

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

in accordance with

GPPB Resolution No. 06-2010 dated December 17, 2010

Construction of Bobon PWS

01-MAT-DOR-13

Barangay Bobon

City of Mati

Province of Davao Oriental

November 2013

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Section I. Invitation to Bid

Republic of the Philippines Mindanao Rural Development Program II Invitation to Bid for the Construction of Bobon Potable Water System (PWS) Subproject No. 01-MAT-DOR-13

November 4, 2013

1. The Government of the Philippines (GoP) has received a Loan from the World Bank towards the cost of **Mindanao Rural Development Program II** and it intends to apply part of the proceeds of this Loan to payments under the contract for **Construction of Bobon PWS/ 01-MAT-DOR-13**.
2. The **City of Mati** implementing partner of the Department of Agriculture now invites bids for the Construction of Bobon PWS. Completion of the Works is required by **113** calendar days. Bidders should have completed, **within five (5) years**, 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 in accordance with relevant procedures for open competitive bidding as specified in the IRR of RA 9184 (R.A. 9184), with some amendments, as stated in these bidding documents and is open to all bidders from eligible source countries as defined in the applicable procurement guidelines of the World Bank. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The Estimated Project Cost for this project is **Four Million Seven Hundred Eighty Four Thousand Pesos, Php4,784,000.00**.
4. Interested bidders may obtain further information from the Bids and Awards Committee of the **City of Mati** and inspect the Bidding Documents at the address given below from 9:00am to 4:00pm, Mondays to Fridays.
5. A complete set of Bidding Documents may be purchased by interested Bidders from **November 4, 2013-December 5, 2013** from the address below and upon payment of a non-refundable fee for the bidding documents in the amount of **Four Thousand Pesos (Php 4,000.00)**.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the MRDP2 website (<http://www.damrdp.net>) provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

As part of the transparency measures being instituted by the Department of Agriculture (DA) the bidders can virtually visit the site of the above-described subproject at <http://www.damrdp.net> where geotagged base photographs on 50 meter interval and track are viewable. The DA, however, requires that all potential contractors who will be awarded contract under the project shall have undergone geotagging training provided by the MRDP2/PRDP Project Support Office.

6. The **City of Mati** will hold a Pre-Bid Conference on **November 20, 2013** at **9:00 AM** at **BAC Office, City Hall Building, City of Mati** which shall be open to all interested parties.
7. Bids must be delivered on or before **December 6, 2013** at **9:00 AM** at **BAC Office, City Hall Building, City of Mati**. All bids must be accompanied by a bid security in the amount specified in the documents in the form of Cash/Certified (manager's or cashier's) check or in the form of Bank Guarantee issued by a commercial bank.

Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.
8. The **City of Mati** reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

ENGR. JOEL A. CAPALIT

Chairman, Bids and Awards Committee

BAC Secretariat Office, City Hall, Mati, Davao Oriental

Cellular No. 09173059769

Signature of the BAC Chairman or
Authorized Representative of the BAC
Chairman

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

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

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
 - (a) defines, for purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;
 - (iii) "collusive practices" means a scheme or arrangement between two or more bidders, with or without the knowledge of the

Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and

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

(v) “obstructive practice” is

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

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

(b) will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and

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

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

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

4. Conflict of Interest

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

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

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

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

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

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

5. Eligible Bidders

5.1. Unless otherwise indicated in the BDS, the following persons shall be eligible to participate in this Bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.

5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.

- 5.3. Government Corporate Entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. (a) Unless otherwise provided in the **BDS**, the Bidder must have completed, within ten (10) years from the submission of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the National Statistics Office consumer price index.
- (b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

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

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

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

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

Where:

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

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

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.3.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary’s Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
- (j) Complying with existing labor laws and standards, if applicable.

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

6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and

access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of GOODS and Services

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

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

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

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

C. Preparation of Bids

11. Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the

appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the Bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within ten (10) years prior to the submission of bids, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) contract duration;
 - (iii.4) owner's name and address;
 - (iii.5) nature of work;
 - (iii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
 - (iii.7) total contract value at award;
 - (iii.8) date of completion or estimated completion time;
 - (iii.9) total contract value at completion, if applicable;
 - (iii.10) percentages of planned and actual accomplishments, if applicable;
 - (iii.11) value of outstanding works, if applicable;

- (iii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and
- (iii.13) the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable;
- (iv) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;
- (v) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- (vi) NFCC computation or CLC in accordance with ITB Clause 5.5; and

Class "B" Document:

- (vii) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, 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 shall be included in the bid.
- (b) Technical Documents –
- (i) Bid security as prescribed in **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;
 - (ii) Project Requirements, which shall include the following:
 - (ii.1) Organizational chart for the contract to be bid;
 - (ii.2) List of contractor's personnel (*viz.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and

- (ii.3) List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and
- (iii) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form in accordance with the form prescribed in Section IX. Bidding Forms; and
 - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless indicated in the **BDS**, all Bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:
 - (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
 - (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of works) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
 - (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
 - (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.

- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Furthermore, in cases

where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

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

17. Bid Validity

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

18. Bid Security

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

| Form of Bid Security | Amount of Bid Security (Equal to Percentage of the ABC) |
|---|--|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Two percent (2%) |

| | |
|---|---|
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Five percent (5%) |
| (d) Any combination of the foregoing. | Proportionate to share of form with respect to total amount of security |

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

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
 - (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);

- (iii) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in ITB Clause 28.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

19. Format and Signing of Bids

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

requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity’s BAC identified in **ITB** Clause 10.1;
 - (d) bear the specific identification of this bidding process indicated in the Invitation to Bid; and

- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause 21, shall be declared “Late” and shall not be accepted by the Procuring Entity.

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed, properly identified, linked to its original bid marked as “TECHNICAL MODIFICATION” or “FINANCIAL MODIFICATION” and stamped “received” by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a letter of withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the **ABC** unless otherwise provided in **ITB** Clause 13.1(b), the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (vi).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents enumerated in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(vi) by any of the joint venture partners constitutes compliance.

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

E. Evaluation and Comparison of Bids

25. Process to be Confidential

- 25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless in the case of **ITB** Clause 26.
- 25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder’s Bid.

26. Clarification of Bids

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

27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” using non-discretionary “pass/fail” criterion. The BAC shall consider the following in the evaluation of bids:

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

28. Post Qualification

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

- (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

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

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

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any

liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) if there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the bidders, or if the collusion is between or among the bidders themselves, or between a bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) if the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) for any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
 - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
 - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
 - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

- (a) No bids are received;
- (b) All prospective bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the Lowest Calculated Responsive Bid refuses, without justifiable cause to accept the award of contract, and no award is made.

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).
- 30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or

electronically, receipt of which must be confirmed in writing within two (2) days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:
 - (i) Valid JVA, if applicable, within ten (10) calendar days;
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in **ITB** Clause 12.1(a)(iv);
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and
 - (d) Approval by higher authority, if required.

31. Signing of the Contract

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

- (f) Notice of Award of Contract; and
- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

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

32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price as stated in the **BDS** in accordance with the following schedule:

| Form of Performance Security | Amount of Performance Security (Equal to Percentage of the Total Contract Price) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Five percent (5%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Thirty percent (30%) |
| (d) Any combination of the foregoing. | Proportionate to share of form with respect to total amount of security |

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

33. Notice to Proceed

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

Section III. Bid Data Sheet

| ITB Clause | |
|------------|---|
| 1.1 | <p>The PROCURING ENTITY is City of Mati, Davao Oriental.</p> <p>The name of the Contract is Construction of Bobon PWS.</p> <p>The identification number of the Contract is 01-MAT-DOR-13.</p> |
| 2 | <p>The World Bank through Loan No. 7440-PH in the amount of US\$83,752,000.00.</p> <p>The Name of the Project is Mindanao Rural Development Program II.</p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of the Loan Agreement between the PROCURING ENTITY and the Funding Source. (hereunder called the “Loan Agreement”).</p> <p>The Payments will be subject in all respect to the terms and conditions of the Loan Agreement and the applicable law. No party other than the PROCURING ENTITY shall derive any rights from the Loan Agreement or have any claim to the funds.</p> |
| 3.1 | No further instructions. |
| 5.1 | Foreign bidders shall be eligible to bid. Eligible bidders are as defined in the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated January 2011. |
| 5.2 | Foreign bidders shall be eligible to bid. Eligible bidders are as defined in the Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers dated January 2011. |
| 5.4 | <p>To be considered eligible and qualified a Bidder must have a successful experience as prime contractor in the construction of at least one (1) work of a nature and complexity equivalent to the Works generally in the last five (5) years (to comply with this requirement, single works cited should be at least eighty percent (80%) of value of estimated contract cost of Works under bid), such being verifiable from completion certificates; and have an annual turnover from all works averaged over the last three (3) years equal to one hundred percent (100%) of the estimated value of the contract to be bid.</p> <p>For this purpose, similar contracts shall refer to Construction of PWS.</p> |

| | |
|------|--|
| 8.1 | <p>Subcontracting is allowed.</p> <p>There is no restriction on the involvement of general sub-contractors in the areas of manual and semi-skilled labor or construction materials provided that the contractor undertakes not less than fifty percent (50%) of the contracted works with its own resources.</p> |
| 8.2 | <p>To be considered eligible and qualified a subcontractor must have a successful experience as contractor in the construction of at least one work of a nature and complexity equivalent to the scope of works to be subcontracted, generally during the last five (5) years.</p> |
| 9.1 | <p>The Date, Time and Venue of the Pre-Bid Conference is:</p> <p>November 20, 2013 at 9:00 AM BAC Office, City Hall Building, City of mati</p> |
| 10.1 | <p>The PROCURING ENTITY's address is:</p> <p>The City of Mati City Hall Building, City of Mati</p> <p>Contact Person: ALOMA S. SERAFIN Tel No. : (087) 811-5464</p> |
| 10.3 | <p>The BAC is responsible to send any amendments and/or clarifications on the provisions on the bidding documents.</p> |
| 12.1 | <p>The first envelope shall contain the following documents:</p> <ul style="list-style-type: none"> a. Registration Certification of the Company b. List of relevant contracts as specified contracts as specified in ITB clause 5.4 hereof; c. Audited financial statement for the past three years d. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract. e. Bid Security as required in the ITB; f. Project requirements, which shall include the following: <ul style="list-style-type: none"> (i) List of Contractor's personnel (Project Engineer – Civil Engineer with at least 10 years of relevant work experience in the subproject describe in ITB Clause 5.4 above. Materials Engineer - Civil Engineer with at least 5 years of relevant work in materials and quality control, duly accredited by DPWH), to be assigned to the contract to be bid, with their |

