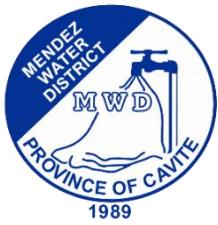


REPUBLIC OF THE PHILIPPINES



MENDEZ WATER DISTRICT

Dimaranan St., Poblacion 1, Mendez, Cavite

CCC 424

Tel # 413-0245 / 861-1461

www.mendezwater.com



PHILIPPINE BIDDING DOCUMENTS

**DRILLING OF ONE (1)
EXPLORATORY/PRODUCTION WELL
in BRGY. ASIS 2, MENDEZ, CAVITE**

**Sixth Edition
July 2020**

Preface

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

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

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

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

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

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

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

TABLE OF CONTENTS

GLOSSARY OF	5
TERMS, ABBREVIATIONS, AND ACRONYMS	5
SECTION I. INVITATION TO BID	8
SECTION II. INSTRUCTIONS TO BIDDERS	11
1. Scope of Bid.....	12
2. Funding Information	12
3. Bidding Requirements.....	12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	12
5. Eligible Bidders.....	13
6. Origin of Associated Goods	13
7. Subcontracts	13
8. Pre-Bid Conference	13
9. Clarification and Amendment of Bidding Documents.....	13
10. Documents Comprising the Bid: Eligibility and Technical Components	14
11. Documents Comprising the Bid: Financial Component	14
12. Alternative Bids	15
13. Bid Prices	15
14. Bid and Payment Currencies	15
15. Bid Security.....	15
16. Sealing and Marking of Bids.....	15
17. Deadline for Submission of Bids	16
18. Opening and Preliminary Examination of Bids	16
19. Detailed Evaluation and Comparison of Bids	16
20. Post Qualification.....	17
21. Signing of the Contract	17
SECTION III. BID DATA SHEET.....	18
SECTION IV. GENERAL CONDITIONS OF CONTRACT.....	20
1. Scope of Contract.....	21
2. Sectional Completion of Works	21
3. Possession of Site	21
4. The Contractor's Obligations	21
5. Performance Security	22

6.	Site Investigation Reports	22
7.	Warranty.....	22
8.	Liability of the Contractor.....	22
9.	Termination for Other Causes.....	23
10.	Dayworks	23
11.	Program of Work.....	23
12.	Instructions, Inspections and Audits	23
13.	Advance Payment.....	23
14.	Progress Payments	24
15.	Operating and Maintenance Manuals.....	24
SECTION V. SPECIAL CONDITIONS OF CONTRACT		25
SECTION VI. SPECIFICATIONS		27
SECTION VII. DRAWINGS		48
SECTION VIII. BILL OF QUANTITIES		50
SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS.....		56

Glossary of Terms, Abbreviations, and Acronyms

ABC –Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described,

detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

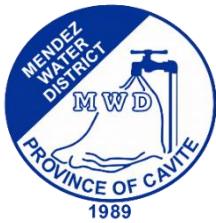
PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



MENDEZ WATER DISTRICT

Dimaranan St., Poblacion 1, Mendez, Cavite
CCC 424
Tel # 413-0245 / 861-1461
www.mendezwater.com



Invitation to Bid for the *Drilling of One (1) Exploratory/Production Well*

1. The Mendez Water District (MWD), through the LWUA ICG intends to apply the sum of *Four Million Four Hundred Thirty-Seven Thousand Four Hundred Forty-Two Pesos and 34/100 (PhP 4,437,442.34)* being the Approved Budget for the Contract (ABC) to payment under the contract for the **Drilling of One (1) Exploratory/Production Well in Brgy. Asis 2, Mendez, Cavite**, using one (1) Rotary Drilling Rig, with PR Number 2026-01-0004. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The Mendez Water District now invites bids for the above Procurement Project. Completion of the Works is required **One Hundred Fourteen (114) Calendar Days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from the *MWD BAC Secretariat* and inspect the Bidding Documents at the address below during Monday to Friday / 8:00 A.M. to 5:00 P.M. Philippine Standard Time (PST) Except Holidays.
5. A complete set of Bidding Documents may be acquired by interested bidders on *January 16 – January 30, 2026* from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos (PhP 5,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees presented in person or through electronic means.
6. The *MWD BAC* will hold a Pre-Bid Conference on *January 28, 2026 at 2:00 pm* at *Mendez Water District Dimaranan St., Poblacion 1, Mendez, Cavite* and/or through videoconferencing/webcasting via Zoom, which shall be open to prospective Bidders.

7. Bids must be duly received by the *MWD BAC Secretariat* through manual submission at *Mendez Water District Dimaranan St., Poblacion 1, Mendez, Cavite* on or before *February 13, 2026 at 12:00NN*. Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 15**.
9. Bid opening shall be on *February 13, 2026 at 2:00 pm* at *Mendez Water District, Dimaranan St., Poblacion 1, Mendez, Cavite*. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
10. The *Mendez 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 Sections 23.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:
Bids and Awards Committee
Mendez Water District
Dimaranan St., Poblacion 1, Mendez, Cavite
Tel no.: (046) 8611461
Email Address: mendezwd@yahoo.com, mendezwd_purchasingdept@yahoo.com
12. You may visit the following websites for downloading of Bidding Documents:
<https://mendezwater.com/>
<https://notices.philgeps.gov.ph/>

BEVERLY ANNE HERNANDEZ
BAC Chairperson

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Mendez Water District* invites Bids for the **Drilling of One (1) Exploratory/Production Well in Brgy. Asis 2, Mendez, Cavite** with Purchase Requisition No. 2026-01-0004 using one (1) Rotary Drilling Rig.

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

2. Funding Information

- 2.1. *The Government of the Philippines (GOP) through the Local Water Utilities Administration (LWUA) in the amount of Fifteen Million Pesos (PhP 15,000,000.00).*
- 2.2. The source of funding is:
LWUA ICG

3. Bidding Requirements

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

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

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

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive,

and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

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

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

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

15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

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

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause																			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Groundwater Exploration/Water Well Drilling Project .																		
7.1	Only Borehole Electric Logging can be sub-contracted.																		
10.3	Valid PCAB license and registration: License category: Category C & D; Size Range: Small B; Well Drilling ; in accordance with PCAB Board Resolution No. 201, Series of 2017																		
10.4	<p>A minimum of five (5) years work experience is required for herein key personnel to be engaged/provided by the contractor:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Well Drilling Team</th> <th style="text-align: center;">Manpower Requirement</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Rotary Rig</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Site Supervisor</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Chief Well Driller</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Assistant Well Driller</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Driver</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Local Hire</td> <td style="text-align: center;">2</td> </tr> </tbody> </table>	Well Drilling Team	Manpower Requirement	Rotary Rig	1	Site Supervisor	1	Chief Well Driller	1	Assistant Well Driller	1	Driver	1	Local Hire	2				
Well Drilling Team	Manpower Requirement																		
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10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Equipment</th> <th style="text-align: center;">Capacity</th> <th style="text-align: center;">Number of Units</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Drilling Rig (Rotary)</td> <td style="text-align: center;">160 m</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Air Compressor</td> <td style="text-align: center;">350 cfm</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Pumping Equipment</td> <td style="text-align: center;">10 lps</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Water Pump</td> <td style="text-align: center;">15 hp</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Generator Set</td> <td style="text-align: center;">40 Kva</td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	Equipment	Capacity	Number of Units	Drilling Rig (Rotary)	160 m	1	Air Compressor	350 cfm	1	Pumping Equipment	10 lps	1	Water Pump	15 hp	1	Generator Set	40 Kva	1
Equipment	Capacity	Number of Units																	
Drilling Rig (Rotary)	160 m	1																	
Air Compressor	350 cfm	1																	
Pumping Equipment	10 lps	1																	
Water Pump	15 hp	1																	
Generator Set	40 Kva	1																	
12	Not applicable.																		
15.1	<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"> a. The amount of not less than PhP 88,748.85, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PhP 221,872.12, if bid security is in Surety Bond. 																		
19.2	Partial bids are not allowed.																		
20	No further instructions.																		
21	<p>The following additional contract documents relevant to the Project are required:</p> <ol style="list-style-type: none"> a. construction schedule and S-curve, b. manpower schedule, c. equipment utilization schedule, d. construction safety and health program approved by the DOLE. 																		

