.
- (h) “The Procuring Entity’s country” is the Philippines.
- (i) “The Supplier” means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the SCC.
- (j) The “Funding Source” means the organization named in the SCC.
- (k) “The Project Site,” where applicable, means the place or places named in the SCC.
- (l) “Day” means calendar day.
- (m) The “Effective Date” of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.

- (n) “Verified Report” refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. Corrupt, Fraudulent, Collusive, and Coercive Practices

21. Unless otherwise provided in the **SCC**, the Procuring Entity as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, the Procuring Entity:

- (a) defines, for the 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 it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in 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.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements

to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

- (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2 Further the Funding Source, Borrower or 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 any of the practices mentioned in **GCC Clause 0**.

3. Inspection and Audit by the Funding Source

The Supplier shall permit the Funding Source to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

4. Governing Law and Language

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

4.2 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 exchanged by the parties shall be written in English.

5. Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall

be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

- 5.2 A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for GCC Clause 0.

6. Scope of Contract

- 6.1 The Goods and Related Services to be provided shall be as specified in Section VIII.
- 6.2 This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7. Subcontracting

- 7.1 Subcontracting of any portion of the Goods, if allowed in the **BDS**, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2 If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

8. Procuring Entity's Responsibilities

- 8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 0.

9. Prices

- 9.1 For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with **GCC** Clause 0.

10. Payment

- 10.1 Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. Ten percent (10%) of the amount of each payment shall be retained by the Procuring Entity to cover the Supplier's warranty obligations under this Contract as described in **GCC** Clause 0.
- 10.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 0, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3 Pursuant to **GCC** Clause 0, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.
- 10.4 Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 10.5 Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

11. Advance Payment and Terms of Payment

- 11.1 Advance payment shall be made only after prior approval of the President, and shall not exceed fifteen percent (15%) of the Contract amount, unless

otherwise directed by the President or in cases allowed under Annex “D” of RA 9184.

11.2 All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

11.3 For Goods supplied from abroad, unless otherwise indicated in the SCC, the terms of payment shall be as follows:

- (a) On Contract Signature: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and in the form provided in Section VIII. Bidding Forms.
- (b) On Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity’s authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity’s authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity’s own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

12. Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

13. Performance Security

13.1 Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 0.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

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

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

(a) There are no pending claims against the Supplier or the surety company filed by the Procuring Entity;

(b) The Supplier has no pending claims for labor and materials filed against it; and

(c) Other terms specified in the SCC.

13.5 In case of a reduction of the contract value, 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.

14. Use of Contract Documents and Information

14.1 The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Any document, other than this Contract itself, enumerated in GCC Clause 0 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section IV technical specification and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

16. Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity. The SCC and Section VII technical specification shall specify what inspections and/or tests the Procuring Entity requires and where they are to be conducted. The Procuring Entity shall notify

the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity. The Supplier shall provide the Procuring Entity with results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Clause 0.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

17. Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in the **SCC**. The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee

equivalent to at least one percent (1%) of the total Contract Price or other such amount if so specified in the **SCC**. The said amounts shall only be released after the lapse of the warranty period specified in the **SCC**; provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.4 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Entity.

17.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC** Clause 0, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and under the applicable law.

18. Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI.

18.2 If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 0, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 0, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 0, unless an extension of time is agreed upon pursuant to **GCC** Clause 0 without the application of liquidated damages.

19. Liquidated Damages

Subject to **GCC** Clauses 0 and 0, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten

percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to GCC Clause 0, without prejudice to other courses of action and remedies open to it.

20. Settlement of Disputes

- 20.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 (“R.A. 9285”), otherwise known as the “Alternative Dispute Resolution Act of 2004.”
- 20.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

21. Liability of the Supplier

- 21.1 The Supplier’s liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the SCC.
- 21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

22. Force Majeure

- 22.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier’s delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.

22.2 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 Supplier 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 Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

22.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

23. Termination for Default

23.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:

- (a) Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price;
- (b) As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
- (c) The Supplier fails to perform any other obligation under the Contract.

23.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 0 to 0, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

23.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

24. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier 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 Supplier, 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 Supplier.

25. Termination for Convenience

25.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government 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.

25.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

26. Termination for Unlawful Acts

26.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 0;
- (b) Drawing up or using forged documents;

- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

27. Procedures for Termination of Contracts

27.1 The following provisions shall govern the procedures for 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 Implementing Unit 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 Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier 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 Supplier to show cause as to why this Contract should not be terminated; and
 - (iv) special instructions of the Procuring Entity, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) 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 Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier

of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

28. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

29. Contract Amendment

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

30. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Section V

SPECIAL CONDITIONS OF CONTRACT

Special Conditions of Contract

GCC Clause	
1.1 (g)	The Procuring Entity is <i>San Juan Water District</i>
1.1 (i)	The Supplier is _____
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through <i>San Juan Water District Corporate Operating Fund for FY 2019</i> in the amount of ONE MILLION THREE HUNDRED TWENTY THOUSAND PESOS ONLY (Php 1,320,000.00).
1.1 (k)	The Project Site is <i>Barangay Libato, San Juan, Batangas.</i>
2.1	No further instructions.
5.1	<p>The Procuring Entity's address for Notices is <i>San Juan Water District</i> <i>Hall St., Poblacion, San Juan, Batangas</i> <i>Tel/Fax No: (043) 575-3512</i></p> <p>SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION</p> <p>The Supplier's address for Notices is: _____ _____</p>
6.2	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods Supplied from Abroad, state “The delivery terms applicable to the Contract are DDP delivered [insert place of destination]. In accordance with INCOTERMS.”</i></p>

	<p><i>For Goods Supplied from Within the Philippines, state “The delivery terms applicable to this Contract are delivered [insert place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</i></p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines:</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount; (ii) Original and four copies delivery receipt/note, railway receipt, or truck receipt; (iii) Original Supplier’s factory inspection report; (iv) Original and four copies of the Manufacturer’s and/or Supplier’s warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity’s representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity’s representative at the Project Site. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity and the insurance company by cable the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> <ul style="list-style-type: none"> (i) Original and four copies of the Supplier’s invoice showing
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	<p>Goods' description, quantity, unit price, and total amount;</p> <ul style="list-style-type: none"> (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ; (iii) Original Supplier's factory inspection report; (iv) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; (v) Original and four copies of the certificate of origin (for imported Goods); (vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; (vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and (viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is <i>[insert name(s)]</i>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI.</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar</p>
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	<p>services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ul style="list-style-type: none"> (a) such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and (b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts required are listed in Section VII and the cost thereof are included in the Contract Price</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for a period of <i>30 calendar days</i>.</p> <p>Other spare parts and components shall be supplied as promptly as possible, but in any case within <i>two (2)</i> months of placing the order.</p> <p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent</p>
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	<p>instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Insurance –</p> <p>The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of</p>
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	<p>Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered <i>force majeure</i> in accordance with GCC Clause 0.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP Deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Patent Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
10.4	Not applicable
10.5	Payment using LC is not allowed.
11.3	Maintain the GCC Clause.
13.4	“No further instructions”.
16.1	The inspections and tests that will be conducted are: Pre-delivery inspection and laboratory testing is required
17.3	<p><i>If the Goods pertain to Expendable Supplies:</i> Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.</p> <p><i>If the Goods pertain to Non-expendable Supplies:</i> One (1) year after acceptance by the Procuring Entity of the delivered Goods.</p>
17.4	The period for correction of defects in the warranty period is 30 calendar days
21.1	<i>if the Supplier is a joint venture</i> , “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”

Section VI.

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	15 Hp pump and motor with accessories and power line extension	1 lot	lumpsum	All items must be delivered, installed, tested, commissioned and completed within 60 calendar days from receipt of NTP
2	Discharge line assembly and appurtenances including flow meter and accessories	1 lot	lumpsum	
3	Electrical equipment including VFD	1 lot	lumpsum	
4	Hypochlorinator and accessories	1 lot	lumpsum	
5	Panel wire gutter and conduit pipes	1 lot	lumpsum	

Section VII.