| | <p>complete qualification and experience data: and</p> <p>(ii) List of Contractor's equipment units, which are owned, leased and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and</p> <p>g. In case of bidders requiring additional liquidity, a commitment from a Universal or Commercial Bank to extend a credit line in favor of the bidder if awarded the contract for the project equivalent to 10% of the total bid cost.</p> <p>Notwithstanding the BAC's declaration of non-responsiveness of the first bid envelope, the financial proposals contained in the second bid envelopes of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------|--|----------------------------|--|--|--|------------|-------|--------|--|-------------------|-------------|--------------|--|------------------------------|---|---|--|----------------------|---|---|--|---------------|---|---|--|---------------|---|---|--|----------------|---|--|--|
| 12.1(a)(i) | <p>No other acceptable proof of registration is recognized.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12.1(a)(iv) | <p>Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project as a pre-condition for award as provided in the Loan Agreement.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12.1(b)(ii.3) | <table border="1"> <thead> <tr> <th colspan="4">Minimum Required Equipment</th> </tr> <tr> <th>Particular</th> <th>Owned</th> <th colspan="2">Leased</th> </tr> <tr> <th>Type of Equipment</th> <th>Owned (Qty)</th> <th colspan="2">Leased (Qty)</th> </tr> </thead> <tbody> <tr> <td>1. Concrete mixer (1 bagger)</td> <td>1</td> <td colspan="2">-</td> </tr> <tr> <td>2. Concrete vibrator</td> <td>1</td> <td colspan="2">-</td> </tr> <tr> <td>3. Bar cutter</td> <td>1</td> <td colspan="2">-</td> </tr> <tr> <td>4. Bar Bender</td> <td>1</td> <td colspan="2">-</td> </tr> <tr> <td>5. Stake Truck</td> <td>1</td> <td colspan="2"></td> </tr> </tbody> </table> | Minimum Required Equipment | | | | Particular | Owned | Leased | | Type of Equipment | Owned (Qty) | Leased (Qty) | | 1. Concrete mixer (1 bagger) | 1 | - | | 2. Concrete vibrator | 1 | - | | 3. Bar cutter | 1 | - | | 4. Bar Bender | 1 | - | | 5. Stake Truck | 1 | | |
| Minimum Required Equipment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Particular | Owned | Leased | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Type of Equipment | Owned (Qty) | Leased (Qty) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Concrete mixer (1 bagger) | 1 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Concrete vibrator | 1 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Bar cutter | 1 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Bar Bender | 1 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. Stake Truck | 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13.1 | <p>No additional Requirements.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 13.1(b) | <p>There is no ceiling for Financial Proposals.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 14.2 | <p>No further instructions.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 15.4 | The Price Escalation formula value GPPB Resolution 07-2004 dated July 2004 will be followed. |
| 16.1 | The bid prices shall be quoted in Philippine Pesos. |
| 17.1 | Bids will be valid until ninety (90) calendar days from bid opening date. |
| 18.1 | The bid security shall be in the form of Cash, certified (cashier's or manager's) check or in the form of a Bank Guarantee issued by a Commercial Bank in the amount of PhP96,000.00 . |
| 18.2 | The bid security shall be valid until One hundred twenty (120) calendar days from the date set for Bid opening date. |
| 20.3 | Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid. |
| 21 | The address for Submission of Bids is at BAC Office, City Hall Building, City of Mati . The deadline for Submission of Bids is December 6, 2013 at 9:00 AM . |
| 24.1 | The place of Bid opening is at BAC Office, City Hall Building, City of Mati . The date and time of Bid opening is December 6, 2013 at 9:00 AM . |
| 24.2 | During Bid Opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1(a), the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. The Financial proposals in the second envelope of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders. |
| 27.3(b) | Bid Modification is not allowed. |
| 27.4 | There is no ceiling for Financial Proposals. |
| 28.2(b) | If the winner is a foreign bidder, the requirement applies to relevant Philippines tax only. |
| 28.2(d) | No further instructions. |
| 31.4(g) | The other document required are: 1) Construction schedule 2) S-Curve 3) Manpower schedule 4) Construction methods |

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| | <p>5) Equipment Utilization schedule</p> <p>6) Construction Safety and Health program approved by the Department of Labor and Employment; and</p> <p>7) PERT/CPM.</p> |
| 32.2 | <p>At the Contractor's option the Performance Security is to be in any of the following form:</p> <ol style="list-style-type: none"> 1. Cash, certified (cashier's or manager's) check, in the amount of five percent (5%) of the contract price; 2. Bank guarantee in the amount of ten percent (10%) of the contract price. |

Section IV. General Conditions of Contract

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1. Definitions

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

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

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

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

2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.
- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

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

6. The Contractor's Obligations

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity.
- 6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity's Representative, and complete them by the Intended Completion Date.
- 6.3. The Contractor shall be responsible for the safety of all activities on the Site.
- 6.4. The Contractor shall carry out all instructions of the Procuring Entity's Representative that comply with the applicable laws where the Site is located.
- 6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, and that the Materials Engineer should be duly accredited by the DPWH as referred to in the **SCC**, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

- 6.6. If the Procuring Entity's Representative asks the Contractor to remove a member of the Contractor's staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.
- 6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.
- 6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
- 6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

7. Performance Security

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any the forms prescribed in **ITB** Clause 32.2.
- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
 - (b) The Contractor has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.

- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. Subcontracting

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **ITB** Clause 8.1.
- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

9. Liquidated Damages

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall

rescind this Contract, without prejudice to other courses of action and remedies open to it.

- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GCC** Clause 40.3.

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the Head of the Procuring Entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects", *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or

“Structural Failures”, *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.

12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

| Form of Warranty | Minimum Amount in Percentage (%) of Total Contract Price |
|--|--|
| (a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a | Five Percent (5%) |

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

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

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

13. Liability of the Contractor

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

14. Procuring Entity's Risk

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

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

Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. Insurance

- 15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- (a) Contractor's All Risk Insurance;
 - (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
 - (c) Personal injury or death of Contractor's employees; and
 - (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.
- The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.
- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.

- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
- 16.2. Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- 16.3. Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- 16.4. The Contractor:
- (a) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - (b) does not actually have on the project Site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
 - (c) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - (d) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or

- (e) sub-lets any part of this Contract without approval by the Procuring Entity.

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

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

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

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

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

- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued

or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;

- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
 - (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
 - (f) The Contractor does not maintain a Security, which is required;
 - (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and
 - (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
 - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.
- 18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

19.1. The following provisions shall govern the procedures for the termination of this Contract:

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

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination

shall only be based on the ground(s) stated in the Notice to Terminate;
and

- (f) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

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

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (“NTP”);
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;
 - (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.

- (d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System ("CPES") rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:
 - (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
 - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

20. Force Majeure, Release From Performance

- 20.1. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.
- 20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.
- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
 - (a) any sum to which the Contractor is entitled under **GCC** Clause 28;

- (b) the cost of his suspension and demobilization;
 - (c) any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. Resolution of Disputes

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

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

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

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

23. Procuring Entity's Representative's Decisions

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

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

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

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

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

26. Extension of the Intended Completion Date

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.
- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto

after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

27. Right to Vary

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

28. Contractor's Right to Claim

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

29. Dayworks

- 29.1. Subject to **GCC** Clause 43 on Variation Order, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.
- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

- 30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay

the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

- 30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. Program of Work

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the PROCURING ENTITY's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.
- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

- 32.1. Either the Procuring Entity's Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

32.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity . The responsibility of the parties for actions to be taken shall be decided by the PROCURING ENTITY's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

33. Bill of Quantities

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

33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.

33.4. If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

34.3. The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's.

37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.

37.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the SCC.

39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.

- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. Progress Payments

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

41. Payment Certificates

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

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

42. Retention

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

43. Variation Orders

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

Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the Head of the Procuring Entity for approval.

- (b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity's to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the Head of the Procuring Entity or his duly authorized representative.
- (c) The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration.
- (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

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

45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to

perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

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

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring

Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major

calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

51.1. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.