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Completion of Work shall be One Hundred Fourteen (114) Calendar Days.
3.1	The Mendez Water District shall give possession of all parts of the Site to the Contractor upon issuance of Notice to Proceed (NTP).
6	No further instruction.
7.2	The Warranty shall be Two (2) years, reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
10	No dayworks are applicable to the contract.
11.1	No further instructions.
11.2	No further instructions.
13	The amount of the advance payment is 15% of contract price, recoupment of which shall be deducted from the Contractor's monthly billing (amount of advance payment multiply by % work accomplished).
14	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
15.1	The date by which operating and maintenance manuals are required is: No further instructions. However, in lieu of operating and maintenance manuals, a complete well drilling report must be submitted prior to the final payment.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is NO FINAL PAYMENT.

Section VI. Specifications

A. General Technical Specifications

1. General

1.1. Technical Definitions

The following definitions shall apply:

- a) Borehole – means any drilled section or boring before completion of a well as defined below.
- b) Casing – means unslotted or non-perforated lining tubes.
- c) Development equipment – means high velocity jetting tool, airlift equipment, surge plunger and all other equipment needed to restore the soil formation to its nearest natural condition that was damaged during the drilling process and improve the hydraulic properties of a well.
- d) Diameters – means nominal diameters unless otherwise stated.
- e) Drilling Rig – means the drilling equipment and the auxiliary equipment for its operation.
- f) Drilling Unit – as defined in Section A.2.2.
- g) Final Well Design – means the drawing and description prepared by the Engineer upon completion of drilling specifying the final well construction.
- h) Lining Materials – means any casing, screen, slotted lining or perforated lining tube whether permanently or temporarily installed in the borehole.
- i) Pumping Unit – as defined in Section A.8.7.
- j) Screens – means continuous wedge wire-wound stainless-steel screens, slotted or perforated lining tube.
- k) Preliminary/Tentative Well Design – means the Contract Drawing showing the estimated quantities of the work.
- l) Well – means any completed hole in which all lining material has been set, all grouting completed and all temporary lining removed.

1.2. Technical Standards

All materials or workmanship shall comply with the Specifications. Other standards equal or superior to those numerated in this Specifications, shall be acceptable, subject to the approval of the Engineer. The opinion of the Engineer must be obtained prior to utilizing such materials or workmanship on or off the site.

1.3. Water Supply and Illumination

- 1) In the absence of adequate quantities of water or illumination required for drilling at the drilling site, the Contractor shall make such arrangements including the provision for mobile tanks or fixed tanks as may be necessary to ensure a supply of water and illumination sufficient for drilling operations.

- 2) The contractor shall make such arrangements as may be necessary to illuminate all temporary working areas.

1.4. Electrical Power Supply

- 1) The Contractor will make arrangements as may be necessary for the connection of or supply of power to the site.
- 2) Payment for the provision of electrical power supplies as specified in Section A.1.4.1 shall be deemed to be included in the rates entered in the Bill of Quantities for setting up equipment at the site, drilling rates and rates entered for operation of pumping unit.

1.5. Storage of Inflammable Fuels

The Contractor shall comply with all local authority regulations applicable to the use and storage of diesel oils, gasoline, and other inflammable fuels they use on the site, and shall ensure that adequate precautions are taken against fire.

1.6. Boundaries of Work

The Procuring Entity shall provide land or rights-of-way for the work specified in this Contract and make suitable provisions for ingress and egress. The Contractor shall not enter or occupy with men, tools, equipment or material, any ground outside the property of the Procuring Entity without the written consent of the Procuring Entity. The Procuring Entity may, for all necessary purposes, enter upon the work premises used by the Contractor, and the Contractor shall conduct their work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

1.7. Access Road

Construction or improvement of access roads to the well site shall, unless otherwise agreed, be done by the Contractor at their own cost, which is deemed to be included in the contract sum. The access road shall be kept in proper condition during the entire construction period.

1.8. Protection of Site

- 1) Except as otherwise provided herein, the Contractor shall protect all structures, walkways, pipelines, trees, shrubberies, lawns, etc., during the progress of their work, shall remove from the site all drill cuttings, debris, and unused materials, and shall upon the completion of the work restore the site as nearly as possible to its original condition, including removal of access tracks and the replacement, at the Contractor's sole expense, of any facility or landscaping which has been damaged beyond restoration to its original condition, all to the satisfaction of the Engineer.
- 2) Water pumped from the well shall be conducted to a place approved by the Engineer where it will be possible to dispose the water without damage to property or creation of a nuisance.

1.9. Site to be kept Tidy

The Contractor shall at all times keep the site and all working areas in a tidy and workmanship condition and free from rubbish and waste materials.

1.10. Temporary Buildings for Use by Contractor

The Contractor shall provide at the site the works such temporary buildings, tanks, workshops, etc. as may be necessary and proper for their general use in connection with the works, and for the use of persons employed by them. The nature of the buildings, tanks, etc. and the positioning of them shall be subject to the prior approval of the Engineer and the relevant authorities.

1.11. Shop Drawings

- 1) The Contractor shall if requested by the Engineer prior to start of each operation, produce for the Engineer's approval shop drawings showing details of technical operations such as test of plumbness and alignment, the method of the slotted casing production, if so required, the methods of placement of formation stabilizer and/or cement grout, the arrangement for well testing, the method for well development and all other drawings pertinent to the well drilling, well construction operations and well development as requested by the Engineer.
- 2) Shop drawings shall be completed with respect to dimensions, design criteria, materials, methods of constructions and the like to enable the Engineer to review the information as required.

1.12. Well Head Protection

- 1) At all times the progress of the work, the Contractor shall protect the well in such manner as to effectively prevent either tampering with the well or the entrance of foreign matter into it, and upon its completion they shall provide and install a well head cap, satisfactory to the Engineer.
- 2) In the event that the well becomes contaminated or that water having undesirable physical or chemical characteristics has entered the well due to the negligence of the Contractor, they shall at their own expense perform such work or supply casings, seals, sterilizing agents or other materials as may be necessary to eliminate the contamination or to exclude any undesirable water in the well.

1.13. Transport of Personnel and Equipment

- 1) The Contractor shall supply and operate all transport required for transporting his/her employees, materials and equipment.
- 2) The cost of movement of personnel, materials and equipment shall be included in the rates given for drilling, development and pump operation.

1.14. Site Preparation and Reinstatement

- 1) The Contractor shall prepare the site, provide all necessary tanks and pits and make all necessary arrangements for erecting and dismantling the

drilling unit and shall reinstate the site on completion of such phase of work to the satisfaction of the Engineer.

- 2) Payment shall be deemed to be included in the items entered in the Bill of Quantities for erection and dismantling of drilling rig.

1.15. Standby Charge

Standby Charge will be paid only when drilling is suspended on the written instruction of the Engineer beyond ten (10) cumulative calendar days and for reasons not attributable to the Contractor.

2. Well Drilling

2.1. Scope

- 1) The Contractor shall provide and operate *one (1) mobile Drilling Unit* required to complete the works within the contract period.
- 2) The Contractor shall provide all auxiliary equipment, lubricants, fuels, and spares necessary to keep the drilling rig in continuous operation.

2.2. Equipment

- 1) The drilling rig together with all auxiliary equipment and personnel shall be defined as the Drilling Unit.
- 2) The drilling rig shall have sufficient capacity to drill the specified borehole in the diameter specified in the tentative well design to a depth which on the minimum is 25% higher than indicated in the Contract Drawings.
- 3) Payment for drilling will be by the linear meter of borehole as measured after removal of drill string. The rates set against drilling items in the Bill of Quantities shall be deemed to include all equipment, personnel, fuels and lubricants and the accessories required for operation of the Drilling Unit.
- 4) When the Drilling Unit is being used for a purpose other than drilling, then the rates for that purpose entered in the Bill of Quantities shall be deemed to include the running costs of the Drilling Unit.

2.3. Drilling Method

- 1) All drilling shall, unless otherwise specified in the Special Technical Conditions, be performed with the **rotary drilling method**.
- 2) The Contractor shall drill the hole to such depth and with such a diameter which shall enable an easy installation of casing and screen and placement of gravel envelope with a uniform thickness as specified, if required. During drilling of the hole, the Contractor shall ensure that the natural permeability of the yielding strata near the well bore is not irreversibly reduced due to the drilling method employed.

2.4. Strata Sampling

- 1) Strata samples shall be taken at 1-meter intervals or more frequent if the formation penetrated changes. Samples shall be placed in plastic or other

appropriate bags on which or in which the sampling depth and the date of sampling is written in such a manner that it is permanently readable.

- 2) The sampling procedure must provide that all the fractions of the penetrated strata are present in the sample.
- 3) Each sample shall be placed in a wooden box with space for storage of one sample and the sampling depth shall be written on the box.
- 4) A record of samples taken with the details described above shall be submitted to the Engineer every day.
- 5) Payment for sampling shall be deemed to be included in the rates entered for drilling in the Bill of Quantities...
- 6) The failure on the part of the Contractor to obtain, preserve and deliver samples or records, satisfactory to the Engineer, shall be considered as actual damage to the Procuring Entity. In the event that, in the opinion of the Engineer, the failure of the Contractor to take and preserve the samples may affect the proper design of the well, the Contractor may be required to perform such work as the Engineer deems necessary to remedy such failure at no cost to the Procuring Entity.