Technical Specifications

TECHNICAL SPECIFICATIONS

GENERAL

- a. The Contractor shall furnish, install, test and commission at site all the mechanical/electrical equipment specified herein. He shall provide the necessary supervision, tools, materials, supplies and appurtenances for the proper installation, testing and operation of the completely assembled equipment.
- b. All equipment furnished and installed shall be brand new and non-obsolete(at most three years ex-stock), unused, and guaranteed from defects in materials, design and/or workmanship. Importation papers of ex-stock equipment shall be submitted. No equipment or materials shall be delivered for installation on site prior to the return of acceptable shop drawings submitted by the Contractor in accordance with Section VI. The Contractor shall submit together with the shop drawings, a certification of the availability of spare parts and service locally in case of system breakdown for a period of five (5) years.
- c. The work under this Contract shall be done in accordance with the requirements of the latest edition of the Philippine Electrical Code, the rules, regulations and requirements of electrical and telephone utilities as far as their permanent services are concerned, and the government ordinances enforced in the locality. In case of conflict with these specifications or the drawings, the preceding clause shall govern.
- d. The Contractor shall be responsible for securing all necessary permits from the appropriate government authorities at his own expense both for the mechanical/electrical construction and for the operation of the system upon completion of the work. The Contractor shall furnish the Owner with the approved Certificate of Final Mechanical/Electrical Inspection.
- e. All electrical and mechanical equipment, materials and components shall be specified unless specifically exempted, in which case, they shall be the best of their respective kind. Samples of materials to be supplied shall be submitted for approval when required by the Engineer. All electrical equipment and material shall bear the manufacturer's inspection label, unless exception to this requirement is inherent to a particular item.
- f. The Contractor shall coordinate and work with all other parties with those apparatus he shall connect part/s of the work required herein. The Contractor shall prepare drawings or details of the equipment he supplied, location of sleeves, conduits and supports that may be required by other trades and shall furnish the Owner with at least five (5) copies of these drawings for information of all parties concerned. The approval of such drawings shall not relieve the Contractor in any way from the responsibility of the properly locating and/or coordinating his work with those of other parties involved.
- g. The minimum efficiencies specified herein are the minimum laboratory efficiencies for a completely staged unit. The Contractor shall furnish copies of certified non-witnessed performance test for the imported equipment. In the absence of such certification and

for the locally manufactured/assembled equipment, a local laboratory testing shall be conducted on the equipment in the presence of authorized LWUA representatives. In no case shall the Contractor shall be allowed to deliver and install the unit satisfactory laboratory test is attained. The cost of making the test shall be borne entirely by the Contractor.

- h. The Contractor shall be responsible for all components and for satisfactory installation and operation of the completely assembled unit, including the motor, motor controller and pump.
- i. The equipment and installation shall be guaranteed for a period of at least one (1) year of trouble-free operation. The Contractor shall furnish and replace, without cost of the Owner, any equipment or part that is defective or shows undue wear within one (1) year after acceptance of the contract work. A warranty certificate shall be issued to the owner, effectivity date of which shall start on the same day the units have been accepted. A duplicate copy of the same shall be furnished to the Engineer. All incidental expenses relative to the warranty work shall be borne entirely by the Contractor.
- j. All mechanical and electrical equipment shall be tested to the satisfaction of the Engineer before any facility is put into operation, test shall be made to determine whether the equipment has been properly assembled, aligned, adjusted and connected. Any changes, adjustments or replacements required to make the equipment operate as specified shall be carried out by the Contractor as part of the work.
- k. Upon completion of the contract work, the Contractor shall arrange that a field testing be conducted on the electro-mechanical equipment by the Engineer/s in his presence. The test shall be made to show that the installed equipment satisfies its specifications and operational requirements. The contract work will not be accepted and final payment will not be recommended until satisfactory test been made. In the event of failure of the equipment to meet the guaranteed efficiencies or to operate to the Engineer's satisfaction and repairs and shall receive no additional compensation therefore. Failure of the equipment to meet the contract requirements in three (3) official tests shall be a ground for rejection. Expenses to be incurred, including the travel expenses of LWUA Engineers during the second and the last official field test shall be charge to the Supplier. The test run shall be made within thirty (30) calendar days upon receipt of the Supplier request for such testing. Provided however, that if the Engineer/s fail to make the test within the said period, the field test shall not further delay the acceptance of the work.

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

During the testing of the equipment, the Contractor shall arrange to have available qualified persons who shall instruct the plant personnel in the operation and care thereof. Only after all the equipment has been tested and adjusted shall the new facilities be put into operation. Acceptance testing of equipment shall not include initial

start-up and adjustment of the equipment. All equipment shall be tested for proper operation and undergo initial adjustments prior to acceptance.

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

- l. Before the acceptance of the work, the Contractor shall furnish, for each piece of equipment supplied, two (2) complete bound sets giving information listed below (in English):
 - 1) Clear and concise instruction for the operation, adjustments and lubrication and other maintenance of the equipment.
 - 2) List of spare parts, as provided by the Contractor on the date of the completion of the work and to be restored by the Water District.
 - 3) Part list of the equipment with catalogue numbers and other data necessary for ordering replacement parts in the future.
 - 4) All equipment furnished under these Specifications shall comply with all applicable mandatory safety codes.
- m. Where materials of construction are not specified, the Contractor shall use first class commercial grades best suited for the particular use for which they are employed.
- n. The Contractor shall employ licensed Mechanical and/or Electrical Engineer/s to supervise the mechanical and/or work electrical work as required by Commonwealth Act. No. 294, known as the Mechanical Engineering Law and Republic Act No.7920 known as the Electrical Engineering Law.

PUMP AND SUBMERSIBLE MOTOR

1. SCOPE OF WORK

The Contractor shall furnish, deliver, install, test and commission in accordance with these Specifications and Drawings submersible pump and motor set, complete with pump sleeve, reducers/increasers submersible cable, discharge elbow, column pipe, and other accessories and appurtenances as specified herein and shown on the drawings.

2. SUBMERSIBLE PUMP

- a. **OPERATING REQUIREMENTS** – The pumps shall meet the following operating requirements:

DESCRIPTION

1) Number of units	1
2) Minimum capacity at design head, lps (gpm)	6lps
3) Design head, TDH, m (ft)	130 meters
4) Minimum pump laboratory efficiency at design head(exclusive of the pump column friction), percent	80
5) Normal size of column pipe mm (in.)	75 (3)
6) Length of column pipe (from bottom discharge elbow to top of bowl assembly)m (ft)	120(400)
7) Design speed, rpm	3500
8) Maximum Motor Horsepower, Kw (Hp)	11 (15.0)
9) Length of submersible cable, m (ft)	135(450)

Suction point of the pump shall be alongside the blank casing at a depth of 120 M from the measuring point.

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

b. PUMP CONSTRUCTION

1. **Pump Element** – The impellers shall be of the enclose type, constructed of bronze or stainless steel, accurately fitted, smoothly finished, and dynamically balanced at normal speed. They shall have removable wearing rings and lateral seal rings mounted on their companion cases. The bowl cases shall be constructed of closed-grained cast iron or stainless steel. Cast iron bowls shall be provided with non-toxic epoxy or glass enamel lining. Pump bearings shall be of type 416 stainless steel.

2. **Column Pipe** – The column pipe for the submersible pumps shall be 10 pcs x 20ft seamless black iron pipe, not lighter than schedule 40, and shall be threaded with france coupling and 20 pcs x 10ft 3" 88.7mm O.D Sure-Loc PVC Riser Pipe without coupler, min wall thickness 7.62mm in 2.9meters overall length (end to end) dimension as per ASTM D 1785,Schd. 80 in blue color . The inlet area shall be equal to at least five (5) times the impeller inlet area. A non-leak check valve shall be provided and installed at the top portion

of the bowl assembly. The Supplier shall furnish increaser/reducer when necessary to suit the size of the discharge pipe.

3. The pump shall have nameplate showing the serial number of the equipment and the name of the manufacturer. The nameplate shall show capacity in liters per second, TDH in meters and rated speed in revolutions per minute. Such other information as the manufacturer may consider necessary for complete identification shall be shown on the plate. The nameplate of the distributing agent shall not be acceptable. The nameplate shall be securely fastened to the equipment in a location affording easy viewing.

c. MOTOR

The motor shall be of squirrel cage, induction type, rated at 15 Hp, 240 volts, three phase, 3500 rpm, 60 hertz AC. The motors shall be designed for continuous duty operation and shall have a minimum service factor of 1.15. The motors shall be water filled and shall incorporate a mechanical seal to restrict foreign matters from entering the motor. The thrust bearings shall be of ample capacity to carry the weight of all rotating parts plus the hydraulic thrust, including axial and side thrusts and shall be an integral part of the driver. They shall be equipped with expansion diaphragm to compensate for filling water expansion/contraction due to temperature changes. Motors shall be fitted with flow sleeves to promote sufficient cooling. They shall be fitted with non-corrosive nameplate on which all NEMA standard motor data shall be stamped or engraved in English/Metric. A duplicate of the plates shall be attached to the discharge elbow to afford ready identification of the installed submersible motors.

d. SUBMERSIBLE CABLE

Splicing of submersible motor lead wires and submersible cable shall form part of the work.

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

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

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

ELECTRICAL EQUIPMENT

1. SCOPE OF WORK

The Supplier shall furnish, deliver, install, test and commission in accordance with these Specifications and drawing wires and cables, conduits and fittings, motor controller and its auxiliary control devices, grounding system, control transformers, level relay, electrodes and feeder, and other appurtenances as specified herein and shown on the drawings.

2. WIRE AND CABLE

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

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

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

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

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

d. Conductor shall not be pulled into the raceway until:

1. raceway system has been inspected.
2. plastering and concrete have been completed in the case of concealed work;
- 3 .raceway has been freed of moisture and debris.

3. RACEWAY

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

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

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

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

e. Junction boxes and pulled boxes of code gauge steel shall be provided as indicated in the drawings with suitable fittings to facilitate cable pulling.

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

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

4. GROUNDING

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

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

5. SPLICES AND TERMINATIONS

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

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

c. Control conductors shall be determined under terminal screws with pre-insulated fork tongue lugs or approve equal.

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

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

6. WIRE AND CABLE IDENTIFICATION

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

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

c. General purpose control conductors shall be red. Wire makers shall be plastic impregnated cloth or approved equal.