51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 1.16 | The Intended Completion Date is One Hundred Thirteen (113) Calendar Days inclusive of Fifteen (15) Calendar Days allotted for unworkable conditions. |
| 1.21 | The Procuring Entity is City of Mati, Davao Oriental . |
| 1.22 | The Procuring Entity's Representative is Hon. Carlo Luis P. Rabat, City Mayor |
| 1.23 | The Site is located at Barangay Bobon, City of Mati, Davao Oriental and is defined in drawings No. 1. Vicinity Map. See Section VII |
| 1.27 | The Start Date is 10 calendar days upon receipt of the Notice to Proceed (NTP). |
| 1.30 | The Works consist of reinforcing steel, reinforced concrete, fencing, plumbing, power load center, switch gear and panelboards, excavation, backfill and fill, installation of pipelines, corrugated metal roofing, painting, varnishing and other related works, wires and wiring devices. |
| 2.2 | Not Applicable |
| 5.1 | The PROCURING ENTITY shall give possession of all parts of the Site to the Contractor upon issuance of NTP. |
| 6.5 | The Contractor shall employ the following Key Personnel : Project Engineer – Civil Engineer with a minimum of ten (10) years relevant work experience. Material Testing & Quality Control (MTQC) Engineer – Civil Engineer with at least five (5) years minimum experience in materials and quality control duly accredited with DPWH. |
| 7.4(c) | No further instructions. |
| 7.7 | No further instructions. |
| 8.1 | Not more than 50% of the Contract. |
| 10 | None. |
| 12.3 | No further instructions. |
| 12.5 | PWS: Five (5) years |

| | |
|------------|--|
| 13 | In case of Joint Venture: All partners to the Joint venture shall be jointly and severally liable to the Procuring Entity. |
| 18.3(h)(i) | No further instructions. |
| 21.2 | The Arbitrator is: Construction Industry Arbitration Commission Manila |
| 29.1 | No day works are applicable to the contract. |
| 31.1 | The Contractor shall submit the Program of Work to the PROCURING ENTITY's Representative within five (5) calendar days from date of NTP. |
| 31.3 | The period between Program of Work updates is 30 days. The amount to be withheld for late submission of an updated Program of Work is 1% of the progress billing. |
| 34.3 | The Funding Source is the World Bank. |
| 39.1 | The amount of the advance payment is 15% of the Contract Price and to be recouped every progress billing. |
| 40.1 | No further Instructions. |
| 41.5 | At the same time that the Statement of Value of Work executed is submitted to the Procuring Entity, the contractor is required to submit the kmz file of the geotagged progress photographs, taken at 50 meters interval. Said geotagged photographs should have been taken at about the same date as the Statement of Value of Work executed is prepared. |
| 51.1 | The date by which "as built" drawings are required is: 15-30 of days from Completion Date as defined under GCC 1.1.3. |
| 51.2 | The amount to be withheld for failing to produce "as built" drawings by the date required is: 1% of the final contract amount. |

Section VI. Specifications

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ITEM 404 – REINFORCING STEEL

404.1 Description

This Item shall consist of furnishing, bending, fabricating and placing of steel reinforcement of the type, size, shape and grade required in accordance with this Specification and in conformity with the requirements shown on the Plans or as directed by the Engineer.

404.2 Material Requirements

Reinforcing steel shall meet the requirements of item 710, Reinforcing Steel and Wire Rope.

4.4.3 Construction Requirements

404.3.1 Order Lists

Before materials are ordered, all order lists and bending diagrams shall be furnished by the Contractor, for approval of the Engineer. The approval of order lists and bending diagrams by the Engineer shall in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams. Any expense incident to the revisions of materials furnished in accordance with such lists and diagrams to make them comply with the Plans shall be borne by the Contractor.

404.3.2 Protection of Material

Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, detrimental rust, loose scale, paint, grease, oil, or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel specified.

404.3.3 Bending

All reinforcing bars requiring bending shall be cold-bent to the shapes shown on the Plans or required by the Engineer. Bars shall be bent around a circular pin having the following diameters (D) in relation to the diameter of the bar (d):

| Nominal diameter, d, mm | Pin diameter (D) |
|-------------------------|------------------|
| 10 to 20 | 6d |
| 25 to 28 | 8d |
| 32 and greater | 10d |

Bends and hooks in stirrups or ties may be bent to the diameter of the principal bar enclosed therein.

404.3.4 Placing and Fastening

All steel reinforcement shall be accurately placed in the position shown on the Plans or required by the Engineer and firmly held there during the placing and setting of the concrete. Bars shall be tied at all intersections except where spacing is less than 300mm in each directions, in which case, alternate intersections shall be tied. Ties shall be fastened on the inside.

Distance from the forms shall be maintained by means of stays, blocks, ties, hangers, or other approved supports, so that it does not vary from the position indicated on the Plans by more than 6mm. Blocks for holding reinforcement from contact with the forms shall be precast mortar blocks of approved shapes and dimensions. Layers of bars shall be separated by precast mortar blocks or by other equally suitable devices. The use of pebbles, pieces of broken stone or brick, metal pipe and wooden blocks shall not be permitted. Unless otherwise shown on the Plans or required by the Engineer, the minimum distance between bars shall be 40mm. Reinforcement in any member shall be placed and then inspected and approved by the Engineer before the placing of concrete begins. Concrete placed in violation of this provision may be rejected and removal may be required. If fabric reinforcement is shipped in rolls, it shall be straightened before being placed. Bundled bars shall be tied together at not more than 1.8m intervals.

404.3.5 Splicing

All reinforcement shall be furnished in the full lengths indicated on the Plans. Splicing of bars, except where shown on the Plans, will not be permitted without the written approval of the Engineer. Splices shall be staggered as far as possible and with a minimum separation of not less than 40 bar diameters. Not more than one-third of the bars may be spliced in the same cross-section, except where shown on the Plans.

Unless otherwise shown on the Plans, bars shall be lapped a minimum distance of:

| Splice Type | Grade 40 min. lap | Grade 60 min. lap | But not less than |
|-------------|----------------------|----------------------|-------------------|
| Tension | 24 bar dia | 36 bar dia | 300 mm |
| Compression | 20 bar dia | 24 bar dia | 300 mm |

In lapped splices, the bars shall be placed in contact and wired together. Lapped splices will not be permitted at locations where the concrete section is insufficient to provide minimum clear distance of one and one-third the maximum size of coarse aggregate between the splice and the nearest adjacent bar. Welding of reinforcing steel shall be done only if detailed on the Plans or if authorized by the Engineer in writing. Spiral reinforcement shall be spliced by lapping at least one and a half turns or by butt welding unless otherwise shown on the Plans.

404.3.6 Lapping of Bar Mat

Sheets of mesh or bar mat reinforcement shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The overlap shall not be less than one mesh in width.

404.4 Method of Measurement

The quantity of reinforcing steel to be paid for will be the final quantity placed and accepted in the completed structure.

No allowance will be made for tie-wires, separators, wire chairs and other material used in fastening the reinforcing steel in place. If bars are substituted upon the Contractor's request and approved by the Engineer and as a result thereof more steel is used than specified, only the mass specified shall be measured for payment.

No measurement or payment will be made for splices added by the Contractor unless directed or approved by the Engineer.

When there is no item for reinforcing steel in the Bill of Quantities, costs will be considered as incidental to the other items in the Bill of Quantities.

404.5 Basis of Payment

The accepted quantity, measured as prescribed in Section 404.4, shall be paid for at the contract unit price for Reinforcing Steel which price and payment shall be full compensation for furnishing and placing all materials, including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|-------------------|---------------------|
| 404 | Reinforcing Steel | Kilogram |

ITEM 604 – FENCING

604.1 Description

This Item shall consist of furnishing and constructing posts and barbed wire or chain link fences in accordance with the details, and at the locations, shown on the Plans, or as required by the Engineer.

604.2 Material Requirements

604.2.1 Barbed Wire

Barbed wire shall conform to the requirements of ASTM A 121, Class I. The barbed wire shall consist of 2 strands of 12.5 gauge wire, twisted with 2 points, 14 gauge barbs spaced 100 mm apart.

604.2.2 Chain Link Fence Fabric

Chain link fence fabric shall be fabricated from 10 gauge galvanized wire conforming to AASHTO M 181 and shall be of the type shown on the Plans. Before ordering the chain link fence fabric, the Contractor shall submit a sample of the material to the Engineer for testing and for approval.

604.2.3 Concrete Post

Concrete posts shall be made of Class A concrete in accordance with Item 405, Structural Concrete. The posts shall be cast to a tapered section 3 m long, or to the length shown on the detailed Plans, and shall have a smooth surface finish.

604.2.4 Steel Post

Steel posts shall be of the sections and length as specified or as shown on the Plans. The posts shall be copper bearing steel and shall conform to the requirements of AASHTO M 183 for the grade specified.

604.2.5 Steel Reinforcement

Steel reinforcement for concrete posts shall be deformed steel bars conforming to the provisions of Item 404, Reinforcing Steel.

604.2.6 Hardwares

Nuts, bolts, washers and other associated hardware shall be galvanized after fabrication as specified as ASTM 153.

604.3 Construction Requirements

The Contractor shall perform such clearing and grubbing as may be necessary to construct the fence to the required grade and alignment. Fence shall generally follow the contour of the ground. Grading shall be performed where necessary to provide a neat appearance.

Gates shall be constructed as shown on the Plans

604.3.1 Erection Post

The post shall be erected vertically in position inside the formwork of the foundation block prior to the placing of concrete and shall be adequately supported by bracing to prevent movement of the post during the placing and setting of the concrete. The posts shall be erected to the height and location shown on the Plans, or as ordered by the Engineer.

604.3.2 Installation of Chain Link Fence fabric

The chain link fence fabric shall be set to line and elevation and pulled taut between each post before spot welding, or other method of fixing, is carried out. Where splicing of the fence fabric is necessary, or at joints, the lapping of the chain link fence fabric shall be for a minimum of 100 mm and shall occur only at the post. No horizontal splicing will be permitted. The fence fabric shall be fixed to the posts as shown on the Plans. Any surface protective layer damaged during welding and/or construction shall be restored properly.

604.4 Method of Measurement

The quantity to be paid for shall be the number of linear meter measured center to center of posts, of fencing erected in place and accepted.

604.5 Basis of Payment

The quantity, as determined in Subsection 604.4, Method of Measurement, shall be paid for at the contract price per unit of measurement respectively for each of the particular items listed below and as shown in the Bid Schedule, which price and payment shall be full compensation for furnishing and placing all materials and for all labor, equipment, tools and incidentals necessary to complete the Item.