2.5. Drilling Mud

1. Bentonite shall be used and shall be the basis for the priced offer.
2. The bentonite shall be of premium quality in accordance with API Standard 13A (ISO Standard 13500:2009) with 150 kg/cum of make-up water yielding a mud with a viscosity of between **35 and 40 seconds** using a Marsh Funnel Viscosimeter and a mud weight of not less than **1.10 kg/l (9.2 lb/US gal)**.
3. Make-up water shall be treated with caustic soda (soda ash) to maintain the pH between 8.0 and 9.0 prior to mixing of mud.
4. During drilling with mud, the Contractor shall perform hourly or per meter (as directed by the Engineer) measurements of the following mud characteristics:
 - pH value
 - Specific Gravity
 - Sand content
 - Filtration loss
 - Filter cake thickness
 - Funnel viscosity

The recorded mud characteristics shall not exceed the following values, without the prior approval of the Engineer:

- Specific Gravity : (1142 kg/m³ (9.5 lb/gal)
- Sand content : 4%
- Filtration loss : 10 ml
- Filter cake : 1.5 mm

2.6. Working Hours

All major drilling activities, such as pilot hole drilling, reaming of pilot, installation of casings, screens and gravel, and continuous constant discharge pumping test shall, be on a round the clock basis.

3. Geophysical Logging

3.1. Scope

The Contractor shall, if specified in the Special Technical Conditions, perform geophysical logging as specified in the Special Technical Conditions.

3.2. Equipment

- 1) The geophysical logs may be recorded either by automatic recording on a chart strip or by manual reading of recorded values. In case the logs are recorded by the manual method, readings shall be taken per meter of borehole length.
- 2) The recorded logs shall be submitted to the Engineer immediately upon completion of logging as plots of recorded characteristics versus depth for his/her approval. In case of disapproval by the Engineer, the logs shall be repeated immediately.

3.3. Logs

Geophysical logging shall, unless otherwise specified in the Special Technical Conditions, comprise the following logs in metric units:

Resistivity log (short normal and long normal)
Self-potential log (SP)

4. Well Casing

4.1. Scope

The Contractor shall provide and install the well casing specified in the Contract Drawings and any temporary casing required during the work, unless otherwise specified in the Special Technical Conditions.

4.2. Casing Material

- 1) The Contractor shall, before commencement of work, submit for the approval of the Engineer the following details of all casing:
 - a. Type of material
 - b. Internal and external diameters
 - c. Wall thickness
 - d. Method of jointing
 - e. Name of Manufacturer
 - f. Standard the pipe is manufactured to
- 2) All permanent casing material shall be spiral welded and of a new stock unless otherwise specified in these documents.
- 3) The Contractor shall assume responsibility for any casing failure and shall correct, as approved by the Engineer, any casing failure at no cost to the

Procuring Entity. In the event that the Contractor cannot correct a casing failure the Contractor shall replace the casing with material complying with the Specifications, or if necessary, better casing as approved by the Engineer at no extra cost for the Procuring Entity.

4.3. Temporary Casing

The Contractor shall provide such temporary casing as may be necessary to well to be sunk to the specified depth and to allow the insertion of permanent lining material as required. The Contractor shall remove the temporary casing before completing the well, unless otherwise specified in these documents.

4.4. Lining Installation

- 1) Lining material shall be assembled and located in the well at the required depth in a continuous operation. The lining material shall be set concentric within the borehole by centralizing guides unless otherwise agreed with the Engineer.
- 2) If the lining jams or is lost before it is set to the specified depth, the Contractor shall endeavor to remove the lining material from the well or, if unable to effect removal, shall redrill the well and replace the lining material at their own expense.

4.5. Lining Material Accessories

- 1) The Contractor shall provide as necessary the following accessories to set the lining material to the required depth:
 - a. Centralizers to be affixed to the lining material, if necessary, at intervals specified by the Engineer, to locate the lining material in the center of the drill hole;
 - b. Supporting clamps, equipment and tools;
 - c. Reducing cones and connecting pieces;
 - d. Tuck-welded bottom plate at the end of the pump pipe;
 - e. Casing hangers; and
 - f. All other necessary equipment.
- 2) Except where expressly provided, all accessories shall be deemed to be included in the Bill of Quantities for the provision and insertion of lining material.

4.6. Testing for Plumbness and Alignment

- 1) All boreholes shall be constructed, plumb and true to line as defined herein. To demonstrate the compliance of their work with this requirement, the Contractor shall furnish all labor, tools and equipment and shall provide the detailed drawings and the description of the tests to the satisfaction of the Engineer.
- 2) Tests for plumbness and alignment must be made after the complete construction of the well and before its acceptance. Additional tests, however, may be made by the Contractor during the performance of the work. No specific payments shall be made for making these tests.

- 3) Should the results for plumbness and alignment show that the plumb bob or dummy fails to move freely throughout the length of the lining or borehole to a depth of the lowest anticipated pump setting and should the well vary from the vertical in excess of two-thirds of the smallest inside diameter of that part of the well being tested or beyond the limitations of this test, the plumbness and alignment of the well shall be corrected by the Contractor at their own expense. Should the Contractor fail to correct such faulty alignment or plumbness, the Engineer may refuse to accept the well and the Contractor shall drill a new well without charge to Procuring Entity.

5. Well Screens

5.1. Scope

The Contractor shall provide and install the well screens specified in the Contract Drawings, unless otherwise specified in the Special Technical Conditions.

5.2. Type of Screens

- 1) The type of screens shall be as specified in the tentative well design and the Special Technical Conditions.
- 2) Slotted screens, if specified for installation, shall be so fabricated as to ensure the maximum yield of the well and to prevent clogging and encrustation and shall be free from jagged edges and irregularities that may accelerate clogging or corrosion.

5.3. Responsibility for Malfunction

- 1) The Contractor shall assume full responsibility for any malfunction of the screen caused by inadequate installation procedure and shall undertake any correction as approved by the Engineer at no extra cost to the Procuring Entity.
- 2) The screen must have no change of alignment at any of its joints after installation. If requested by the Engineer, the Contractor shall submit for approval by the Engineer the design and method of construction and installation of the screen.
- 3) In the event that the Contractor cannot correct a screen failure, the Contractor shall replace the screen with material complying with the specifications of this Contract at no extra cost to the Procuring Entity.

5.4. Screen Strength

The screen shall have adequate strength to resist the external forces that may be applied during and after installation.

5.5. Screen Accessories

All fittings, packers, couplings, joints, plugs and seals used during installation of well screen together with the installation procedure, shall be to the approval of the Engineer.

6. Formation Stabilizer/Gravel Pack

6.1. Scope

The Contractor shall provide and install formation stabilizer, or gravel pack if specified in the Contract Drawings and the Special Technical Conditions.

6.2. Material

- 1) The formation stabilizer/gravel pack material shall consist of well rounded, water-worn siliceous grains. Angular chipping or road stone must under no circumstances be used as formation stabilizer/gravel pack material.
- 2) The Contractor shall, during the mobilization period, submit to the Engineer for his/her approval, samples of the formation stabilizer they propose to use, stating the source of the formation stabilizer, quantities available, rate of delivery and any other information requested by the Engineer.

6.3. Method of Installation

- 1) The method of placing the formation stabilizer/gravel pack in the annulus shall be such that separation of the gravel and bridging is avoided.
- 2) The formation stabilizer/gravel pack shall immediately upon completion of lining installation, be placed in the annulus between the borehole and the lining, in the screened section(s) of the lining, as specified in the Final Well Design.
- 3) If the borehole was drilled by the rotary method, installation of formation stabilizer/gravel pack shall be done by circulation of the drilling mud with fluid marsh funnel viscosity not exceeding 30 seconds. The rate of circulation should be slow enough to prevent the segregation of bigger particles from smaller particles.

6.4 Monitoring of Formation Stabilizer/Gravel Level

The level of the formation stabilizer/gravel pack shall be monitored and maintained during the progress of development activities as specified in Section A.7. Additional quantities of formation stabilizer/gravel pack shall be installed to maintain the level as specified in the Final Well Design. The cost of additional formation stabilizer/gravel pack shall be deemed included in the rates entered for the item, furnishing and installation of gravel pack materials, in the Bill of Quantities.