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

e. Terminal strip shall be identified by impregnated varnished marker strip, attached under the terminal strip.

7. CIRCUIT BREAKERS

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

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

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

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

MOTOR CONTROL EQUIPMENT

a. **GENERAL** – The magnetic starter unit shall consist of an industrial type circuit breaker with three overload relays, one for each phase, for motor protection against excessive overloading on starting and in operation. Contractors shall be rated for AC2/AC3 applications according to applicable NEMA or IES standards. Magnetic starter unit shall consist of all necessary relays, timers, and motor protective auxiliary devices against phase failure, dry well/sump and high pressure, among others.

b. COMPONENTS

1. CIRCUIT BREAKERS

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

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

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

2. OVERLOAD RELAY

Overload relay shall conform to IEC 292, IEC 947, NF C 63-650 and VDE 0660. Rated operational insulation voltage shall be according to IEC 292-1, VDE 0110, UL CSA or better. Overload tripping shall be according to UL 508/IEC 947-4 (Class 10) or better. Ambient air temperature for normal operation shall be from -25% to +55degree C and ambient temperature shall be from -15 to +55degree C.

3. OVERLOAD PROTECTION FOR SUBMERSIBLE PUMP

Overload relay for submersible pump protection shall be of the type with an operating trip response time of 500 milliseconds or less at 100% trip setting.

4. CIRCUIT DIAGRAM

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

5. RELAYS

a. In general, relays shall be of the electro-mechanical or electronic type suitable for panel mounting and industrial applications. Relay coils shall be rated for continuous operations at 220 Volts AC 60, cps or 48 volts DC as required by their applications. Permissible coil pick-up voltage shall be minus 15% and plus 10% or broader. Drop voltage shall be minus 25% to 40% of rated voltage. Coil burden shall be compatible with each application. Operating temperature shall be minus 5 degrees Centigrade or better. Control relay shall conform to IEC 158-1, 1337 and 225, VDE 0660, or better. Ambient temperature for operation shall be from -40 to +60 degrees Centigrade. Control voltage range shall be from 12 to 600 V. mechanical life shall be a minimum of 5 million operations. Rated insulation voltage shall conform to VDE 0110C, IEC 158-1, BS 5452 or better.

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

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

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

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

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

g. Level actuated relay shall be used to actuate reservoir, sump and deepwell water levels to control pump operation and pre-determined high or low level desired.

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

6. CONTROL TRANSFORMER

Control transformers shall be of suitable capacity as required by control components, rated 60 Hz, dry-type, two-winding and mounted inside the control panel as shown on the Drawings. Control transformers must be capable of maintaining a high degree of voltage regulation (not less than 95%) from no load to full load through the worst momentary inrush requirements of the control components. It shall have an insulation good for 800°C rise over an ambient of 400°C and a hot temperature of 1500°C with a BIL of 10 kV. Control transformer wiring and termination shall be accessible. The unit shall be manufactured in accordance with U.S. NEMA or IEC Standards.

7. PANEL METERS

a. Ammeter - All ammeter to be provided shall be of the quadratic panel type with slide-in-dial and shall have minimum dimensions of 70mm x 70mm. Scale range shall be as required for the pumping station load current at system voltage adopted; with a minimum accuracy of plus or minus 2% of full scale. Units for three phase application shall be provided with 3-position selector switch connected to R,S, and T, and three (3) current transformers of suitable rating for each phase while those for single phase shall have an on-off selector switch only.

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

8. HANDLE-OPERATING MECHANISM

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

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

9. TERMINAL BLOCKS

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

10. HOUR OPERATION COUNTER

Hour operation counter (elapsed time meter) shall be rated 220 volts, 60 Hertz suitable for panel mounting. Counter shall have six (6) digits hour register, the last digit of

which shall indicate tenths of an hour. Hour operation counter shall have square dust-resistant case 65mm each side. Counter shall be non-resetting type.

11. SELECTOR SWITCH

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

12. PUSH-BUTTON UNITS

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

13. PILOT LAMPS/INDICATORS

Pilot lamps shall be rated 200 volts, 60 cps or 48 volts DC as required by its application. They shall be clear glass incandescent type.

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

14. NAMEPLATES

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

9. AUXILIARY PROTECTIVE DEVICES

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

a. PRESSURE SWITCH

The Supplier shall furnish and install a pressure switch with a range of 10 psi - 60 psi. The exact setting shall be determined by the engineer in the field, upon testing and commissioning. The switch shall be singled pole, single throw Mercoid type DA for indoor/outdoor installation or approved substitute.

HYPOCHLORINATING EQUIPMENT

1. GENERAL

a. The Supplier shall furnish and install in accordance with these specifications one (1) hypochlorination system complete with all necessary appurtenances.

b. The hypochlorination system shall include the hypochlorite feed pump assembly, solution ejector, anti-siphon valve, foot valve and strainer assembly, 50-gallon polyethylene solution tank, mixer, piping system and other materials to make a complete operating system.

c. The services of a factory representative to supervise installation and conduct field test run on the hypochlorinator shall be furnished by the Supplier at no cost to the Owner.

d. Before acceptance of the unit a test run will be conducted in the presence of representative/s of the Water District, LWUA and the Supplier. In the event of failure of the hypochlorination system to operate satisfactorily and meet the specifications, the Supplier shall make modifications and adjustments, and shall receive no additional compensation thereof. For purposes of payment the contract work will not be accepted until the test has been made to the satisfaction of the Owner and LWUA.

e. The Supplier shall guarantee the hypochlorination system to be free of factory defects for at least one (1) year and shall issue a warranty certificate to this effect.

f. The Supplier shall furnish all necessary catalogues with a list of spare parts and operating manuals.

2. HYPOCHLORINATOR

a. GENERAL - The hypochlorite feed pump shall be of the positive displacement type with all parts constructed of materials non-corrosive to wet chlorine service.

b. CAPACITY - The feed pump shall have a maximum operating capacity of 50 gal/day (GPD) of hypochlorite solution and shall be equipped with manually operated knob control mounted on top of the pump suitable for the above maximum feed rate. A feed indicator shall permit visual monitor of fluid rate at any time.

c. The rate of hypochlorite solution feed shall be set manually and shall remain constant until manually changed. Feed rate adjustment shall be permitted while the unit is in operation. The hypochlorite feed pump shall be rated 230 VAC, single phase and 60 Hz.

d. STANDARD ACCESSORIES - The hypochlorinator shall be supplied with lubricating oil, suction and discharge tubings with appropriate fittings, anti-siphon valve, foot valve, strainer, check valve with pipe fittings for injection into the water main, plastic solution tank with cover to hold 50 gallons of hypochlorite solution and plastic measuring cup. Motorized mixer and mixer mounting base shall also be included.

e. POWDER CHLORINE - The unit shall be provided with two (2) drums (45 kgs) of calcium hypochlorite powder with 70% available chlorine.

f. CHLORINE TEST KIT - The test kit shall be of colorimetric type and residual chlorine shall be determined by a simple visual comparison between permanent color standards of known value and sample color. The test kit shall be capable of analyzing for total chlorine using orthotolidine solution method. The unit shall have a range of 0-5 m/l or ppm with increments of 0.1 mg/l or ppm. Orthotolidine solution shall be provided with the test kit.

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

Technical Specifications

Item	Specification	Statement of Compliance
		<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the provisions of ITB Clause 0 and/or GCC Clause 0.</p>

TECHNICAL SPECIFICATIONS

Item No.	Quantity	Unit of Measurement	Item Description	Specifications	Statement of Compliance (Comply or Not Comply)
1	1	Lot	Pump and Motor	<p>Brand new</p> <p>Pump; Submersible; Q=6 lps; TDH = 130 m; Min. pump EFF = 80%; Speed = 3500rpm; HP max 11 KW (15 Hp)</p> <p>10pcsx20ft seamless BI Pipe, not lighter than Schd. 40, and shall be threaded with france coupling</p> <p>20pcs x 10ft 3" 88.7mm O.D Sure-Loc PVC Riser Pipe without coupler, min. wall thickness 7.62mm in 2.9 meters overall length (end to end) dimensions as per ASTM D 1785, Sch. 80 in blue color</p> <p>2 pcs 3" Stainless steel connector (top and bottom)</p> <p>Submersible Motor; 15 Hp (11 KW); 3-phase; 240 Volts AC; 60 Hz; 3500 rpm</p> <p>Submersible Cable; 135 meters; 14mm²; THW; 2-Insulation Jacket; Oil & Water Resistant</p>	
2	1	Lot	Discharge Assembly Line and Appurtenances	<p>Brand new</p> <p>1 lot Discharge Elbow; 100 mm diameter with base</p> <p>1 lot Discharge Pipe; 100 mm diameter; GI Schedule 40 (length as verified on site)</p> <p>2 sets Sleeve Type Coupling 100 mm with Harness Set</p> <p>1 set Flowmeter, 100mm diameter, Mechanical, Direct-reading, Propeller-type; Pulse-</p>	