Payment will be made under:

| Pay Item No. | Description | Unit of Measurement |
|--------------|--------------------------------------|---------------------|
| 604 (2) | Fencing (Chain Link Fence Fabric) | Linear Meter |
| 604 (3) | Fencing (Posts) | Each |
| 604 (4) | Fencing (Gates) | Each |

ITEM 900 - REINFORCED CONCRETE

900.1 Description

This item shall consist of furnishing, placing and finishing concrete in buildings and related structures, flood control and ports, and water supply structures in accordance with this specification and conforming to the lines, grades and dimension shown in the plans.

900.2 Materials Requirements

900.2.1 Portland Cement

This item shall conform to the requirement of ITEM 700, Hydraulic Cement, Volume I.

Concrete Aggregates

The concrete aggregates shall conform to the requirement of Subsection 311.2.2 and 311.2.3 under ITEM 311 of Volume I and ASTM C 33 for lightweight aggregates, except that aggregates failing to meet these specifications but which have been shown by special that or actual service to produce concrete of adequate strength and durability maybe used under method (2) of determining the proportion of concrete, where authorized by the Engineer.

Except as permitted elsewhere in this section, the maximum size of the aggregate shall be not larger than one-fifth (1/5) of the narrowest dimensions between size of forms of the member for which the concrete is to be used nor later than three-fourths of the minimum clear spacing between individual reinforcing bars or bundles of bars or pretensioning strands.

Aggregate Test

Samples of the fine and coarse aggregates to be used shall be selected by the Engineer for tests at least 30 days before the actual concreting operations are to begin. It shall be the responsibility of the contractor to designate the source or sources of aggregate to give the Engineer sufficient time to obtain the necessary samples and submit them for testing.

No aggregates shall be used until official advice has been received that it has satisfactory passed all test, at which time written authority shall be given for its use.

900.2.3 Water

Water used in mixing concrete shall conform to the requirement of Subsection 311.2.4 under ITEM 311, Part D of Volume 1.

900.2.4 Metal Reinforcement

Reinforcing Steel bars shall conform to the requirements of the following Specifications;

| | |
|---------------------------------|-------------|
| Deformed & Plain Billet Steel | ASTM A 6151 |
| Bars for concrete reinforcement | AASHTO M 31 |

| | |
|---------------------------------|------------|
| Deformed Rail – Steel and Plain | |
| Bars for concrete reinforcement | ASTM A 616 |

| | |
|----------------------------------|------------|
| Deformed A x b – Steel and Plain | |
| Bars for concrete reinforcement | ASTM A 617 |

If reinforcing bars are to be welded, these ASTM specifications shall be supplemented by requirements assuring satisfactory weldability.

| | |
|---------------------------|------------|
| Bars and rod for concrete | |
| Reinforcement | ASTM A 187 |

| | |
|--------------------------|-------------|
| Cold-Drawn Stee Wire for | ASTM A 187 |
| Concrete reinforcement | AASHTO M 32 |

| | |
|----------------------------|-------------|
| Welded Steel wire fabric | ASTM A 185 |
| For concrete reinforcement | AASHTO M 55 |

Except that the welded shear strength requirement of those specification shall be extended to

Include a wire size differential up to and including six gages.

Wire and Strands for prestressed ASTM A 416

Concrete ASTM A 421

Used in making strands for post-tensioning shall be cold-drawn and either stress-relieved in the

Case of uncoated strands or hot-dip galvanized in the case of galvanized strands.

High strength alloy steel bar for post-tensioning shall be proofstressed to 90% of the granted tensile strength. After proofstressing, the bars shall conform to the following minimum properties:

| | |
|--|-------------|
| Tensile strength f_s' | 1000 Mpa |
| Yield strength (0.2 offset) | 0.90 f_s' |
| Elongation at rupture in 20 diameter | 4 percent |
| Reduction of area at rupture | 25 percent |
| Structural steel | ASTM A 36 |
| Steel Pipe for concrete-filled Pipe columns | ASTM A 53 |
| Cast-iron Pipe for concrete Columns | ASTM A 377 |

900.2.5 Admixtures

Air-entraining admixtures, if used shall conform to ASTM C 260. Water-reducing admixtures, retarding admixtures, water-reducing and retarding admixtures and water reducing and accelerating admixtures, if used, shall conform to the requirements of ASTM C 494.

900.2.6 Storage of Materials

Cement and aggregates shall be stored in such a manner as to prevent their deterioration or intrusion of foreign matter. Cement shall be stored immediately upon arrival on the site of the work, in substantial waterproof bodegas, with a floor raised from the ground sufficiently high to be free from dampness. Aggregates shall be stored in such a manner as to avoid the inclusion of foreign materials.

900.3 Construction Requirements

Notations: The notations used in these regulations are defined as follows:

f'_c = compressive strength of concrete

F_{sp} = ratio of splitting tensile strength to square root compressive strength

900.3.1 Concrete Quality

All plans submitted for approval or used for any project shall clearly show the specified strength, f'_c , of concrete of the specified age for which each part of the structure was designed.

Concrete that will be exposed to sulfate containing or other chemically aggressive solutions shall be proportioned in accordance with “Recommended Practice for Selecting proportions for Concrete (ACI 613)” and with “Recommended Practice for Selecting proportions for Structural Lightweight Concrete (ACI 613A).”

900.3.2 Methods of Determining the Proportions of Concrete

The determination of the proportions of cement, aggregate, and water to attain the required strengths shall be made by one of the following methods, but lower water-cement ratios may be required for conformance with the quality of concrete.

Method 1. Without preliminary test

Where preliminary test data on the materials to be used in the concrete have not been obtained the water- cement ratio for a given strength of concrete shall not exceed the values shown in Table 900.1. When strengths in excess of 281 kilograms per square centimeter (4000 pounds per square inch) are required or when light weight aggregates or admixtures (other than those exclusively for the purpose of entraining air) are used, the required water-cement ratio shall be determined in accordance with Method 2.

Method 2. For combination of materials previously evaluated or to be established by trial mixtures.

Water-cement ratios for strengths greater than that shown in Table 900.1 may be used provided that the relationship between strength and water-cement ratio for the materials to be used has been previously established by reliable test data and the resulting concrete satisfies the requirements of concrete quality.

Where previous data are not available, concrete trial mixtures having proportions and consistency suitable for the work shall be made using at least three different water-cement ratios (or cement content in the case of lightweight aggregates) which will produce a range of strengths encompassing those required for the work. For each water-cement ratio (or cement content) at least three specimens for each age to be tested shall be made, cured and tested for strength in accordance with ASTM C 39 and C 192.

The strength test shall be made at 7, 14 and 28 days at which the concrete is to receive load, as indicated on the plans. A curve shall be established showing the relationship between water-cement ratio (or cement content) and compressive strength. The maximum permissible water-cement ratio for the concrete to be used in the structure shall be that shown by the curve to produce an average strength to satisfy the requirements of the strength test of concrete provided that the water-cement ratio shall be no greater than that required by concrete quality when concrete that is to be subjected to the freezing temperature which weight shall have a water-cement ratio not exceeding 6 gallon per bag (50 kgs.) and it shall contain entrained air.

Where different materials are to be used for different portions of the work, each combination shall be evaluated separately.

Table 900.1 Maximum Permissible Water-Cement Ratios for Concrete (Method 1)

| Specific compressive strength at 28 days, psi fc' | Maximum permissible Water-Cement Ratio | | | |
|--|--|--------------------------|--------------------------------------|--------------------------|
| | Non Air-entrained Concrete | | Air-entrained Concrete | |
| | U.S. gal. per 42.5 kg. bag of cement | Absolute ratio by Weight | U.S. gal. per 42.5 kg. bag of cement | Absolute ratio by Weight |
| 2500 | 7 1/4 | 0.642 | 6 1/4 | 0.554 |
| 3000 | 6 1/2 | 0.576 | 5 1/4 | 0.465 |
| 3500 | 5 3/4 | 0.510 | 4 1/2 | 0.399 |
| 4000 | 5 | 0.443 | 4 | 0.354 |

900.3.3 Concrete Proportions and Consistency

The proportion of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles on the form and around reinforcement with the method of placing employed on the work, but without permitting the materials to segregate or excess free water to collect on the surface. The methods of measuring concrete materials shall be such that the proportions can be accurately controlled and easily checked at any time during the work.

900.3.4 Sampling and Testing of Structural Concrete

As work progress, at least one (1) set of sample consisting of three (3) concrete cylinder test specimens, 150 x 300 mm. shall be taken from each class of concrete placed each day, and each set to represent not more than 75 cu.m. of concrete.

900.3.5 Consistency

Concrete shall have a consistency such that it will be workable in the required position. It shall be such a consistency that it will flow around reinforcing steel but individual particles of the coarse aggregate when isolated shall show a coating or mortar containing its proportionate amount of sand. The consistency of concrete shall be gauged by the ability of the equipment to properly placed it and not by the difficulty of mixing water shall be determined by the Engineer and shall not be varied without his consent. Concrete as dry as it is practical to place with the equipment specified shall be used.

900.3.6 Strength Test of Concrete

When strength is the basis of acceptance, each class of concrete shall be represented by at least five test (10 specimens). Two specimens shall be made for each test at a given age, and not less than one test shall be made for each 150 cu. m. of structural concrete, but there shall be at least one test for each days concreting. The Engineer may require a reasonable number of additional tests during the progress of the work. Samples from which compression test specimens are molded shall be secured in accordance with ASTM C 172. Specimens made to check the adequacy of the proportions for strength of concrete or as basis for

acceptance of concrete shall be made and laboratory-cured in accordance with ASTM C 31. Additional test specimens cured entirely under field conditions may be required by the Engineer to check the adequacy of curing and protection of the concrete. Strength tests shall be made in accordance with ASTM C 39.

The age for strength tests shall be 28 days or, where specified, the earlier age at which the concrete is to receive its full load or maximum stress. Additional test may be made at earlier ages to obtain advance information on the adequacy of strength development where age-strength relationships have been established for the materials and proportions used.