6.5 Gravel Fill-up Pipe

The gravel fill-up pipe shall be 50 mm diameter galvanized iron (GI) pipe fitted with a screw cap at one end and open at the other end. It shall be placed on top of the gravel pack and below the clay seal. It shall be installed after all the development activities are completed and before the clay seal is installed as specified in A.9.5. The cost of installing the gravel fill-up pipe shall be deemed included in the rates specified in the item installation of formation stabilizer/gravel pack in the Bill of Quantities.

7. Well Development

7.1. Scope

- 1) The Contractor shall furnish compressors, surge plungers, jetting tools, electric generators, chemicals and any other equipment required for satisfactory well development and shall undertake the development as directed by the Engineer.
- 2) Development shall, if the rotary method is applied, comprise of mud thinning/deflocculation, high velocity jetting along the continuous slot screens, surging with plunger in slotted screens and development by airlifting, unless otherwise specified in the Special Technical Conditions.

7.2. Expected Yield

The Contractor shall develop the well to its maximum expected yield, as specified in the Special Technical Conditions, by the methods specified in Section B.7.2.

7.3. Backwashing and Deflocculation

- 1) Upon completion of the installation of lining, formation stabilizer/gravel pack, the drilling mud shall immediately be displaced, and/or during installation, from the well by pumping clean water through screen sections passing into the annulus. The space, therefore between the drill rods and permanent casing shall be closed temporarily. The cover shall be sturdy enough to withstand the pressure of water. Installation of gravel pack shall be done gradually and progressively to avoid bridging. while backwashing is in progress.
- 2) Mud displacement shall immediately be followed by injection and/or jetting through the screened sections with a mud thinner to deflocculates the mud cake on the borehole wall. The well shall then be left for 12-24 hours before developing is continued, to allow the mud thinner to react.

7.4 High Velocity Jetting

- 1) After the deflocculation material has been allowed to work for 12-24 hours all screened/slotted/perforated sections shall be developed by high velocity jetting.
- 2) The jetting tool shall be equipped with two or four nozzles. The nozzle design shall be such that it produces a concentrated jetting action. The tool shall be presented to the Engineer for approval before start of drilling operation.
- 3) The jetting tool shall be supplied with water through a high-pressure pump capable of producing a nozzle velocity of 50-70 m per second. The pump shall be equipped with a suitable pressure gauge on the discharge side to facilitate monitoring of nozzle velocity.
- 4) The development shall be carried out by slowly rotating the jetting tool and gradually lowering it in order to cover the entire surface of the screen.

- 5) At the same time as the high velocity jetting is performed, the well shall be discharged with a discharge rate slightly higher than the discharge rate from the jetting tool.
- 6) Each section of the screen shall be jetted until the return water is free from drilling mud, but no section shall be jetted less than 20 minutes per meter of screen.

7.5 Surging with Plunger

- 1) After development by high velocity jetting is completed, the Contractor shall develop the well by mechanical surging with surge plunger approved by the Engineer.
- 2) Before the start of surging the depth of the well bottom and the top of gravel pack shall be recorded.
- 3) Surging shall be done along the blank portions of the well, starting at the topmost section proceeding downward until the lowest blank casing before the sump pipe.
- 4) The length of time per surging interval shall be as directed by the Engineer.
- 5) The level of sediments deposited inside of the well at the end of every surging interval shall be measured and recorded before it is bailed out.
- 6) Surging shall be continued until accumulation of sediments in the sump pipe, during any surging operation, is negligible.
- 7) The length of development time is the total time consumed in the surging. Payment for the bailing out of sediments shall be deemed included in the rates entered for in the item development by surging including bailing out of sediments in the Bill of Quantities.

7.6 Development by Airlifting

- 1) The compressor used for development by airlifting shall be capable of developing a minimum pressure enough to counteract the hydrostatic head equal to depth of the well. The delivery shall be no less than 21.25 cum air per minute.
- 2) The quantity of water discharged from the well and the drawdown in the well at the commencement of the development shall be limited and shall be gradually increased only as the water clears. From time to time the air flow shall be stopped to facilitate loosening of trapped sand grains. The well may also be backwashed by pumping clean water in to the well.
- 3) During the airlifting operation, position of air pipe and conductor pipe, drawdown in well, approximate yield and time for each change in position shall be recorded by the Contractor.
- 4) The development shall be completed with a conductor pipe not more than 0.5 m above the bottom of the well to ensure that all sand has been cleaned out of the sump pipe.

7.7 Well Cleaning

Upon completion of the development operations, the Contractor shall demonstrate to the satisfaction of the Engineer that the bottom of the well is clear of all sand, mud and other foreign materials.

7.8. Freedom from Sand

- 1) The Contractor shall develop the well by the methods specified until the water pumped from the well is substantially free from sand and until the turbidity is less than 5 nephelometric turbidity units (NTU).
- 2) The water pumped from the well shall not contain fine material in excess of 1.0 mg per liter when the well is pumped at its maximum yield. The equipment for measurement of the sand content shall be furnished by the Contractor.

7.9. Acceptance of Development

- 1) The development by the specified methods shall be repeated and continued until the well is thoroughly developed in accordance with the criteria specified in Section A.7.8.
- 2) If the well yield after the well has been confirmed sand-free is still below the yield that is considered acceptable for the penetrated aquifer, then the Engineer may instruct the Contractor to perform further development.

8. Well Testing

8.1. Scope

The Contractor shall, unless otherwise specified in the Special Technical Conditions, provide and operate a Pumping Unit for the following purposes:

- 1) Step-drawdown pumping tests on the completed well
- 2) Continuous discharge pumping test on the completed well.

8.2. Equipment Capacity

- 1) The Contractor shall provide and operate pumping machinery capable of carrying out the specified pumping and shall provide adequate controls to allow discharge rates to be kept constant at varying pumping water levels and to permit pumping with a variation of not more than 5% of the designated discharge rate during any period of yield or aquifer testing.
- 2) The Pumping Unit set shall be able to deliver a discharge rate that is 50% higher than the expected yield of the well and a minimum discharge that is 15% of the expected yield of the well when suitably controlled by use of a gate valve.
- 3) Suitable pumping machinery will be deemed to be:
 - i. Submersible motor (electric) and pump unit together with generator and such accessories needed to run the pump.

- ii. Line-shaft pump and internal combustion prime mover together with all accessories needed to run the pump.

8.3. Equipment Operation

- 1) The Contractor shall supply and operate all equipment and accessories necessary for installation and removal of pumps.
- 2) The Contractor shall maintain on site sufficient fuels, lubricants, spares and other accessories needed to run the Pumping unit for whatever period may be specified by the Engineer.
- 3) The Contractor shall provide sufficient competent personnel including a qualified fitter and electrician, as may be necessary to install and operate the Pumping Unit.

8.4. Control of Discharge Rate

The Contractor shall, during the pumping tests, provide a suitable gate valve on the discharge pipeline, to facilitate easy control of the discharge rate. Discharge shall be controlled with a valve. An additional measuring device (e.g., oil drum and stopwatch) shall be provided for back up and checking. Drawdown and recovery of the water level is to be monitored with a water level indicator at intervals specified by the Engineer on the site. The Engineer may demand water quality measurements. Monitoring forms shall be provided by the Engineer.

8.5. Water Level Sounding Pipe

- 1) The Contractor shall, if instructed by the Engineer, provide and install a temporary tube of at least 25 mm diameter from the top of the well to 2 meters above the pump bowl assembly to facilitate easy measurements of water level. The tube shall be open only at the bottom and top.
- 2) Payment for providing, installing and removing the tube shall be deemed to be included in the rates given for pumping tests.

8.6. Discharge Rate Monitoring

Discharge rates of up to 10 liters per second (36 cubic meters per hour) may be measured by drum filling (volumetric method). Discharge rates in excess of 10 liters per second shall be recorded with a production meter or by a V-notch (or rectangular) weir or discharge pipe fitted with orifice plate and piezometer tube. All items are subject to the Engineer's approval before start of drilling.

8.7. Definition of "Pumping Unit"

The equipment specified in Section A.8.2 – A.8.6 is referred to as the Pumping Unit.

8.8. Pumping Procedure

The Engineer will determine the pumping procedure necessary to obtain the objectives of this Contract.

8.9. Suspension of Pumping

If the Engineer finds the condition of any equipment, personnel, fuel, lubricants or accessories will prejudice the quality of data obtained from any pumping test, he may suspend the work in accordance with the provisions of the Conditions of the Contract.