				<p>ready</p> <p>1 set Check Valve with Counterweight, 100 mm diameter</p> <p>2 sets Butterfly Valve; 100 mm diameter, Epoxy coated</p> <p>1 lot Pressure Switch./ Pressure Gauge Assembly</p> <p>1 pc. Hose Bibb, 1/2" diameter</p> <p>2 sets Bend, 4-Piece</p> <p>1 LS Test Line Assembly complete with orifice, manometer tubing and Splash Box</p> <p>1 LS Concrete Support</p>	
3	1	Lot	Electrical Equipment Including VFD	<p>Brand new</p> <p>1 Assy Motor Controller (refer to drawings for Instrumentations) Variable Frequency Drive (VFD), 30 Hp, 240 VAC, 60 Hz, single phase input, three phase output, interlink to full voltage starter with main contact ratings as required by the load; 3 phase, 60 Hz, 240 VAC with 70 AT, MCB, 3 pole, 240 V AC, 60 Hz</p> <p>1 Assy Manual Transfer Switch (MTS); 2-100 at, MCB; Industrial Type, 3-Pole, 240 V AC, 60 Hz, Complete with Mechanical Interlock</p> <p>1 Assy Lighting Panel (LP) 30-AT branch, 2-Pole, 220 V AC, 60 Hz, MCCB Plug-in</p> <p>1 Lot Wires, Conduits, Lighting Fixtures, C.O.'s including service entrance</p>	

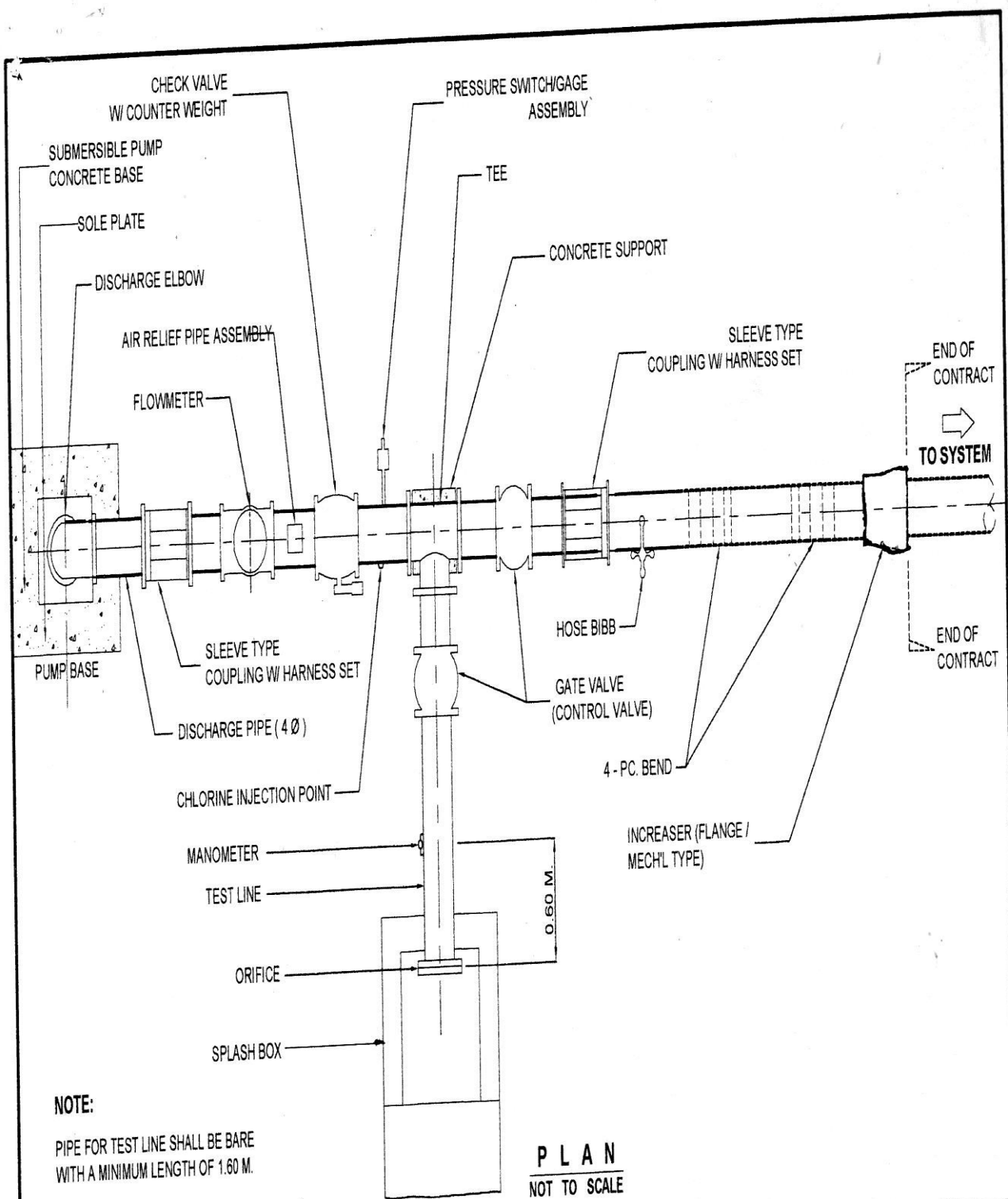
4	1	Lot	Hypochlorinator	<p>Brand new</p> <p>1 Lot Hypochlorinator Feed Pump, Positive Displacement-type 50 GPD Capacity (Max), 1-PH, 220 V AC, 60 Hz</p> <p>Accessories: 1 lot Suction/Discharge Tubings with Fittings; Lubricating oil; Anti-Siphon Valve; Foot Valve; Strainer; Check Valve with fittings for Injection to mains; Plastic solution Tank with cover (50 GAL.-with measurement) Motorized mixer and Mixer mounting base included</p> <p>Powder Chlorine, 2 Drums (45 kgs) Calcium Hypochlorite Powder with 70% available chlorine</p> <p>1 set Chlorine Test Kit (As Specified)</p>	
5	1	Lot	Panel Wire Gutter And Conduits	1 Assy Panel Wire Gutter and Conduits (refer to drawings)	

BIDDER

Authorized Representative Signature over Printed Name

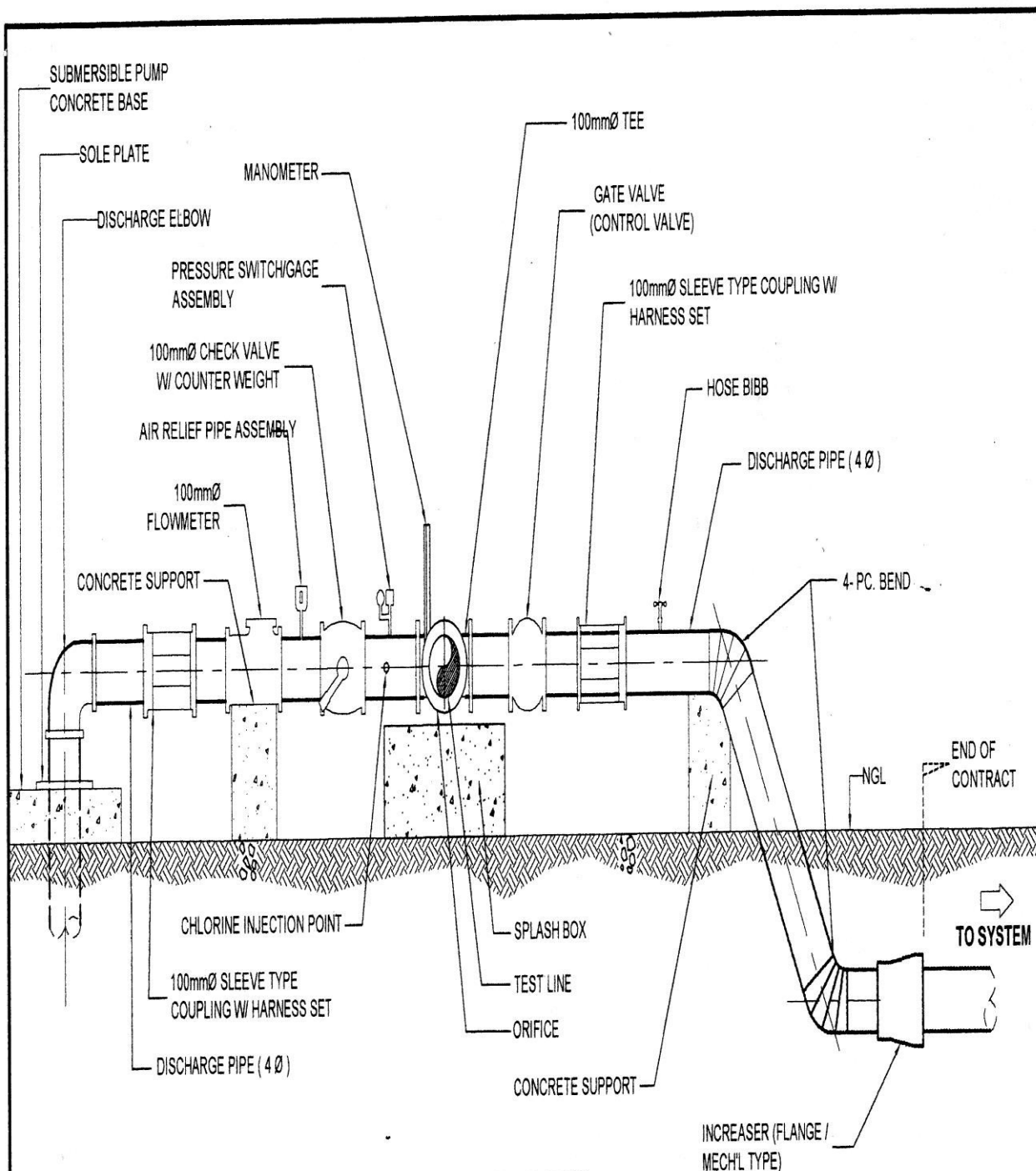
Name

DRAWINGS



LOCAL WATER UTILITIES ADMINISTRATION		DESIGNED BY:	SUBMITTED BY:	RECOMMENDED BY:	SHEET NO.
PROJECT PLANNING DIVISION, AREA 3		<i>[Signature]</i> FERDINAND L. TALAUE	<i>[Signature]</i> JOSEPHINE S. MIRAVALLAS	<i>[Signature]</i> NESTOR G. EVANGELISTA	ME 1/2
OWNER: SAN JUAN WATER DISTRICT		Proj. Planning Div., Area 6	Actg Manager, Operations Luzon South	ADA, Area Operations	