To conform to the requirements of this Item:

1. For structures designed in accordance with the Working Stress Design (WSD) method of this chapter, the average of any five consecutive strength tests of the laboratory-cured specimens representing each class of concrete shall be equal on or greater than the specified strength, f_c' , and not more than 20 percent of the strength test shall have values less than that specified.
2. For structures designed in accordance with the Ultimate Strength Design (USD) method of this chapter, and for prestressed structures the average of any three consecutive strength test of the laboratory cured specimens representing each class of concrete shall be equal to or greater than the specified strength, f_c' and not more than 10 percent of the strength tests shall have values less than the specified strength.

When it appears that the laboratory-cured specimens will fail to conform to the requirements for strength, the Engineer shall have the right to order changes in the concrete sufficient to increase the strength to meet these requirements. The strengths of the specimens cured on the job are intended to indicate the adequacy of protection and curing of the concrete and may be used to determine when the forms may be stripped, shoring removed, or the structure placed in service. When, in the opinion of the Engineer, the strengths of the job-cured specimens, the Contractor may be required to improve the procedures for protecting and curing the concrete, or when test of field-cured cylinders indicate deficiencies in protection and curing, the Engineer may require test in accordance with ASTM Specification C 42 or order load test as outlined in the load tests of structures for that portion of the structure where the questionable concrete has been placed.

900.3.7 Splitting Tensile Test of Concrete

To determine the splitting ration, F_{sp} , for a particular aggregate, test of concrete shall be made as follows:

1. Twenty four (24) 15 cm. diameter by 30 cm. long (6 in. dia. by 12 in. long) cylinders shall be made in accordance with ASTM C 192, twelve at compressive strength level of approximately 210 kilograms per square centimeter (3000 psi) and twelve at approximately 280 kilograms per square centimeter (4000 psi) or 350 kilograms per square centimeter (5000 psi). After 7 days moist curing followed by 21 days at 23 °C (73 °F) and 50% relative humidity, eight of the test cylinders at each of the two strength levels shall be tested for splitting strength and four for compressive strength.
2. The splitting tensile strength shall be determine in accordance with ASTM C 496, and compressive strength in accordance with ASTM C 39.

The ratio, F_{sp} , of splitting tensile strength to the square root of compressive strength shall be obtained by using the average of all 16 splitting tensile test and all 8 compressive tests.

Minimum Strength, Concrete other than than fill, shall have a minimum compressive strength at 28 days of 140 kilograms per square centimeter (2000 psi).

900.3.9 Mixing and Delivery

Concrete may be mixed at the site of construction, at a central point or by a combination of central point and truck mixing or by a combination of central point mixing and truck agitating. Mixing and delivery of concrete shall be in accordance with the appropriate requirements of AASHTO M 157 except as modified in the following paragraphs of this section, for truck mixing or a combination of central point and truck mixing or truck agitating. Delivery of concrete shall be regulated so that placing is at a continuous rate unless delayed by the placing operations. The intervals between delivery of batches shall not be so great as to allow the concrete in place to harden partially, and in no case shall such an interval exceed 30 minutes.

In exceptional cases and when volumetric measurements are authorized, for small project requiring less than 75 cu.m. per day of pouring, the weight proportions shall be converted to equivalent volumetric proportions. In such cases, suitable allowance shall be made for variations in the moisture condition of the aggregates, including the bulking effect in the fine aggregate. Mixing and delivery shall conform to the requirements of ITEM 405, Structural Concrete.

Retempering concrete will not be permitted. Admixtures for increasing the workability, for retarding the set, or for accelerating the set or improving the pumping characteristics of the concrete will be permitted only when specifically provided for in the Contract, or authorized in writing by the Engineer.

1. Mixing Concrete: General

Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

All concrete shall be mixed in mechanically operated mixers. Mixing plant and equipment for transporting and placing concrete shall be arranged with an ample auxiliary installation to provide a minimum supply of concrete in case of breakdown of machinery or in case the normal supply of concrete is disrupted. The auxiliary supply of concrete shall be sufficient to complete the casting of a section up to a construction joint that will meet the approval of the Engineer.

Equipment having components made of aluminum or magnesium alloys, which would have contact with plastic concrete during mixing, transporting or pumping of Portland Cement concrete, shall not be used.

Concrete mixers shall be equipped with adequate water storage and a device of accurately measuring and automatically controlling the amount of water used.

Materials shall be measured by weighing. The apparatus provided for weighing the aggregates and cement shall be suitably designed and constructed for this purpose. The accuracy of all weighing devices except that for water shall be such that successive quantities can be measured to within one percent of the desired amounts. The water measuring device shall be accurate to plus or minus

0.5 mass percent. All measuring devices shall be subject to the approval of the Engineer. Scales and measuring devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the entire plant is running, the scale reading at cut-off shall not vary from the weight designated by the Engineer more than one mass percent for cement, 1-1/2 mass percent for any size of aggregate, or one (1) mass percent for the total aggregate in any batch.

2. Mixing Concrete at Site

Concrete mixers may be of the revolving drum or the revolving blade type and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. The pick-up and throw-over blades of mixers shall be restored or replaced when any part or section is worn 20mm or more below the original height of the manufacturer's design. Mixers and agitators which have an accumulation of hard concrete or mortar shall not be used.

When bulk cement is used and volume of the batch is 0.5m³ or more, the scale and weigh hopper for Portland Cement shall be separate and distinct from the aggregate hopper or hoppers. The discharge mechanism of the bulk cement weigh hopper shall be interlocked against opening before the full amount of cement is in the hopper. The discharging mechanism shall also be interlocked against opening when the amount of cement in the hopper is underweight by more than one (1) mass percent or overweight by more than 3 mass percent of the amount specified.

When the aggregate contains more water than the quantity necessary to produce a saturated surface dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregate. All water shall be in the drum by the end of the first quarter of the specified mixing time.

900.4 Concrete Surface Finishing: General

Surface finishing shall be classified as follows:

Class 1, Ordinary Finish

Class 2, Rubbed Finish

Class 3, Floated Finish

All concrete shall be given Class 1, Ordinary Finish and additionally any further finish as specified.

Unless otherwise specified, the following surfaces shall be given a Class 2, Rubbed Finish.

1. The exposed faces of piers, abutments, wingwalls, and retaining walls.
2. The outside faces of girders, T-beams, slabs, columns, brackets, curbs, headwalls, railings, arch rings, spandrel walls and parapets.

Excluded, however, are the tops and bottoms of floor slabs and sidewalks, bottoms of beams and girders, sides of interior beams and girders, backwalls above bridge seats or the

underside of copings. The surface finish on piers and abutments shall include all exposed surfaces below the bridge seats to 20 cm below low water elevation or 50 cm below finished ground level when such ground level is above the water surface. Wingwalls shall be finished from the top to 50 cm below the finished slope lines on the outside face and shall be finished on top and for a depth of 20 cm below the top on the back sides.

Unless otherwise specified, the surface of the traveled way shall be Class 3, Floated Finish.

Class 1, Concrete Ordinary Finish

Immediately following the removal of forms, all fins and irregular protection shall be removed from all surface except from those which are not to be exposed or are not to be waterproofed. On all surfaces the cavities produced by form ties and all other holes, honeycomb spots, broken corners or edges and other defects shall be thoroughly cleaned, and after having been kept saturated with water for a period of not less than three hours shall be carefully pointed and made true with a mortar of cement and fine aggregate mixed in the proportions used in the grade of the concrete being finished. Mortar used in pointing shall not be more than one hour old. The mortar patches shall be cured as specified under Subsection 407.3.8. All construction and expansion joints in the completed work shall be left carefully tooled and free of all mortar and concrete. The joint filler shall be left exposed for its full length with a clean and true edges.

The resulting surface shall be true and uniform. All repaired surfaces, the appearance of which is not satisfactory to the Engineer, shall be “rubbed” as specified below.

Class 2, Concrete Rubbed Finish

After removal of forms, the rubbing of concrete shall be started as soon as its condition will permit. Immediately before starting this work, the concrete shall be kept thoroughly saturated with water for a minimum period of three hours. Sufficient time shall have elapsed before the wetting down to allow the mortar used in the pointing of road holes and defects to thoroughly set. Surfaces to be finished shall be rubbed with a minimum coarse carborundum stone using a small amount of mortar on each face. The mortar shall be composed of cement and fine sand mixed in the proportions used in the concrete being finished. Rubbing shall be continued until all form marks, protections and irregularities have been removed, all voids have been filled, and a uniform surface has been obtained. The face produced by this rubbing shall be left in place at this time.

After all concrete above the surface being created has been cast, the final finish shall be obtained by rubbing with a fine carborundum stone and water. This rubbing shall be continued until the entire surface is of smooth texture and uniform color.

After the final rubbing is completed and the surface has dried, it should be rubbed with burlap to remove loose powder and shall be left free from all unsound patches, paste, powder and objectionable marks.

Class 3, Concrete Floated Finish

After the concrete is compacted as specified in Subsection 407.3.2, Compaction of Concrete, the surface shall be carefully struck off with a strike board

to conform to the cross-section and grade shown on the Plans. Proper allowance shall be made for camber if required. The strike board may be operated longitudinally or transversely and shall be moved forward with a combined longitudinal and transverse motion, the manipulation being such that neither is raised from the side forms during the process. A slight excess of concrete shall be kept in front of the cutting edge at all times.

After striking off and consolidating as specified above, the surface shall be made uniform by longitudinal or transverse floating or both. Longitudinal floating will be required except in places where this method is not feasible.

900.5 Curing Concrete

All newly placed concrete shall be cured in accordance with this Specification, unless otherwise directed by the Engineer. The curing method shall be one or more of the following:

1. Water Method

The concrete shall be kept continuously wet by the application of water for a minimum period of 7 days after the concrete has been placed.