8.10. Equipment Breakdown During Pumping

- 1) The pumping must be continuous and at a constant rate during the pumping tests. The Engineer will instruct the Contractor as to the expected maximum duration of each pumping test before start of each test.
- 2) If pumping is interrupted or the discharge rate fluctuates by more than 5% of the designated discharge rate, the test may be repeated after a period of recovery determined by the Engineer.
- 3) If any pumping test is interrupted because of equipment breakdown or inadequate supervision or discharge control, no payment will be made for any pumping period.

8.11. Duration of Tests

- 1) The step-drawdown pumping tests shall be performed on 5 steps with the duration of 1 hour each step.
- 2) The continuous constant discharge pumping test shall be performed for a period of 3-5 days, unless otherwise specified in the Special Technical Conditions or unless otherwise instructed by the Engineer.

8.12. Temporary Pipeline

- 1) The Contractor shall provide a temporary pipeline as directed by the Engineer for the discharge from pumping tests to a suitable watercourse or drain.
- 2) Under certain circumstances when re-infiltration cannot be avoided or it is costly to provide for this condition, the Engineer shall decide to what distance from the well, water may be discharged on the ground.

9. Cement Grouting

9.1. Scope

The Contractor shall, unless otherwise specified in the Special Technical Conditions, provide the cement and mixing equipment required for the mixing of the grouting indicated in the Tentative Well Design and shall place the cement grout, on top a clay seal, as specified.

9.2. Grouting Material

- 1) Cement grout shall consist of Portland cement and clean water, mixed in the proportion of 50 kg of Portland cement to maximum 30 liters of water.

- 2) All cement, unless otherwise specified in the Contract Documents, shall conform to the "Specifications for Portland Cement" (ASTM C150 – latest revision).

9.3. Clay Seal

Clay seal shall consist of bentonite made into mud balls and placed into the annulus between the final well casing and borehole wall. The consistency of the mud balls and its placement in the well shall be subject to the approval of the Engineer.

9.4. Method of Placing Grout Material

- 1) The method and equipment for placing the grout shall be to the approval of the Engineer. No method will be approved that does not provide for the forcing of grout from the bottom of the casing/hole/annulus to be grouted, to the surface. Flushing of the annular space with fluid to assure the space is open and to remove loose material will be required to the Contractor before grouting is commenced.
- 2) Any grouting operation shall be continuous and before starting, sufficient grout shall be mixed to complete the whole operation. During the grouting operation, the mixed grout shall be continuously stirred. The Contractor shall provide such tanks, hoppers and other equipment as may be necessary to meet these requirements.

9.5. Setting Time

No work will be allowed on the well within a period of 72 hours after completion of grouting unless a quick-setting cement is used. In such case, the idle period may be reduced to 24 hours subject to the Engineer's prior approval.

10. Well Disinfection and Cleaning

10.1. Scope

- 1) The Contractor shall upon completion of well construction and well testing thoroughly clean the well of all foreign substances including tools, timbers, rope, debris of any kind, cement, oil, grease and scum.
- 2) The casing pipe shall be thoroughly swabbed using alkalis, if necessary, to remove oil and grease of joint dope.

10.2. Chlorine Solution

- 1) The chlorine solution for disinfecting the well shall be such volume and strength that a concentration of at least 50 mg/liter of chlorine shall be obtained in all parts of the borehole.
- 2) The chlorine solution shall be prepared and applied in accordance with the directions of and to the satisfaction of the Engineer and shall remain in the well for a period of at least two hours.

10.3. Cleaning of Test Pump

In the event that the test pump is to be installed after the well has been disinfected, all exterior parts of the test pump coming in contact with the water shall be dubbed with a chlorine solution as directed by the Engineer.

10.4. Disinfection Procedure

- 1) Method A: Where practical, the chlorine solution of standard concentration used to disinfect the well shall be prepared on the surface in containers having a volume of water contained in the well. This prepared solution shall then be discharged rapidly into the well, care being taken to flush the walls of the well above the water level.
- 2) Method B: In lieu of using liquid chlorine solutions, a perforated pipe container capped at both ends containing a granular chlorine compound or HTH, may be moved up and down in the well by means of a weighted cable. The amount of compound applied should be such as to provide the standard concentration.

11. Well Completion

11.1. Scope

The Contractor shall provide and operate all equipment necessary to restore the site as near as possible to its condition before commencement of drilling and shall furnish and install a well head cap as specified in the Contract Drawings.

11.2. Site Restoration

The site shall be restored to a condition as nearly as possible to that which existed before the well drilling and testing activities commenced. This work shall include, but not limited to, restoration of fences and structures, removal of drill cuttings, leveling of the disturbed ground surfaces and replacement or compensation for the destroyed plants and landscaping.

11.3. Well Head Capping

The well head shall be completed with a well head assembly fully welded to the upper casing as well as water level sounding tube with screw cap in order to prevent any unauthorized tampering of the well.

12. Submittal of Reports and Borehole Data

12.1. Scope

- 1) The Contractor shall submit to the Engineer daily records in duplicate containing the following information:

Site:

Date:

Description of each stratum encountered:

Depth below ground of each change of stratum:

Depths and details of all disturbed samples:

- 2) The Contractor will be required to keep a record of penetration rate, mud losses and mud conditions.
- 3) At the end of the well construction and before final payment is made, the Contractor shall submit to the Engineer a well construction report and as built drawings containing the following information, but not limited to wit:
 - a. The total depth of the well.
 - b. Description of the strata encountered and penetration rate.
 - c. The sizes and the lengths/specifications of the casing installed.
 - d. The date of the start and the completion of the well construction.
 - e. The locations and the description of the casing perforations or the well screen placement.
 - f. The locations of the gravel, the size of the gravel, if applicable, and the amount of cement grout installed.
 - g. Records well development activities undertaken together with description of the methods of the development, amount of time consumed for each type of development method employed, amount of sediments taken out of the well per type of development method, and changes in the quality of water, if applicable.
 - h. The well yield (expressed as discharge rate and drawdown), the dates and the duration of the test(s).
 - i. The methods of measuring the discharge rate and the drawdown.
 - j. Pump test evaluation including drawdown graphs, other illustrations, calculation of hydraulic parameters (transmissivity, storage coefficient, well and aquifer efficiency, specific capacity, etc.).
- 4) The cost of records shall be deemed to be included in the contract rates.

B. Special Technical Conditions

1. General

1.1. Scope

The work includes the drilling and construction of Two (2) exploratory/production wells located in *Barangay Asis 2, Mendez, Cavite*.

1.2. Water Level Sounding

The Contractor shall provide a functioning and accurate water-sounding instrument acceptable to the Engineer to measure the water level during all drilling, development, and testing of the wells. Failure to provide such instrument will subject the Contractor to a penalty of **P3,000.00** per day.

2. Well Drilling

2.1. Equipment

The Contractor shall provide and operate *one (1) Rotary drilling rig* using mud circulation including all auxiliary equipment necessary to complete the work within the contract period. The drilling rig must have the following tools, auxiliary equipment and appurtenances for each of the two equipment:

- a. 40-ft high Derrick (mast)
- b. 5-1/2" x 9.5 meters drill rods
- c. Collars and Stabilizer
- d. 5" x 11 meters Kelly
- e. 5000 psi capacity Kelly hose
- f. Rock bits or button bits, whichever is applicable, must be TCI, preferably new, Rerun and repaired bits are not allowed to be used
- g. Mud pump with the following ratings
 - Maximum BHP = 52
 - Maximum Jackshaft RPM = 330
 - Displacement = 266 GPM
 - Max pump RPM = 70
 - Stroke Length = 8 inches
- h. Generator Set must be 90KVA
- i. Minimum of 20 HP submersible pump and motor driven by silent type diesel generator set with appropriate rating as required by the load
- j. Compressor unit must be rotary screw type with minimum capacity of 655 cfm.

2.2. Drilling Method

All drilling shall be performed with the **Rotary Drilling Method**.

3. Geophysical Logging

3.1. Scope

The work includes geophysical logging (refer to Sec. A.3.3).

The Engineer and the operator of the logging device will decide jointly on the logging velocity. The logging direction shall generally be from bottom to top. Processing of the measurements and printout of graphs must take place on the site. The Contractor shall assign the borehole logging to a person familiar with the instrument and the data processing. "Learning-by-doing" will not be accepted.

4. Well Casing

4.1. Casing Material

All permanent casings to be installed shall be spiral welded steel casing with minimum wall thickness of 6 mm and should be of new stock, beveled ends, with outside paint coating.

5. Well Screen

5.1. Scope

The well screen should be of continuous and precise slot openings that can withstand high mechanical impacts, fabricated by circumferentially wrapping wedge wire around a circular array of internal rods. Wire should be designed to provide maximum inlet area consistent with strength requirements. For maximum collapse strength, each juncture between the horizontal wire and the vertical rods shall be pressure/fusion welded under water by the electrical resistance method. End fittings shall be welded by the MIG process to the screen body.