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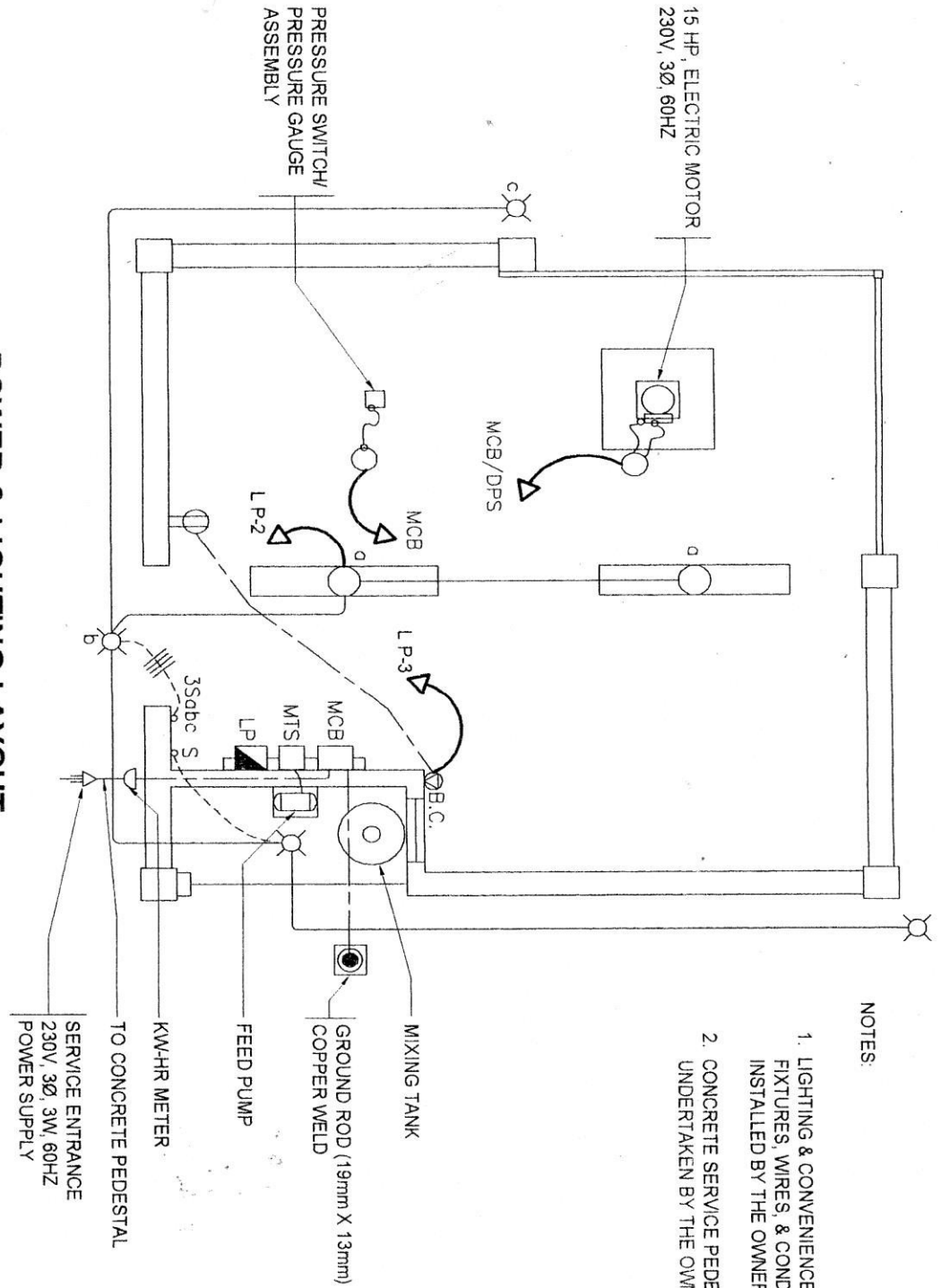
NOTE:

USE 100mm Ø DISCHARGE PIPE.
PIPE FOR TEST LINE SHALL BE BARE
WITH A MINIMUM LENGTH OF 1.80M.

SECTION
NOT TO SCALE

LOCAL WATER UTILITIES ADMINISTRATION	DESIGNED BY:	SUBMITTED BY:	RECOMMENDED BY:	SHEET NO.
PROJECT PLANNING DIVISION, AREA 3	<i>[Signature]</i> FERDINAND L. TALAUE	<i>[Signature]</i> JOSEPHINE S. MIRAVALLES	<i>[Signature]</i> NESTOR G. EVANGELISTA	ME 2/2
OWNER: SAN JUAN WATER DISTRICT	Proj. Planning Div., Area 6	Actg Manager, Operations Luzon South	ADA, Area Operations	

15 HP, ELECTRIC MOTOR
230V, 3Ø, 60HZ



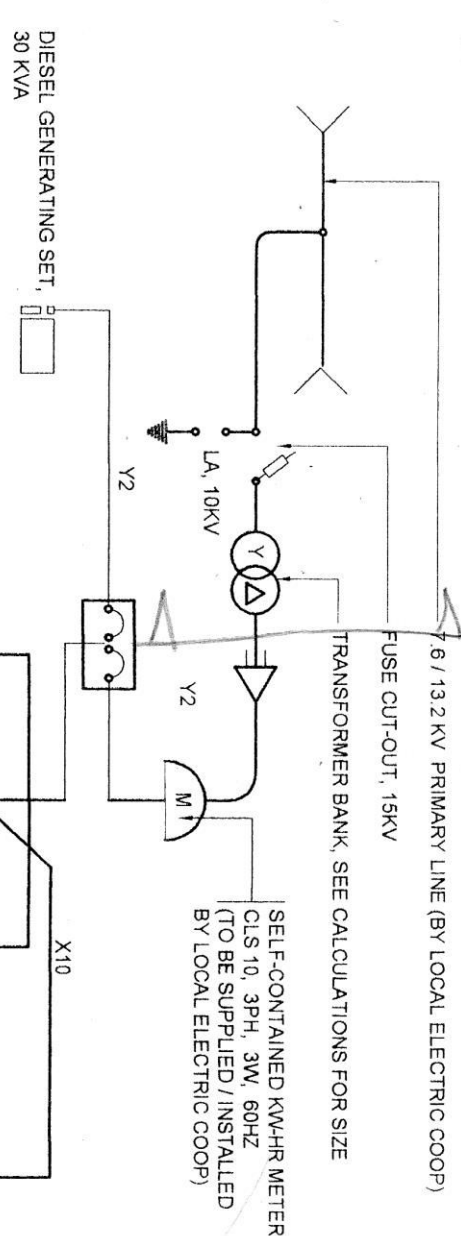
- NOTES:
1. LIGHTING & CONVENIENCE OUTLETS INCLUDING FIXTURES, WIRES, & CONDUITS SHALL BE INSTALLED BY THE OWNER.
 2. CONCRETE SERVICE PEDESTAL SHALL BE UNDERTAKEN BY THE OWNER.