The entire surface of the concrete shall be kept damp by applying water with an atomizing nozzle. Cotton mats, rugs, carpets, or earth or sand blankets may be used to retain the moisture. At the expiration of the curing period the concrete surface shall be cleared of the curing medium.

2. Curing Compound

Surfaces exposed to the air may be cured by the application of an impervious membrane if approved by the Engineer.

The membrane forming compound used shall be practically colorless liquid. The use of any membrane-forming compound that will alter the natural color of the concrete or impart a slippery surface to any wearing surface shall be prohibited. The compound shall be applied with a pressure spray in such a manner as to cover the entire concrete surface with a uniform film and shall be of such character that it will harden within 30 minutes after application. The amount of compound applied shall be ample to seal the surface of the concrete thoroughly. Power-operated spraying equipment shall be equipped with an operational pressure gauge and means of controlling the pressure.

The curing compound shall be applied to the concrete following the surface finishing operation immediately after the moisture sheen begins to disappear from the surface, but before any drying shrinkage or craze cracks begin to appear. In the event of any delay, in the application of the curing compound, which results in any drying or cracking of the surface, application of water with an atomizing nozzle as specified under "Water Method", shall be started immediately and shall be continued until the application of the compound is resumed or started, however, the compound shall not be applied over any resulting free standing water. Should the film of compound be damaged from any cause before the expiration of 7 days after the concrete is placed in the case of structures, the damaged portion shall be repaired immediately with additional compound.

Curing compound shall not be diluted or altered in any manner after manufacture. At the time of use, the compound shall be in a thoroughly mixed

condition. If the compound has not been used within 120 days after the date of manufacture, the Engineer may require additional testing before the use to determine compliance to requirements.

An anti-setting agent or a combination of anti-setting agents shall be incorporated in the curing compound to prevent caking.

The curing compound shall be packaged in clean barrels or steel containers or shall be supplied from a suitable storage tank located on the Site. Storage tank shall have a permanent system designed to completely redisperse any settled material without introducing air or any other foreign substance. Containers shall be well-sealed with ring seals and lug type crimp lids. The linings of the containers shall be of a character that will resist the solvent of the curing compound. Each container shall be labeled with a manufacturer's name, specification number, batch number, capacity and date of manufacture, and shall have label warning concerning flammability. The label shall also warn that the curing compound shall be well-stirred before use. When the curing compound is shipped in tanks or tank trunks, a shipping invoice shall accompany each load. The invoice shall contain the same information as that required herein for container labels.

Curing compound may be sampled by the Engineer at the source of supply and on the Site.

3. Waterproof Membrane Method

The exposed finished surfaces of concrete shall be sprayed with water, using a nozzle that so atomizes the flow that a mist and not a spray is formed until the concrete has set, after which a curing membrane of waterproof paper or plastic sheeting shall be placed. The curing membrane shall remain in place for a period of not less than 72 hours.

Waterproof paper and plastic sheeting shall conform to the specification of AASHTO M 171.

The waterproof paper or plastic sheeting shall be formed into sheets of such width as to cover completely the entire concrete surface.

All joints in the sheets shall be securely cemented together in such a manner as to provide a waterproof joint. The joint seams shall have a minimum lap of 100 mm.

The sheets shall be securely weighed down by placing a bank of earth on the edges of the sheets or by other means satisfactory to the Engineer.

Should any portion of the sheets be broken or damaged within 72 hours after being placed, the broken or damaged portions shall be immediately repaired with new sheets properly cemented into place.

Sections of membrane which have lost their waterproof qualities or have been damaged to such an extent as to render them unfit for curing, the concrete shall not be used.

4. Forms-in-Place Method

Formed surfaces of concrete may be cured by retaining the form-in-place. The forms shall remain in place for a minimum period of 7 days after the concrete has

been placed, except that for members over 50 cm in least dimensions, the forms shall remain in place for a minimum period of 5 days. Wooden forms shall be kept wet by watering during the curing period.

5. Curing Cast-In-Situ Concrete

All newly placed concrete for cast-in-situ structures, other than highway bridge deck, shall be cured by the water method, the forms-in-place method, or as permitted herein, by the curing compound method, all in accordance with the requirements of Subsection, 407.3.8 Curing Concrete.

The curing compound method may be used on concrete surfaces which are to be buried under ground and surfaces where only Ordinary Surface Finish is to be applied and on which a uniform color is not required and which will not be visible from public view.

The top surface of highway bridge decks shall be cured by either the curing compound method or the water method. The curing compound shall be applied progressively during the deck finishing operations. The water cure shall be applied not later than 4 hours after completion of the deck finishing.

When deemed necessary by the Engineer during periods of hot weather, water shall be applied to concrete surface being cured by the curing compound method or by the forms-in-place method until the Engineer determine that a cooling effect is no longer required.

900.6 Acceptance of Concrete

The strength of concrete shall be deemed acceptable if the average of three (3) consecutive strength test results is equal to or exceed the specified strength and no individual test result falls below the specified strength by more than 15%.

Concrete deemed to be not acceptable using the above criteria may be rejected unless Contractor can provide evidence, by means of core tests, that the quality of concrete represented by the failed test result is acceptable in place. Three (3) cores shall be obtained from the affected area, cured and tested in accordance with AASHTO T24. Concrete in the area represented by the cores will be deemed acceptable if the average of cores is equal to or at least 85% and no sample core is less than 75% of the specified strength otherwise it shall be rejected.

900.7 Method of Measurement

The quantity of concrete to be paid shall be the quantity shown in the Bill of Quantities schedule, unless changes in design are made in which case the quantity shown in the Bill of Quantities will be adjusted by the amount of the change for the purpose of payment. No deduction will be made for the volume occupied by the pipe less than 101 mm. (4") in diameter nor for reinforcing steel, anchors, weepholes or expansion materials.

900.8 Basis of Payment

The accepted quantities measured as prescribed in Sub-Section 900.7 shall be paid for at the appropriate contract unit price for the pay item listed below as shown in the Bill of Quantities, which price and payment shall be full compensation for furnishing all materials, including metal water stops, joints, joint fillers, weepholes, and rock backing and timber bumpers; for all form and false work; for mixing, placing, furnishing, and curing the

concrete; and for all labor, materials, equipment, tools and incidentals to complete the item, except that reinforcing steel shall be paid for at the contract unit price per kilogram for reinforcing steel metal pipes and drains, metal conduits and ducts, and metal expansion angles shall be paid for as structural steel that when the proposal does not include an item for Structural Steel these miscellaneous metal parts shall be paid for as reinforcing steel.

| Pay Item Number | Description | Unit of Measurement |
|-----------------|---------------------|---------------------|
| 900 | Reinforced Concrete | Cubic Meter |

ITEM 901 MASONRY WORKS

901.1 Description

The work includes all labor, materials, tools and equipment necessary to install concrete masonry and all appurtenant work in connection with the work as shown on the Drawings and Specifications.

901.2 Materials Requirements

Concrete masonry unit work of the type indicated shall be provided and shall be properly coordinated with the work of their trades. The source of supply of materials, which will affect the appearance of the finished work, shall be changed after the work has started.

901.2.1 Concrete Hollow Blocks

Concrete hollow blocks shall be standard machine fabricated and shall have fine and even texture and well-defined edges. CHB shall conform to the requirements of ASTM Specifications C 90, grade with minimum compressive strength of 2.45 MPa (350 psi) (average of 5 specimens). Samples shall be tested and submitted to the Engineer. Dimensions and tolerances shall be as individually specified on the Plans.

901.2.2 Mortar and Grout

Unless otherwise indicated on the Plans, masonry mortar shall be composed of one (1) part Portland cement, and two (2) parts fine aggregate by volume to which hydrated lime has been added in an amount equal to ten (10) mass percent of the cement. For masonry walls not exceeding 1,8 m (1.6) in height, a mortar composed of one (1) part masonry cement and two (2) parts fine aggregate by volume maybe substituted for the above mixture of Portland cement, lime and fine aggregate. Grout shall be of the same materials and proportion as mortar to which additional water shall be added to produce a consistency for pouring without segregation.

Masonry cement shall conform to the requirements of AASHTO M 150 – 74 (ASTM C 91). Fine aggregate shall conform to the requirements of AASHTO M 45 (ASTM C 144). Water shall conform to the requirements of Item 714, Water.

901.2.3 CHB Wall Reinforcement

1. Vertical and Horizontal Reinforcement

Unless otherwise specified, the vertical and horizontal reinforcements for CHB shall be 10mm diameter at 400 for all wall thicknesses. Lap splices shall be 300 mm long (minimum).

2. Lintel Beams

- Unless noted otherwise, lintel beams to be used shall have a depth of 0.20 m and the thickness of CHB wall, reinforced by 4 – 10 mm diameter with 10 mm diameter at 200 ties.
- Lintel beams shall be provided on top of CHB wall openings. It shall extend at least 0.30 m beyond each opening.
- Stiffener beams (detail similar to lintel beam) shall be provided on top CHB partition walls not anchored to regular reinforced concrete beams/girders. Stiffener beams shall be provided for walls exceeding 3 meters in height.

3. Dowels

Where CHB walls adjoin R.C. columns and beams provide dowels on R.C. column and beams prior to pouring to match CHB wall reinforcement size and spacing. Dowels shall be 600 mm long unless noted otherwise.

4. Movement Gaps

- Where the top of CHB wall adjoins a beam provide 50 mm gap to be filled with a soft material like styrophor.
- Where the sides of a CHB wall adjoin a column provide 50 mm gap to be filled with soft material like styropor. Rebars shall be retained for stability.

5. Anchors

Where columns and beams poured without the CHB wall dowels, provide 16 mm diameter expansion bolts to match CHB reinforcement spacing. These anchors shall be drilled and hammered in place. No chipping off of concrete columns and beams is allowed unless otherwise permitted by the Engineer.