5.2. Type of Screens

The well screen shall be fabricated from corrosion resistant type 304 Stainless Steel (or better) and strictly in accordance to A.I.S.I. standards. (Material certificates, mill's test certificates are to be supplied and shipped together with the goods.)

5.3. Slot Opening

Slot opening is selected with 1.50 mm. The maximum allowable tolerance is \pm 10%.

5.4. Well Screen Dimensions

Well screens have to be designed to match with the casing supplied under this contract.

Well screen per length – 3.0m

5.5. Well Screen Construction

Detailed information of the profile wire, slot forming profiles and the support cross bars are to be provided with the Bid.

5.6. Open Area

The minimum open screen area shall be as follows:

Screen	200 mm Screen	250 mm dia. Screen
1.5 mm	33.3%	30%

5.7. End Fittings

Screen	200 mm dia. Weld ring each end	250 mm dia. Well ring each end
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Weld rings should be beveled ends to be welded to each other or the casings, supplied under this contract.

5.8. Hydrostatic Collapse Pressure

150 depth or less – 10 bars

5.9. Quality

Manufacturer shall submit the proof that the manufacturing is done according to accredited international quality control system.

6. Formation Stabilizer/Gravel Pack

6.1. Scope

The Contractor shall provide and install graded gravel pack materials with grain size 4 to 7 mm. The final grain size of the gravel pack to be installed, if any, shall be determined based on the strata samples collected during drilling.

7. Well Development

7.1. Scope

Well development for the production well shall consist of deflocculation, high pressure water jetting, surging & bailing, and airlifting.

7.2. Expected Yield

The production wells are expected to yield at least 10 lps each.

8. Well Testing

Should it be proven by the Engineer that completing the 72-hour continuous constant discharge pumping tests is not necessary and/or not possible, LWUA shall pay the Contractor a minimum amount corresponding to 24 hours of pumping.

9. Cement Grouting

No Special Provisions.

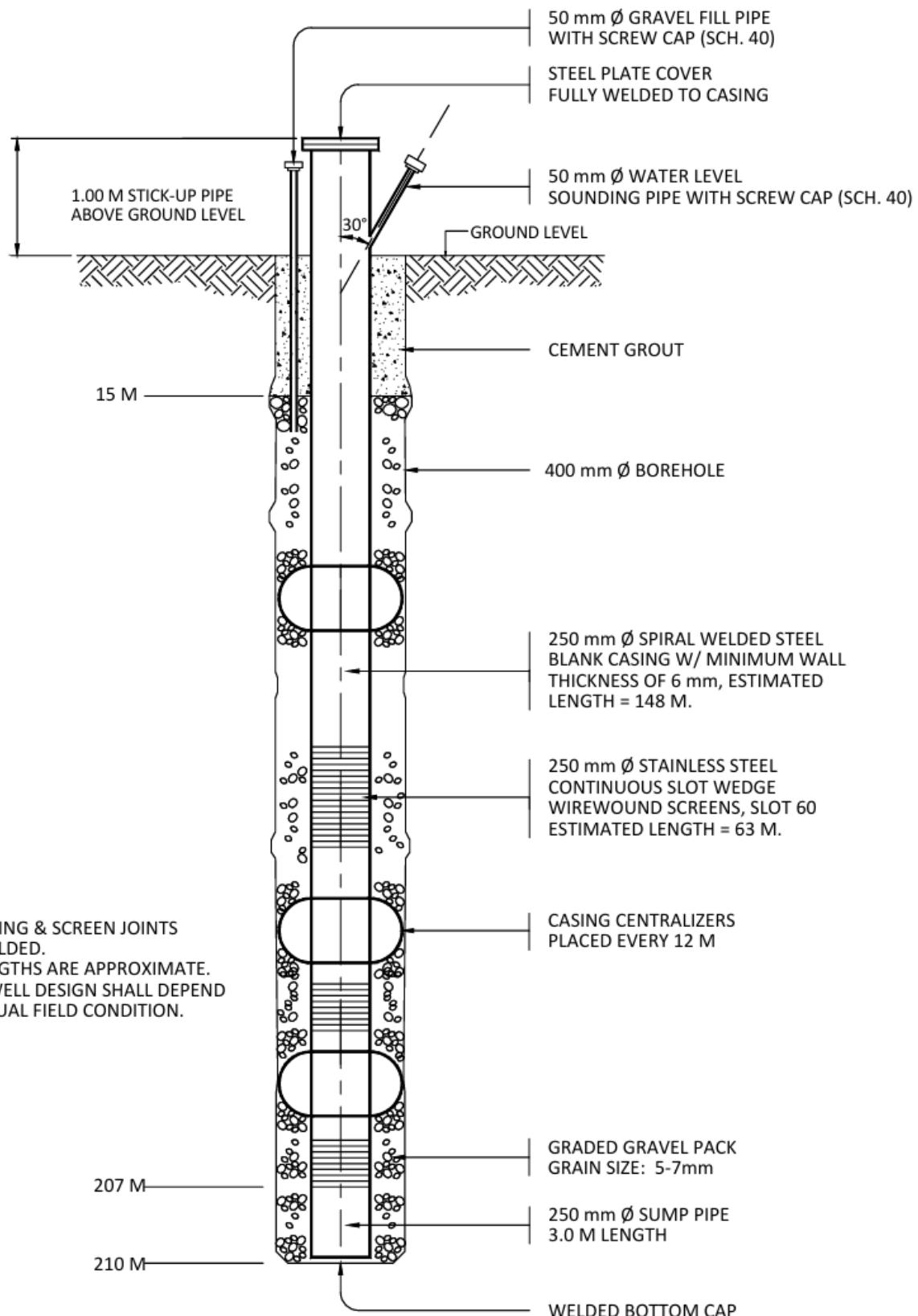
10. Well Disinfection and Cleaning

The work does not include disinfection with a chlorine solution.

11. Submittal of Reports and Borehole Data

A complete well drilling report with information listed in Section 12.1. of the General Technical Specifications must be submitted before the final payment.

Section VII. Drawings



Coordinates: Latitude - 14°8'3.62"N: Longitude - 120°54'9.14"E

 <p>LOCAL WATER UTILITIES ADMINISTRATION ENGINEERING SERVICE</p>	<p>PROJECT: PRELIMINARY WELL DESIGN BARANGAY ASIS 2 MENDEZ WATER DISTRICT MENDEZ, CAVITE</p>	<p>FIGURE 1</p>
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Section VIII. Bill of Quantities

BILL OF QUANTITIES

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

In case of discrepancy between the amount in words and the amount in figures, amount in words shall prevail.

A. Proposed Test/Production Well in Barangay Asis 2, Mendez, Cavite

Pay Item No.	Description	Unit	Quantity	Unit Price (Pesos)	Amount (Pesos)
(1)	(2)	(3)	(4)	(5)	(6)
<i>(Columns (1), (2), (3) and (4) are to be filled up by the Procuring Entity)</i>				<i>(Columns (5) and (6) are to be filled up by the Bidder)</i>	
A.1	Preparation of site and setting up all equipment	no.	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.2	Drilling of 250mmØ pilot hole including strata sampling for every meter of penetration or less when change of formation occurs.	m	210	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.3	Geophysical borehole logging (electric resistivity and self-potential)	no.	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.4	Reaming of 250mmØ pilot hole to 400mmØ	m	210	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.5	Furnishing of 250 mm nominal diameter spiral welded steel casing; minimum wall thickness of 6mm including 1m stick-up pipe	m	148	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____

Signature of Bidder or its Authorized Representative

A.6	Furnishing of 250 mm nominal diameter stainless steel, continuous slot wedge wire wound screens, slot 1.5 mm, 3 m per length (Johnson Type or approved equal)	m	63	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.7	Furnishing of centralizers	lot	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.8	Installation of casings, screens and centralizers	m	211	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.9	Furnishing and installation of gravel packing materials at annulus around casings and screens and gravel fill pipe	m	195	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.10	Treatment of well with mud thinner, e.g., polyphosphate solution	no.	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.11	Well development by water jetting	hrs.	24	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.12	Well development by surging and bailing	hrs.	24	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.13	Well development by airlift method	hrs.	12	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____

Signature of Bidder or its Authorized Representative

A.14	Step-drawdown pumping test, 5 steps @ 1 hour/step, Max Q = 10 l/s	no.	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.15	Constant discharge pumping tests; Q= 10 L/s	hrs.	72	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.16	Cement grouting	m	15	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.17	Well completion	no.	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.18	Water Quality Test & Well Drilling Report	lot	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.19	Resource Movement (Moving In)	no.	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
A.20	Resource Movement (Moving Out)	no.	1	In words: _____ _____ _____ _____ In figures: _____	In words: _____ _____ _____ _____ In figures: _____
Total Bid for Drilling of Exploratory/Production Well at Brgy. Asis 2, Mendez, Cavite					In words: _____ _____ _____ _____ In figures: _____

Signature of Bidder or its Authorized Representative

SUMMARY OF TOTAL BID PRICE

A. TEST/PRODUCTION WELL

IN BRGY. ASIS 2, MENDEZ, CAVITE

**TOTAL BID PRICE
INCLUDING ALL TAXES**

The undersigned bidder hereby certifies that he has fully informed himself all conditions, local and otherwise, affecting the carrying out of the contract works and that his bid has been prepared in strict accordance with the terms and conditions of the Bid Documents.