POWER & LIGHTING LAYOUT

NOT TO SCALE

LOCAL WATER UTILITIES ADMINISTRATION	DESIGNED BY:	SUBMITTED BY:	RECOMMENDED BY:	SHEET NO.
PROJECT PLANNING DIVISION, AREA 3	BYRON A. CARBON	JOSEPHINE S. MIRAVALLAS	NESTOR G. EVANGELISTA	EE
OWNER: SAN JUAN WATER DISTRICT	PMED Area 5	Actg Manager, Operations Luzon South	ADA, Area Operations	1 / 6

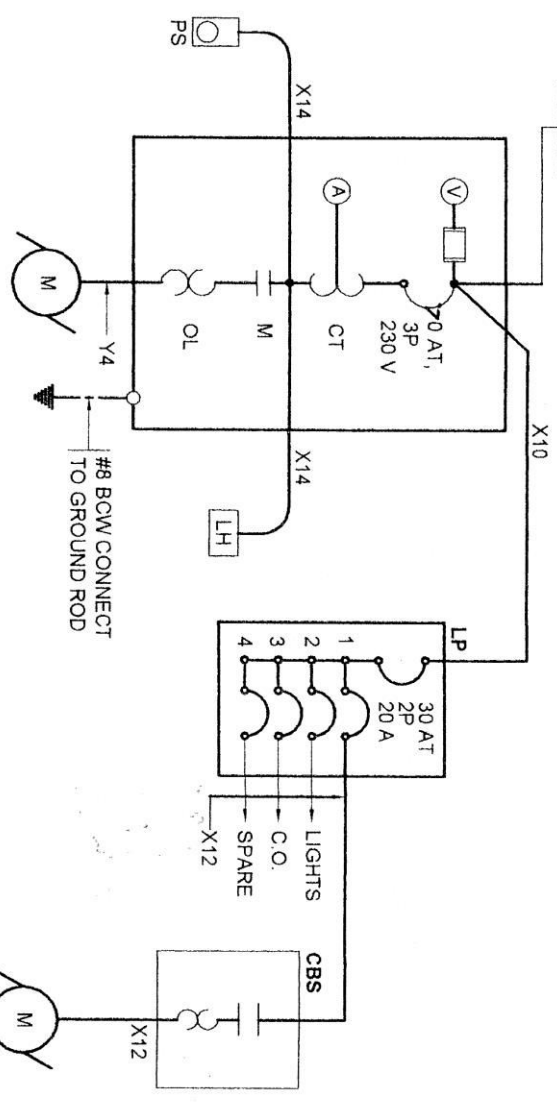
Line of work



TYPE	LINE WIRE SIZE	CONDUIT SIZE
X14	2 - 2.0mm ² THW	15mmØ RSC
X12	2 - 3.5mm ² THW	15mmØ RSC
X10	2 - 5.5mm ² THW	15mmØ RSC
Y4	3 - 14mm ² THW	25mmØ RSC
Y2	3 - 22mm ² THW	25mmØ RSC

NOTE:

1. DISTRIBUTION TRANSFORMERS AND PRIMARY LINE PROTECTIVE APPURTENANCES INCLUDING METERING SYSTEM, PUMPHOUSE LIGHTING PANEL INCLUDING DRY TYPE TRANSFORMER ARE EXISTING.



SUBMERSIBLE MOTOR
15HP, 230V, 3Ø, 60HZ

HYPOCHLORITE FEED PUMP
1 HP, 220V, 60-HZ

SINGLE LINE RISER DIAGRAM

NOT TO SCALE

LOCAL WATER UTILITIES ADMINISTRATION		DESIGNED BY:	SUBMITTED BY:		RECOMMENDED BY:	SHEET NO.
PROJECT PLANNING DIVISION, AREA 3		BYRON A. GARCIA	JOSEPHINE S. MIRAVALLAS		NES TOR G. EVANGELISTA	EE
OWNER: SAN JUAN WATER DISTRICT		PMED, Area 5	Actg Manager, Operations Luzon South		ADA, Area Operations	2 / 6

PANEL : LP						MOTOR FEEDER:	
SERVICE : 230 V, 1 ϕ , 2 W, 60 HZ MOUNTING : SURFACE MOUNTED						FEEDER : 2 - 3.5 mm ² THW MAINS : 20 AT, 2 P, MCB	
CKT. NO.	DESCRIPTION	VA	BRANCH CB			WIRE SIZE	CONDUIT SIZE
			AF	AT	POLE		
1	HYPOCHLORITE FEED PUMP / CONVENIENCE OUTLET	500	100	15	2	2-3.5mm ² THW	15mm \varnothing RSC
2	LIGHTING 2 - 1/40 W FL 4 - 100 W IL	500	100	15	2	2-3.5mm ² THW	15mm \varnothing RSC
3	S P A R E	500	100	15	2	LUGS ONLY	-
4	S P A R E	500	100	15	2	LUGS ONLY	-
TOTAL		2000	-	-	-	-	-

$I_{F.L.} (LP) = \frac{2000 \text{ VA}}{230 \text{ V}} = 8.69 \text{ A}$

LP FEEDER SIZE : 8.69 A X 1.25 = 10.86 A

USE : 2 - 3.5mm²THW IN 15mm \varnothing RSC
 USE : 20 A, 2 P MCB

MCB RATING:
 70 AT, 3 ϕ , 230 V
 INDUSTRIAL TYPE CB

SERVICE ENTRANCE:
 $I_{F.L.} = (1.25) (42) + 10.86$
 = 63.36 AMP
 USE : 3 - 22mm² THW IN 25mm \varnothing RSC

TRANSFORMER SIZE: (EXISTING)
 EXISTING LOAD : 7.5 HP, 240 V, 22 FLA
 1. PROPOSED LOAD:
 MOTOR, 15 HP, 240 V, 60 HZ
 $I_{F.L.} = 42 \text{ AMPS}$
 $P = \frac{\sqrt{3} (240) (64) (1.10)}{1000}$
 = 29.62 KVA

2. TRANSFORMER BANK SIZE: (EXISTING)
 USE: 3 - 10 KVA, OISC, 1 P, 7.6/13.2 V
 230 V SEC, 60 HZ DISTRIBUTION
 TRANSFORMER SUITABLE FOR POLE MOUNTING W/ TAP CHANGER.