901.3 Construction Requirements

901.3.1 Laying Concrete Masonry Units

901.3.1.1 Workmanship

Units shall be set plumb and true to line with level horizontal joints. Hollow units shall be laid with full mortar coverage on horizontal and vertical face shells, and at least 50 percent of the cells shall be filled with grout, the cells containing vertical reinforcements to be among those to be filled up. All cells of CHB walls from footing up to at least the ground floor level shall be filled up. Solid units shall be laid with full head and bed joints. Joints shall be uniform and approximately 10 mm wide unless otherwise indicated.

Unless otherwise shown on the drawings, joints of exterior concrete masonry units that will be exposed and painted shall be cut flush and tooled finished with a 6.5 mm depth "V" joint for horizontal joints. Vertical joints between the horizontal joints shall be tooled flush. Joints of interior concrete masonry units shall be cut flush, and the blocks shall be given a cement plaster finish except as otherwise shown on the Drawings. The minimum of cement plaster shall be 10 mm.

901.3.1.2 Setting Embedded Items

All anchor bolts and miscellaneous metalwork embedded in masonry shall be set in accordance with setting plans or instructions furnished by trades supplying the metalwork. Care shall be exercised to insure that all anchors are completely surrounded by grout.

901.3.1.3 Masonry Lintels

The Contractor shall provide properly shored supports for construction of masonry lintels for opening in walls. Shoring shall not be removed for at least seven days after lintels are placed.

901.3.1.4 Placing Reinforcing Bars and Grouting

All reinforcing steel, except dowels in concrete, shall be accurately set in strict accordance with the Drawings and the notes thereon. Vertical steel shall be secured firmly in place by means of frames or other suitable devices. Horizontal steel may be placed as the work progresses. In any core containing reinforcement, the distance between any masonry and the reinforcement shall be at least 12.7 mm (1/2 in) at all points. The masonry contractor shall furnish all tiles, spacers and supports required to hold steel in position during grouting. Cores shall be grouted in lifts not exceeding 1.22 m (4 ft) in height. Grout shall be thoroughly rodded. Splices in reinforcing bars shall be lapped at a distance sufficient to develop the stress in the bar, but not less than 40 bar diameters.

Concrete hollow blocks shall be laid with all cells completely grouted from the wall footing up to the ground level. The rest of the concrete hollow blocks above ground shall have at least 50 percent of the cells grouted, including those containing the vertical reinforcements.

901.3.1.5 Protection and Cleaning

Corners shall be protected from damage, with substantial board covers. Mortar or grout stains on masonry work shall be removed immediately. Any masonry work showing stains from mortar or concrete, or grout at completion of work, shall be replaced or the entire masonry surface sandblasted to provide uniform approved appearance. In cleaning the block, only stiff fiber brushes and wooden scrapers shall be used. Metal implements or acids shall not be used for cleaning blocks. All imperfect joining, nail holes, chipped edges of corners, and similar defects shall be corrected or replaced as directed.

901.4 Method of Measurement

All masonry works shall be measured in square meters installed complete with plastering, mortar and grout and installing reinforcing bars as shown on the drawing and prescribed in the specification.

901.5 Basis for Payments

The accepted quantities measured as prescribed in Sub-Section 901.4 shall be paid for at the appropriate contract unit price for the pay item listed below as shown in the Bill of Quantities, which price and payment shall be full compensation for furnishing all materials, including all form and false work; for mixing, placing, furnishing, and curing the concrete; and for all labor, materials, equipment, tools and incidentals to complete the item.

Payment shall be made under:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|---|--------------------------------|
| 901 (2) | 100 mm thick CHB Walls with Cement plaster finish | square meter (m ²) |

ITEM 1002 - PLUMBING

1002.1 Description

This item shall consist of furnishing all materials, tools, equipment and fixtures required as shown on the Plans for the satisfactory performance of the entire plumbing system including installation in accordance with the edition of the National Plumbing Code, and this Specification.

1002.2 Material Requirements

All piping materials, fixtures and appliances fitting accessories whether specifically mentioned or not but necessary to complete this item shall be furnished and installed.

1002.2.2 Water Supply Pipes and Fittings

- a. Pipes shall be galvanized iron pipe schedule 40 conforming to specification requirements defined in ASTM A-120 with threaded connection. Under roads where necessary shall be suitably protected as shown on the Plans.

Fittings shall be malleable iron Type II, galvanized iron conforming to specification requirements defined in ASTM A338.

- b. Valves

Valves for water supply shall be bronze body with threaded ends rated 21.0 kg/cm. square. All valves shall be gate valves unless otherwise specified. Gate valves shall have solid wedge body and disc conforming to specification requirements defined in ASTM B-62. Globe valves shall have plug type discs with ferrule threaded ends and bronze body.

- c. Unions

Unions on ferrous pipe 50mm in diameter and smaller shall be malleable iron.

1002.2.3 Approved Alternate Pipes and Fittings

Pipes and fittings for sanitary and potable water lines as approved alternate shall be Unplasticized Polyvinyl Chloride Pipes and Fittings (uPVC).

Pipes and fittings shall be made of virgin materials conforming to specification requirements define in ASTM D-2241 and PNS 65: 1986. Fitting shall be molded type and designed for solvent cement joint connection for water lines and rubber O-ring seal joint for sanitary lines.

1002.2.4 Special Plumbing Fixtures

a. Chlorinator (Specifications)

This little workhorse sets the standard for simple; efficient design and dependable service. Moving parts are kept to a minimum; helping to keep the unit practically maintenance-free. C-600P Injectors have a front mount head and; an easy to adjust; side mounted; diaphragm stroke adjustment (output rate control). The C-600P features Blue-White's Exclusive Heavy Duty Cartridge Valve Pump Head that resists both clogging and airlocks. The C-600P may be ordered with an optional solid state output controller mounted directly to the pump housing. When you need to get the job done efficient and; economically; choose the CHEM-FEED C-600P.

C-600P Specifications:

| | |
|-----------------------------------|--|
| Max. Working Pressure | 125 psig (8.6 bar) |
| Max. Fluid Temperature | 130°F (54°C) |
| Ambient Temp Range | 14° to 110°F (-10° to 43°C) |
| Max. Viscosity | 1000 Centipoise |
| Max. Suction Lift | 10 ft. water |
| Output accuracy | -/+ 10 % of max. (water 0 psi, 5' suction lift) |
| Turndown Ration | 27:1 Standard models |
| Amperage Draw | 115V/60Hz ...starting .74 / running .45 230V/60Hz ...starting .36 / running .21 24V/60Hz ...starting 3.4 / running 2.0 220V/50Hz ...starting .31 / running .19 12VDC 3.0 amp max |
| Dimensions | 6-1/2" H x 6-5/8" W x 5-3/8"D |
| Approx. shipping weight | 8 lb. (3.6kg) |

1002.3 Construction Requirements

The Contractor before any installation work is started shall carefully examine the Plans and shall investigate actual structural and finishing work condition affecting all his work. Where actual condition necessitates a rearrangement of the approved pipe layout, the Contractor shall prepare Plan(s) of the proposed pipe layout for approval by the Engineer.

1002.3.7 Inspection, Warranty Test and Disinfection

All pipes, fittings, traps, fixtures, appurtenances and equipment of the plumbing and drainage system shall be inspected and approved by the Engineer to insure compliance with all requirements of all Codes and Regulations referred to in this Specification.

1002.3.7.2 Water Test on System

- a. Upon completion of roughing-in and before connecting fixtures the entire cold water piping system shall be tested at a hydrostatic pressure 1 ½ times the expected working pressure in the system during the operation and remained tight and leak-proofed.
- b. Where piping system is to be concealed the piping system shall be separately in manner similar to that described for the entire system and in the presence of the Engineer or his duly designated representative.

1002.3.7.3 Defective Work

- a. All defected materials replaced and tested will be repeated until satisfactory performance is attained.
- b. Any material replaced for the satisfactory performance of the system made shall be at the expense of the Contractor.
- c. Caulking of screwed joints or holes will not be permitted.

1002.3.7.4 Disinfection

- a. The entire water distribution system shall be thoroughly flushed and treated with chlorine before it is operated for public use.
- b. Disinfection materials shall be liquid chlorine or hypochlerite and shall be introduced in a manner approved as practiced or approved by the Engineer into the water distribution system.
- c. After a contact period of not less than sixteen hours, the heavenly chlorinated water shall be flushed from the system with potable water.
- d. Valves for the water distribution system shall be opened and closed several times during the 16 hours chlorination treatment is done.

1002.3.8 As-Built Drawings

Upon completion of the work, the Contractor shall submit two sets of prints with all as-built changes shown on the drawings in a neat workmanship manner. Such prints shall show changes or actual installation and conditions of the plumbing system in comparison with the original drawings.

1002.4 Method of Measurement

The work done under this item shall be quantified per length and/or number of units as provided in the Bill of Quantities, tested and accepted to the satisfaction of the Engineer.

1002.5 Basis of Payment

The quantified items, installed in place shall be the basis for payment, based from the unit bid price for which prices and payments shall constitute full compensation including labor, materials and incidentals necessary to complete this item.

Payment shall be made:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|------------------------------------|---------------------|
| 1002 (b) | Galvanized Iron Pipes and Fittings | Pieces |

ITEM 1013 – CORRUGATED METAL ROOFING

1013.1 Description

This Item shall consist of furnishing all plant equipment, tools, materials and labor required to properly perform and complete the corrugated metal roofing, together with related accessories such as ridge/hip rolls, valleys, gutters and flashing, when called for on Plans all in conformity with his Specifications.