Name of Firm/Joint Venture

Name in Print and Signature of Bidder

BREAKDOWN OF PRICES

The Bidder shall completely fill up the Breakdown of Unit Prices and Lump Sum Prices (including all taxes), herein below provided by inserting the amount in figures for each item in the space provided. The Breakdown shall be submitted together with the bid and shall form part of the BOQ/Bid Form.

The amounts shall represent the true breakdown of the bid price of the Unit Prices and Lump Sum Prices shown in the BOQ/Bid Form in Philippine Peso. These amounts will be used in preparing progress billings and variation orders. All breakdowns should be balanced and consistent with the bid amount in the Section VIII - Bill of Quantities (Bid Form). The total amount indicated in the forms below for each Unit Prices and Lump Sum Bid Prices must equal the bid prices shown in the Section VIII - Bill of Quantities/Bid Form. In case of discrepancy between the breakdown of prices and the BOQ/Bid Form, the prices in the BOQ/Bid Form shall govern.

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

UNIT PRICE BID ITEMS

WELL at Brgy. Asis 2, Mendez, Cavite

ITEM No.	BID ITEM	QTY	UNIT	UNIT PRICE MAT'LS & EQPT (Pesos)	UNIT PRICE INSTALLATION (Pesos)	TOTAL UNIT PRICE (Pesos)
1.	Site Preparation		no.			
2.	Drilling of 250mm Pilot Hole		m			
3.	Electric Logging		no.			
4.	Reaming to 400mm Bore hole		m			
5.	Furnish of 250mm casing		m			
6.	Furnish of 250mm Stainless Screen		m			
7.	Installation of Casing & Screens		m			
8.	Furnish/installation of Centralizers		lot			
9.	Furnish/installation of Gravel Pack & Fill Pipe		m			
10.	Polyphosphate Solution		no.			
11.	Development by Water Jetting		hrs.			
12.	Development by Surging/Bailing		hrs.			
13.	Development by Airlifting		hrs.			
14.	Step Drawdown Test		no.			
15.	Constant Discharge Test: Qmin = 10 L/s		hrs.			
16.	Cement Grouting		m			
17.	Well Completion		no.			
18.	Water Quality Test & Report		lot			
19.	Resource Movement (Moving In)		no.			
20.	Resource Movement (Moving Out)		no.			
TOTAL BID COST						

Signature and Official Stamp of Bidder: _____

Date: _____

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

1. Technical Component Envelope

Class "A" Documents

Legal Documents

- (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR of R.A. 9184;

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid;
And
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;
And
- (g) Philippine Contractors Accreditation Board (PCAB) License (Category C and D; Size Range Small B with specialty: Well Drilling).
Or Special PCAB License in case of Joint Ventures, if applicable;
And
- (h) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration;
And
- (i) Project Requirements, which shall include the following:
 - a. Certificate of Site Inspection from Mendez Water District or Notarized Affidavit of Site Inspection);
 - b. Organizational chart for the contract to be bid;
 - c. List of contractor's key personnel (e.g., Project Manager, Project Engineer or Site Supervisor, Well Drillers, Driver, Welders, and Operators), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - d. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be;
And
- (j) Original duly signed Omnibus Sworn Statement (OSS); **and**, if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; **or** Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (l) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

2. Financial Component Envelope

- (m) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (n) Original of duly signed Bid Prices in the Bill of Quantities;
And
- (o) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid;
And
- (p) Cash Flow by Quarter.

The Bidder shall submit the Technical Documents arranged and tabbed in the order as listed above. Each Bidder shall **submit one (1) original and three (3) copies of the first and second components of its bid. The second component must be certified signed each page by the Bidder or its authorized representative.**

SAMPLE BIDDING FORMS

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

2. *[Select one, delete the other:]*

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

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

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

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

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

6. *[Select one, delete the rest:]*

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid [Insert reference number]

To: Local Water Utilities Administration (LWUA)

Bidding Room, LWUA Building, Katipunan Avenue,
Balara, Quezon City

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

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

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

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 __.

Standard Advance Payment Bond Format

Standard Form of an Advance Payment Bond

Address of guarantor bank:

.....
.....
.....

Address of beneficiary (contracting agency):

.....
.....
.....

On you concluded with ("Contractor")
a contract for (project, object of contract) at a price
of

In accordance with the provisions of the contract the Contractor receives an advance payment in the amount of, which represents % of the order value.

We, the undersigned (Guarantor), waiving all objections and defences under the aforementioned contract, hereby irrevocably and independently guarantee to pay on your first written demand any amount advanced to the Contractor up to a total of (in words:
.....) against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

This guarantee shall come into force and effect as soon as the advance payment has been credited to the account of the Contractor.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN: DE53 5002 0400 3800 0000 00) for account of (contracting agency/project-executing agency).

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total amount to be claimed hereunder.

This guarantee is governed by the laws of

.....
Place, date

.....
Guarantor

Standard Form of a Performance Bond

Address of guarantor bank:

.....
.....
.....

Address of beneficiary (contracting agency):

.....
.....
.....

On you concluded with ("Contractor")
a contract for (project, object of contract) at a price
of

In accordance with the provisions of the contract the Contractor is obligated to provide a performance bond for ... % of the contract price.

We, the undersigned (Guarantor), waiving all objections and defences
under the aforementioned contract, hereby irrevocably and independently guarantee to pay
on your first written demand an amount up to a total of
(in words:
.....)

against your written declaration that the Contractor has failed to duly perform the aforementioned contract.

In the event of any claim under this guarantee, payment shall be effected to KfW, Frankfurt
am Main (BIC: KFWIDEFF, BLZ 500 204 00), account no. 38 000 000 00 (IBAN:
DE53 5002 0400 3800 0000 00) for account of (project-executing agency/purchaser).

This guarantee shall expire no later than

By this date we must have received any claims for payment by letter or encoded telecommunication.

It is understood that you will return this guarantee to us on expiry or after payment of the total
amount to be claimed hereunder.

This guarantee is governed by the laws of

.....
Place, date

.....
Guarantor

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

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

Business Name : _____

Business Address : _____

Note: This statement shall be supported with:

Total Cost

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

Statement of Single Largest Completed Contracts which are similar in nature

Business Name : _____

Business Address : _____

Note: This statement shall be supported with:

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

Statement of Availability of Key Personnel and Equipment

(Date of Issuance)

Name of the Head of the Procuring Entity

Position of the Head of the Procuring Entity

(Name of Procuring Entity)

(Address of Procuring Entity)

Attention : The Chairman
Bids and Awards Committee

Dear Sir / Madame:

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

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

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

Construction Schedule and S-Curve

Submitted by:

Name of the Representative of the Bidder

Position

Name of the Bidder

Date: _____

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

MANPOWER UTILIZATION SCHEDULE

Category	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Contractor's Name:	Name of the Procuring Entity:				Contract Name:							

Submitted by:

Name of the Representative of the Bidder _____ Date: _____

Position

Name of the Bidder

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

**OUTLINE
NARRATIVE DESCRIPTION
OF
CONSTRUCTION METHODS**

1.0 INTRODUCTION

Refer to Bidding, etc.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

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

3.0 CONSTRUCTION METHODS AND PROCEDURES**3.1 Methodology or General Approach**

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

3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

3.3 Financial Program

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

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

Contractor's Organizational Chart for the Contract

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

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

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

**KEY PERSONNEL
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : _____

2. Date of Birth : _____

3. Nationality : _____

4. Education and Degrees : _____

5. Specialty : _____

6. Registration : _____

7. Length of Service with the Firm : _____ Year from _____ (months) _____
(year)

To _____ (months) _____
(year)

8. Years of Experience : _____

9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

<u>Name and Address of Employer</u>	<u>Length of Service</u>
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