WIRE SIZE:
 FOR Y - Δ START

$$= \frac{(I_{F.L.})(1.25)}{\sqrt{3} (28)(1.25)}$$

$$= \frac{42 \times 1.25}{\sqrt{3}}$$

$$= 20.21 \text{ AMP}$$
 USE: 6-5.5mm² THW 25mm \varnothing RSC

WIRE SIZE:
 FOR AUTO TRANSFORMER START

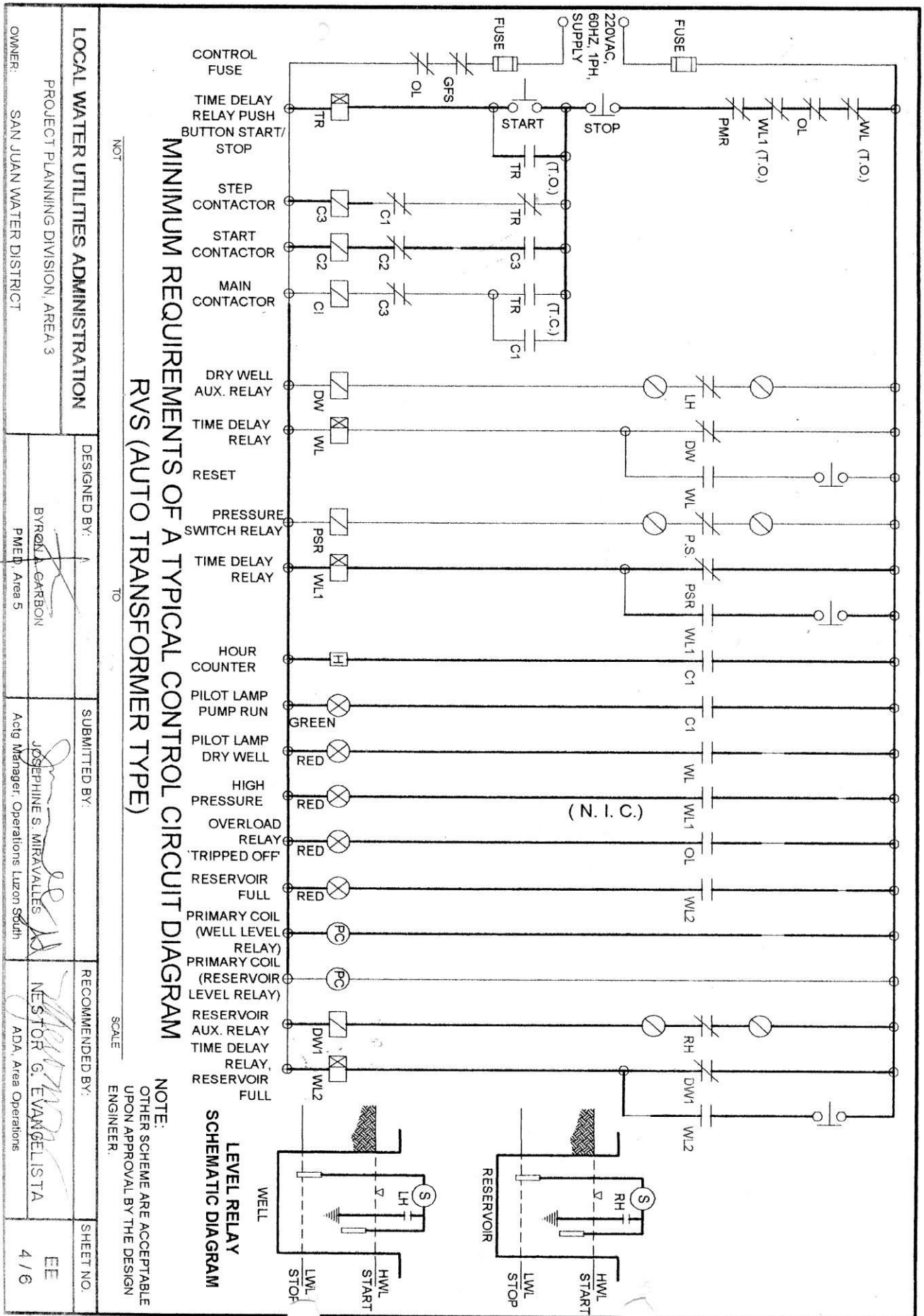
$$= (I_{F.L.}) \times 1.25$$

$$= 42 \times 1.25$$

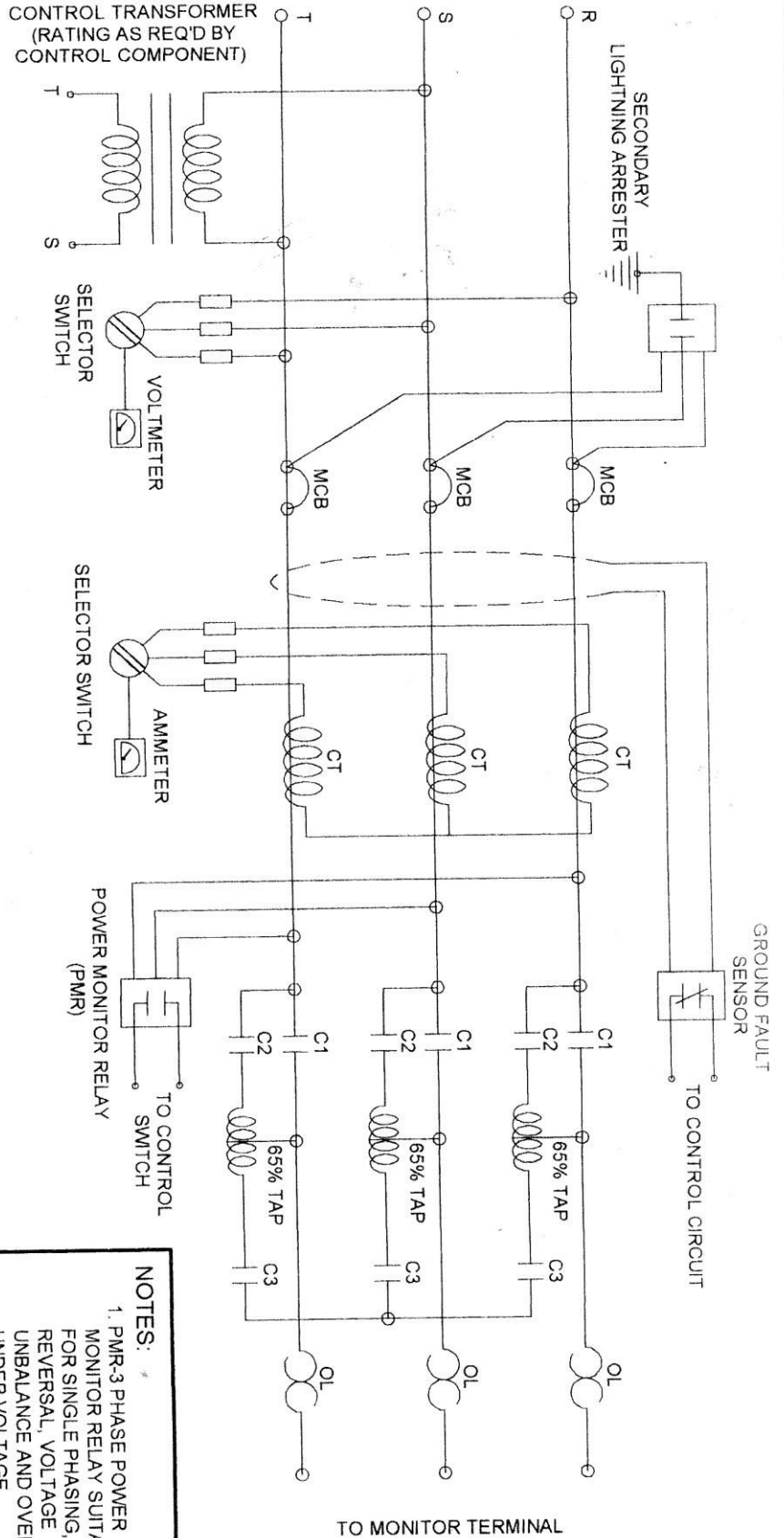
$$= 52.5 \text{ AMP}$$
 USE: 3 - 14 mm² SUB - CABLE TYPE THW

PANEL SCHEDULE AND COMPUTATIONS

LOCAL WATER UTILITIES ADMINISTRATION		DESIGNED BY:		SUBMITTED BY:		RECOMMENDED BY:		SHEET NO.	
PROJECT PLANNING DIVISION, AREA 3		BYRON A. CARBON		JOSEPHINE S. MIRAVALLAS		NESTOR G. EVANGELISTA		EE	
OWNER: SAN JUAN WATER DISTRICT		PMBD, Area 5		Actg Manager, Operations Luzon South		ADA, Area Operations		3 / 6	



240/480 VAC, 60HZ, 3PH,
POWER SUPPLY



MINIMUM REQUIREMENTS OF A TYPICAL RVS (AUTO-TRANSFORMER TYPE) MAIN WIRING DIAGRAM

NOT

TO

SCALE

- NOTES:**
1. PMR-3 PHASE POWER MONITOR RELAY SUITABLE FOR SINGLE PHASING, REVERSAL, VOLTAGE UNBALANCE AND OVER/ UNDER VOLTAGE.
 2. OTHER SCHEME OF RVS AUTOTYPE IS ACCEPTABLE UPON APPROVAL BY THE DESIGN ENGINEER.
 3. FOR CB RATING, SEE LOAD SCHEDULE AND COMPUTATIONS.
 4. PROVIDE CONTROL TRANSFORMER, IF NECESSARY.

LOCAL WATER UTILITIES ADMINISTRATION

PROJECT PLANNING DIVISION, AREA 3

DESIGNED BY:

BYRON A. CARBON
PMEP, Area 5

SUBMITTED BY:

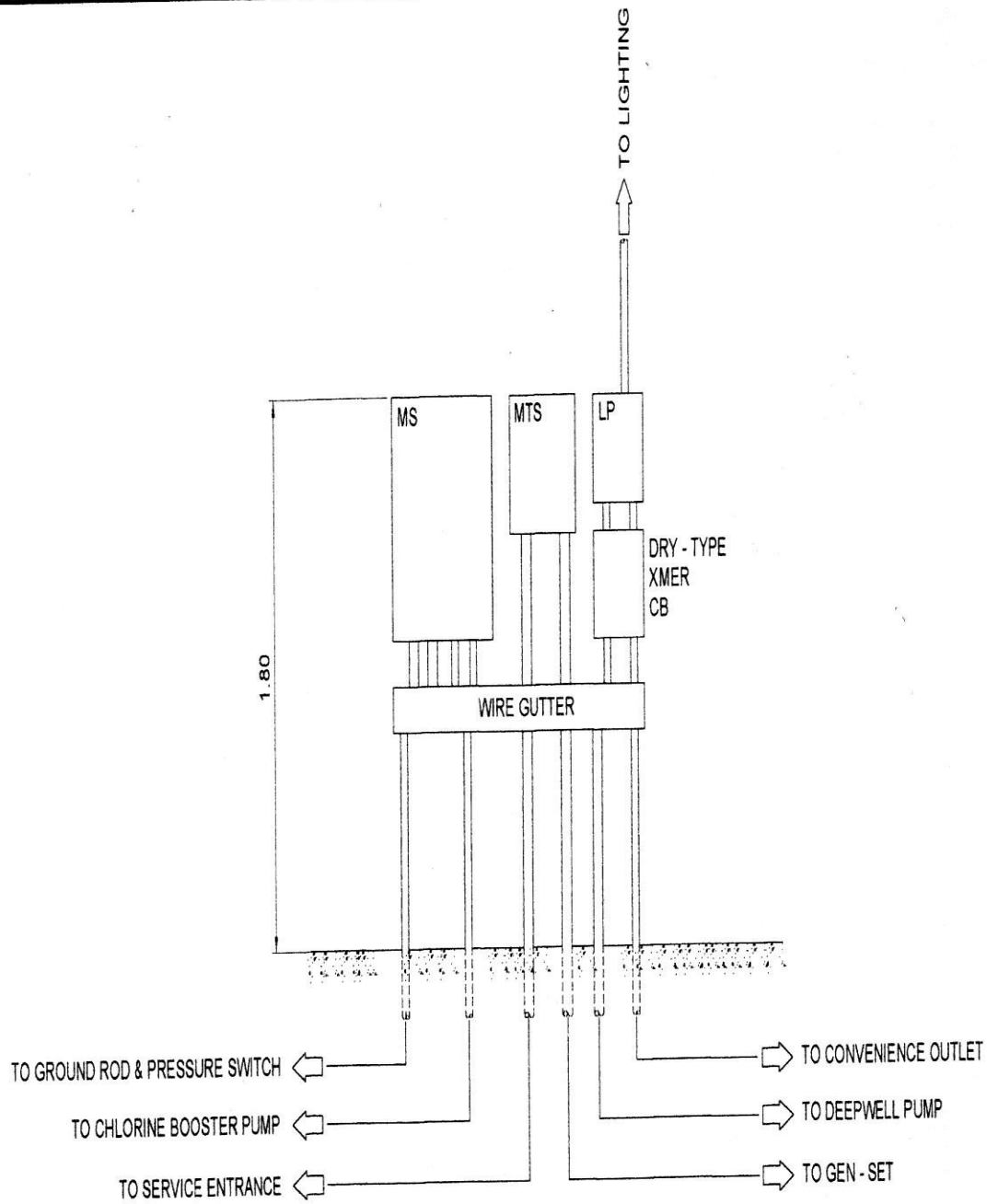
JOSEPHINE S. MIRAVALLAS
Actg Manager, Operations Luzon South

RECOMMENDED BY:

NESTOR G. EVANGELISTA
ADA, Area Operations

SHEET NO.