10. Experience:

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the
Owner's Engineer : _____
(Consultant)
4. Indicate the Features of Project
(particulars of the project
components and any other particular
interest connected with the project): _____
5. Contract Amount Expressed in
Philippine Currency : _____
6. Position : _____
7. Structures for which the employee
was responsible : _____
8. Assignment Period : from ____ (months) ____ (years)
: to ____ (months) ____ (years)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the
contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

Qualification of Key Personnel Proposed to be Assigned to the Contract

Business Name : _____
Business Address : _____

	Site Supervisor	Civil Engineer	Welder	Locally Hired Helpers	Other positions deemed required by the Applicant for this project
1 Name					
2 Address					
3 Date of Birth					
4 Employed Since					
5 Experience					
6 Previous Employment					
7 Education					
8 PRC License					

Minimum : Site Supervisor
 : Civil Engineer
 : Welder
 : Locally Hired Helpers

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

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

Business Name : _____
Business Address : _____

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

List of minimum equipment required for the project:

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

MENDEZ WATER DISTRICT

Name of the Contract: Drilling of One (1) Exploratory/Production Well at Brgy Asis 2, Mendez, Cavite

Location of the Contract: Mendez, Cavite

EQUIPMENT UTILIZATION SCHEDULE

Submitted by:

Name of the Representative of the Bidder

Part 3: *Position*

Name of the Bidder

Date: _____

(Principal Office Address)

(Contact Number)

TIN No. _____

BOND NO. _____

G (2) -B

SURETY BOND: BID SECURITY

(FOR GOVERNMENT BIDS)

By this bond, We, _____ Name of Bidder _____ represented by _____ (Name of Authorized Representative), as Principal, and _____ (Surety and/or Insurance Company) _____, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at _____ (office address) _____, are held and firmly bound unto the _____ (Procuring Entity) _____ as Obligee in the sum of _____ Amount in Words _____ (P _____), Philippine Currency, callable on demand by (Procuring Entity) _____ for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal will submit a written Bid to the OBLIGEE [Procuring Entity] on the _____ (Date) _____ day of _____ (Month) _____, 20 _____ Year, for the _____ (Name of Project/Procurement) _____ (Project).

NOW, THEREFORE, the conditions of this obligation are:

1. if the Principal:

- a) withdraws its bid during the period of bid validity specified in **Instruction to Bidders (ITB)**;
- b) does not accept the correction of arithmetical errors of his bid price in accordance with the **ITB**;
- c) fails to submit the requirements within the prescribed period or a finding against their veracity as stated in the **ITB**;
- d) submits eligibility requirements containing false information or falsified documents;
- e) submits 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;
- f) allows the use of one's name, or using the name of another for purposes of public bidding;
- g) withdraws a bid, or refuses to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
- h) refuses or fails to post the required performance security within the prescribed time;
- i) refuses 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;

- j) performs any documented attempt to unduly influence the outcome of the bidding in his favor;
- k) fails to enter into the joint venture with potential joint venture partners after the bid is declared successful; or
- l) performs 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.

2. if the Principal, having been determined as the bidder with the Lowest Calculated Responsive/Rated Responsive Bid,

- (i) fails, refuses, or is unable to submit the documents required under Sections 34.2 and 37.1.4 of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;
- (ii) fails to sign the contract in accordance with the **ITB**; or
- (iii) fails to furnish performance security in accordance with the **ITB**.

In case of the occurrence of ANY OF the abovementioned grounds, the (Procuring Entity) shall call upon the Bond upon a written demand to the Surety, and the Surety shall pay (Procuring Entity) up to the entered amount of the Bond due to the occurrence of any or combination of the conditions stated above.

PROVIDED HOWEVER, that the Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Surety agrees that this instrument shall be valid for _____ (____) calendar days from the date of the opening of the bids, as such period is stated in the Instruction to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Surety is hereby waived.

IN WITNESS WHEREOF, we have set our hands and signed our names on this _____ at _____, Philippines.

SURETY AND/OR INSURANCE COMPANY

PRINCIPAL

SIGNED IN THE PRESENCE OF:

(SURETY AND/OR INSURANCE COMPANY)
(Principal Office Address)
(Contact Number)
TIN No. _____

Premium	: _____
Doc. S.	: _____
Evat	: _____
N/S	: _____

BOND NO. _____

SURETY BOND: PERFORMANCE SECURITY
(FOR GOVERNMENT PROCUREMENT)

That we, _____ (Name of Bidder) _____ represented by _____ (Name of Authorized Representative), as PRINCIPAL, and _____ (Surety and/or Insurance Company) _____, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at _____ (office address) _____, are held and firmly bound unto the _____ (Procuring Entity) _____ as OBLIGEE in the sum of _____ (Amount in Words) _____ (P _____), Philippine Currency, callable on demand by _____ (Procuring Entity) _____ for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been declared the winning bidder and received a Notice of Award on the _____ (Date) _____ day of _____ (Month) _____, 20 _____ Year_____, for the _____ (Name of Project/Procurement) _____ (Project);

WHEREAS, the PRINCIPAL is required to post a Performance Security within ten (10) days upon receipt of such Notice of Award and before the signing of the Contract for the Project to guarantee the faithful performance by the winning Bidder of its obligations under the Contract;

NOW, THEREFORE, the Surety Bond, forming as Performance Security for the Contract posted in favor of _____ (Procuring Entity) _____ shall be forfeited in the event it is established that the winning bidder failed to faithfully perform its obligations under the contract in accordance with the bidding documents.

IN CASE OF FAILURE, the _____ (Procuring Entity) _____ shall call on the Bond upon a written demand to the Surety, and the Surety shall pay the Procuring Entity up to the entered amount of the Bond; provided that, in the demand, _____ (Procuring Entity) _____ will state the violation/s of the PRINCIPAL.

PROVIDED HOWEVER, that the Surety shall not be liable for a greater sum than the specified penalty of this bond.

This performance bond is valid until the issuance of the Certificate of Final Acceptance by the OBLIGEE. This bond shall cover any extension of performance as allowed by the OBLIGEE and notice to the surety is hereby waived.

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

IN WITNESS WHEREOF, we have set our hands and signed our names on this _____ at _____, Philippines.

SURETY AND/OR INSURANCE COMPANY

PRINCIPAL

SIGNED IN THE PRESENCE OF:

INSURANCE COMPANY)
(Principal Office Address)
(Contact Number)
TIN No. _____

Premium	: _____
Doc. S.	: _____
Evat	: _____
N/S	: _____
Lgt	: _____
N/F	: _____
Misc. Fee	: _____

BOND NO. _____

SURETY BOND AS WARRANTY SECURITY
(FOR INFRASTRUCTURE PROJECTS)

That we, _____ (Name of Bidder) _____ represented by _____ (Name of Authorized Representative) _____ as Principal, and _____ (Surety and/or Insurance Company) _____, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at _____ (office address) _____, are held and firmly bound unto the _____ (Procuring Entity) _____ as OBLIGEE in the sum of _____ (Amount in Words) _____ (P _____), Philippine Currency, callable on demand by _____ (Procuring Entity) _____ for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the Contractor for the _____ (Name of Project/Procurement) _____ (Project) of _____ (Procuring Entity);

WHEREAS, the Principal completed the Project on _____ and OBLIGEE issued the Certificate of Acceptance for the Project on _____;

WHEREAS, the Principal is required to post a Warranty Security to guarantee against Structural Defects/Failures, except those occasioned on force majeure;

NOW, THEREFORE, the Surety Bond, forming as Warranty Security for the Project posted in favor of _____ (Procuring Entity) _____ shall be forfeited in case of structural defects/failure occurring during the applicable warranty period provided in the Bidding Documents.

In case of the occurrence of the abovementioned grounds, _____ (Procuring Entity) _____ shall call upon the Bond upon a written demand to the Surety, and the Surety shall pay OBLIGEE up to the entered amount of the Bond, upon receipt by the Surety of a written demand from OBLIGEE; provided that, in the demand, the OBLIGEE will note that the sum claimed is due to the occurrence of any or combination of the conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be liable for a greater sum than the specified penalty of this bond.

This warranty bond is valid for one year from the date of issuance of the Certificate of Final Acceptance by the OBLIGEE. This bond shall cover any extension of warranty as allowed by the OBLIGEE and notice to the surety is hereby waived.

IN WITNESS WHEREOF, we have set our hands and signed our names on this _____ at _____, Philippines.

SURETY AND/OR INSURANCE COMPANY

PRINCIPAL

SIGNED IN THE PRESENCE OF:

LOCAL WATER UTILITIES ADMINISTRATION

Name of the Contract
Location of the Contract

AFFIDAVIT OF SITE INSPECTION

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

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

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

AFFIANT

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

(Notary Public)

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

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