EE
5 / 6



CONTROL PANEL LAYOUT

NOT TO SCALE

LOCAL WATER UTILITIES ADMINISTRATION	DESIGNED BY:	SUBMITTED BY:	RECOMMENDED BY:	SHEET NO.
PROJECT PLANNING DIVISION, AREA 3	<i>[Signature]</i> BYRON A. CARBON	<i>[Signature]</i> JOSEPHINE S. MIRAVALLS	<i>[Signature]</i> NESTOR G. EVANGELISTA	EE
OWNER: SAN JUAN WATER DISTRICT	PMED, Area 5	Actg Manager, Operations Luzon South	ADA, Area Operations	6/6

Section VIII.

BIDDING FORMS

SAN JUAN WATER DISTRICT

TABLE OF CONTENTS

BID FORM

BILL OF QUANTITIES

Bill of Materials

CONTRACT AGREEMENT FORM

OMNIBUS SWORN STATEMENT

BID SECURING DECLARATION

SAN JUAN WATER DISTRICT

BID FORM

Date: _____

Invitation to Bid No.: SJWD 2019-09

To: SAN JUAN WATER DISTRICT

Gentlemen and/or Ladies:

Having examined the Bidding Documents including Bid Bulletin Number _____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to ***Supply, Delivery, Installation, Testing and Commissioning of Electro-mechanical equipment for Libato Pumping Station*** in conformity with the said Bidding Documents for the sum of

(Php _____) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB** Clause 0 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount Currency	and Purpose of Commission or gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

(if none, state "None")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per **ITB** Clause 0 of the Bidding Documents.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of .

BILL OF QUANTITIES

SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF ELECTRO MECHANICAL EQUIPMENT OF LAIYA PUMPING STATION

DESCRIPTION	QUANTITY/ UNIT	COST OF LABOR AND MATERIALS	TOTAL COST
<p>A. PUMP AND MOTOR</p> <p>A.1 Pump; Submersible; Q=6 lps. TDH = 130 m; Min. pump EFF = 68%; Speed = 3500 rpm HP max = 11 KW (15 Hp)</p> <p>A.10pcsx20ft seamless BI Pipe, not lighter than Schd. 40, and shall be threaded with france coupling</p> <p>20pcs x 10ft 3" 88.7mm O.D Sure-Loc PVC Riser Pipe without coupler, min. wall thickness 7.62mm in 2.9 meters overall length (end to end) dimensions as per ASTM D 1785, Sch. 80 in blue color</p> <p>2 pcs 3" Stainless steel connector (top and bottom)</p> <p>A. 3 Submersible Motor; 15 Hp (11 KW); 3-phase; 240 Volts AC; 60 Hz; 3500 rpm</p> <p>A. 4 Submersible Cable; 135 meters; 14mm²; THW; 2-Insulation Jacket; Oil & Water Resistant</p>	1 Lot		
<p>B. DISCHARGE LINE ASSEMBLY & APPURTENANCES (SEE DRAWINGS)</p> <p>B. 1 Discharge Elbow; 100 mm diameter with base</p> <p>B. 2 Discharge Pipe; 100 mm diameter; GI Schedule 40 (length as verified on site)</p> <p>B. 3 Sleeve Type Coupling 100 mm with Harness Set; 2 sets</p> <p>B. 4 Flowmeter, 100mm diameter, Mechanical, Direct-reading, Propeller-type; Pulse-ready; 1 set</p> <p>B. 5 Check Valve with Counterweight, 100 mm diameter; 1 set</p> <p>B. 6 Butterfly Valve; 100 mm diameter, Epoxy coated; 2 sets</p> <p>B. 7 Pressure Switch./ Pressure Gauge Assembly</p> <p>B. 8 Hose Bibb, 1/2" diameter; 1 pc</p> <p>B. 9 Bend, 4-Piece; 2 sets</p> <p>B. 10 Test Line Assembly complete with orifice, manometer tubing and Splash Box</p>	1 Lot		

B. 11 Concrete Support			
<p>C. ELECTRICAL EQUIPMENT (REFER TO DRAWINGS)</p> <p>C. 1 Motor Controller (refer to drawings for Instrumentations)</p> <p>Variable Frequency Drive (VFD), 30 Hp, 240 VAC, 60 Hz, single phase input, three phase output, interlink to full voltage starter with main contact ratings as required by the load; 3 phase, 60 Hz, 240 VAC with 70 AT, MCB, 3 pole, 240 V AC, 60 Hz</p> <p>C. 2 Manual Transfer Switch (MTS); 2-100 at, MCB; Industrial Type, 3-Pole, 240 V AC, 60 Hz, Complete with Mechanical Interlock</p> <p>C. 3 Lighting Panel (LP)</p> <p>30-AT branch, 2-Pole, 220 V AC, 60 Hz, MCCB Plug-in</p> <p>C. 4 Wires, Conduits, Lighting Fixtures, C.O.'s including service entrance (refer to drawings)</p>	1 Lot		
<p>D. HYPOCHLORINATOR</p> <p>D. 1 Hypochlorinator Feed Pump, Positive Displacement-type 50 GPD Capacity (Max), 1-PH, 220 V AC, 60 Hz</p> <p>D. 2 Accessories</p> <p>Suction/Discharge Tubings with Fittings; Lubricating oil; Anti-Siphon Valve; Foot Valve; Strainer; Check Valve with fittings for Injection to mains; Plastic solution Tank with cover (50 GAL with measurement.) Motorized mixer and Mixer mounting base included</p> <p>D.3 Powder Chlorine</p> <p>2 Drums (45 kgs) Calcium Hypochlorite Powder with 70% available chlorine</p> <p>D. 4 Chlorine Test Kit (As Specified); 1 set</p>	1 Lot		
<p>E. PANEL WIRE GUTTER AND CONDUITS</p> <p>E. 1 Panel Wire Gutter and Conduits (refer to drawings); 1 Assy</p>	1 Lot		

Other Charges: (Please specify) _____

TOTAL BID PRICE (Item A - E , Including Taxes) ₱ _____

TOTAL PRICE IN WORDS: _____

Signature over Printed Name

Address

Bidder's Authorized Representative

Contact Number

For Goods Offered From Abroad

Name of Bidder _____. Invitation to Bid² Number _____. Page ____ of ____.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

² If ADB, JBIC and WB funded projects, use IFB.

CONTRACT AGREEMENT FORM

THIS AGREEMENT made the ____ day of _____ 20____ between **SAN JUAN WATER DISTRICT** of the Philippines represented by the General Manager hereinafter called “the Entity” of the one part and _____ with office address at _____ of hereinafter called “the Supplier” of the other part:

WHEREAS, the Entity invited Bids for certain goods/equipment, viz., **Supply, Delivery, Installation, Testing and Commissioning of Electro-mechanical equipment for Libato Pumping Station** and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of _____ (**Php** _____) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Entity’s Notification of Award.
3. In consideration of the payments to be made by the Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Entity to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Entity hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the time and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

Signed, sealed, delivered by **MRS. LILIAN P. ALCANTARA** the **General Manager** (for the Entity)

Signed, sealed, delivered by _____ the **Authorized Representative** (for the Supplier).

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;

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]; and

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

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

[Bidder's Representative/Authorized Signatory]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

BID-SECURING DECLARATION

Invitation to Bid: **SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING
OF ELECTRO-MECHANICAL EQUIPMENT FOR LIBATO PUMPING STATION**

To: SAN JUAN WATER DISTRICT
Hall St., Poblacion, San Juan, Batangas

I/We2, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration3, if I/we have committed any of the following actions:
 - (i) Withdrawn my/our Bid during the period of bid validity required in the Bidding Documents; or
 - (ii) Fail or refuse to accept the award and enter into contract or perform any and all acts necessary to the execution of the Contract, in accordance with the Bidding Documents after having been notified of your acceptance of our Bid during the period of bid validity.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid/Highest Rated and Responsive Bid4, and I/we have furnished the performance security and signed the Contract.

1 Select one and delete the other.

2 Select one and delete the other. Adopt same instruction for similar terms throughout the document.

3 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

4 Select one and delete the other.

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

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ___, [date issued], [place issued]

IBP No. ___, [date issued], [place issued]

Doc. No. ____

Page No. ____

Book No. ____

Series of ____.

SAN JUAN WATER DISTRICT