1013.2 Material Requirements

1013.2.1 Corrugated and Plain Galvanized Iron Sheets

Corrugated galvanized iron (G.I.) sheets, including plain G.I. sheets for roofing accessories, shall be cold-rolled meeting ASTM A 153 and with spelter coating of zinc of not less than 0.381 kg/m² (1.25 ounces/square foot), conforming to ASTM A 525 OR pns 67:1985. Unless otherwise specified or shown on Plans roofing sheets shall be gauge 26 (0.48 mm thick) and provided in long span sizes to minimize end laps. Sheets shall weigh not less than 3.74 kg/m² and shall be marked or stamped showing the gauge, size, amount of zinc coating, brand and name of manufacturer. Test specimens shall stand being bent through 180° flat on itself without fracture of the base metal and without flaking of the zinc coating.

1013.2.2 Strap Fasteners

Strap fasteners shall be gauge 26 G.I. 25 mm wide and sufficiently long to bend around up to the opposite face of purlin, with corners chipped off at the riveting ends.

1013.2.3 Rivets, Washers and Burrs

Rivets and washers shall be galvanized mild iron. Rivets shall not be less than 5 mm in diameter and 10 mm in length. Washers shall not be less than 1.5 mm thick and 20 mm in outside diameter. Washer's inside diameter shall provide snug fit to the rivet.

1013.2.4 Soldering Lead

Soldering lead shall have a composition of 50 percent tin and 50 percent lead, conforming to ASTM B 32.

Rivets and burrs for lap joints of gutters, downspouts and flashing shall be copper not less than 3.175 mm in diameter (No. 8).

1013.2.5 Fabricated Metal Roofing Accessories

Ridge/hip rolls, valleys, flashing and counter flashings, gutters and downspouts, whenever required, shall be fabricated from plain G.I. sheets. Ridge/hip rolls, flashings and counter flashings shall be gauge 26. Valleys, gutters and downspouts shall be gauge 24 unless otherwise specified on Plans. Wire basket strainers shall be galvanized, gauge 24.

Roof ventilators, whenever required shall be fabricated from gauge 26 plain G.I. sheets and constructed to the dimensions and details shown on Plans.

1013.3 Construction Requirements

1013.3.1 Preparatory Work

Preparatory Work to the installation of the corrugated G.I. roofing, purlins should have been placed and spaced properly to fit the length of roofing sheets to be used such that the centerline of the purlins at end laps are 150 mm from the bottom line of end laps and intermediate purlins are placed equidistantly. Top of purlins should be at the same plane.

1013.3.2 Installation of Corrugated G.I. Sheets

Installation of corrugated G.I. sheets with end laps shall start at the lower part of the roof and proceed towards the direction of monsoon wind with side laps of two-and-a-half (2-1/2) corrugations. End laps shall be 250 mm minimum. Each sheet shall be fastened temporarily by 1.83 mm diameter by 25 mm long galvanized flat head nails at valleys of corrugations covered by side or end laps.

Succeeding upper rows of corrugated G.I. sheets shall be installed in the same manner until the entire roof area is covered.

Valleys, ridge/hip rolls and flashings when required, shall be installed before fastening the roofing sheets with galvanized straps and rivets. One strap shall be riveted at each alternate corrugation at the gutter line, the ridge line and at end laps and the straps bent around and nailed to the purlins. Riveting at intermediate purlins between end laps shall be done at every fourth corrugation. Rivet shall be provided with a galvanized mild iron washer below and one lead and one galvanized iron washer above the sheet. Rivet shall be sufficiently long to permit forming a hemispherical head. Riveting shall be done such that the lead washer shall be compressed to provide a watertight fit around the rivet.

1013.3.3 Installation of Roofing Accessories

a) Ridge and Hip Rolls

Ridge and hip rolls shall lap at least 250 mm over roofing sheets and, together, shall be riveted at every second corrugation.

b) Valleys

Valleys shall lap at least 450 mm each way under the roofing sheets and shall be secured

to the framework with galvanized nails, such nails placed below the roofing sheets. Rivets along side of the valley shall be at every second corrugation.

c) Flashing

Flashing, of gauge 26 plain G.I. sheets, unless otherwise specified, shall be installed along intersections of roofs with concrete or masonry walls in accordance with details shown on Plans. Flashing running parallel to sheet corrugation shall lap at least two

corrugations with edge turned down. Flashing across sheet corrugation or at an angle thereto, shall lap at least 250 mm and the edge of flashing turned down at each corrugation. The vertical portion of flashing adjoining wall shall be at least 200 mm wide and provided with counter flashing.

d) Counter Flashing

Counter flashing sheets of gauge 24 plain GI shall be built into preformed wedge-shape groove of concrete or masonry wall. The edge to be built into wall groove shall have a 25 mm strip bent 45 degrees and shall be sealed in the groove with cement mortar or caulking compound.

e) Reglets

Reglets when required per plans in connection with counter flashing shall be fabricated products approved by the Engineer, complete with fittings. Reglets shall be located not less than 200 mm or more than 40 mm above roofing. Reglet plugs shall be spaced not more than 300 mm on centers. Open-type reglets shall be filled with fiber board or other suitable separator to prevent crushing of the slot during installation. The counter flashing shall be inserted into the full depth of reglet and the reglet lightly punched- every 300mm to crimp the reglet and the counter flashing together.

f) Gutters

Gutters, from gauge 24 plain G.I. sheets, shall be fabricated to the shape and dimensions indicated on the Plans. The rear side of the gutter shall have a 12.5 mm strip bent 30 degrees and shall be not less than 12.5 mm higher than the opposite side. Gutter joints shall be flat seam folded in the direction of flow and soldered evenly. Otherwise, gutter joints shall be lapped at least 25 mm, fastened together with 3.175 mm diameter (No.8) copper rivets and burrs, and sealed by soldering along both exposed edges of lap.

Gutter shall be attached to fascia board or roof nailer with galvanized nails or screws spaced at not more than 900 mm on centers and at a point slightly higher than leading edge of gutter. As additional support, gutter shall have plain G.I. strap hangers 25 mm wide fastened to roof nailers by screw shank-type nails and riveted to the gutter'; leading edge. Strap hangers shall be spaced at not more than 900 mm on centers. When shown on Plans that gutter is not fixed to fascia board or purlin, gutter shall be supported by wrought iron (W.I.) hangers not less than 4.75 mm thick and 19 mm wide spaced at not more than 900 mm on centers. W.I. hanger shall be fabricated to fit configuration of the gutter and attached to fascia board or purlin with two (2) No.8 flat head wood screws.

Gutter shall be installed with a pitch of 1 in 100 slope to downspout.

g) Downspouts

1) Downspouts

Unless specified otherwise, downspouts shall be plain G.I., thickness fabricated to the dimensions shown on the Plans and installed at indicated locations. Downspout shall be secured to the wall with G.I. straps 25 mm wide, spaced at more than 1000 mm and anchored with concrete nails. Inlets of downspouts shall be fitted with gauge 14 wire basket strainers.

2) Unplasticized Polyvinyl Chloride Downspouts

When shown on Plans that downspouts are other than G.I. sheets, downspouts shall be unplasticized polyvinyl chloride (UPVC) pipes and fittings with dimensions indicated and conforming with ASTM D 3033 and D 3034. Joints shall be made with either solvent cement or rubber "O-rings" depending on the design of fitting for the joints. Rubber "O-rings" shall be neoprene type, heat and oil resistant, complying with ASTM F-477. Downspout shall be secured to adjoining wall with plain G.I. straps 25 mm wide and spaced at not more than 1000 mm.

g) Roof Ventilators

Roof ventilators, whenever shown on Plans shall be firmly secured to the roofing or roof structure by means of rivets, Roof ventilators installed on the roof at places other than the ridge shall be provided with adequate flashing around intersection with roofing to ensure watertight joints.

1013.3.4 Joints of G.I. Roofing Accessories

a) Soldered Joints

Joints made by lapping coupled with riveting shall be rendered watertight by soldering. All edges of uncoated sheet metal to be soldered shall be pretinned before soldering. Soldering shall be done slowly with well heated iron in order to thoroughly heat the seam and sweat the solder completely through the full length of the seam. Upon completion of soldering, acid shall be neutralized by washing thoroughly with water.

b) Non-soldered Joints

Non-soldered joints of G.I. gutters, downspouts and flashings shall be done by flat lock seams. Two adjoining edges of lock seam shall be bent 90°. One bent strip shall be at least 15 mm wide and the connecting piece shall have a bent strip twice in width which shall be bent down over the upturned narrower strip and pressed together. Once properly interlocked, the joint shall be flattened such that the edge of the wider strip be concealed.

1013.3.5 Roof Installation on Metal Purlins

Installation on metal purlins shall follow the same procedure as that on wood purlins, except that fastening shall be done with thread-cutting, zinc-coated steel screws, No. 12 by 50 mm. having hexagonal heads and provided with neoprene washers. Screw holes shall be drilled using 5 mm (13/64") diameter bit.

1013.3.6 Water Leak Test

The completed roofing shall be tested for water tightness at side and end laps at joints of roofing sheets with ridge/hips rolls, valleys and flashings by means of water spray system. The water-spray system shall have nozzle which will deliver water pressure of 2 kg/cm² directly to the joint being tested in such manner and for a duration directed by the Engineer.

All defective works as determined by this test shall be remedied by the contractor at his expense and the test shall be repeated until the work is found satisfactory.

1013.4 Method of Measurement

Roofing sheets shall be measured and paid for on an area basis in square meters or part thereof, such roofing sheets including all laps, fasteners and rivets as installed complete and accepted.

Ridge/hip rolls, flashings, valleys, gutters and down-spouts shall be measured in linear metre of completed and accepted work such measurement shall include necessary straps and fixings required for complete installation.

Roof ventilators shall be measured and paid for per unit completely installed and accepted.

The different pay Items under roofing work shall be designated the following number, description and unit of measure:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|------------------------------|---------------------|
| 1013.2.1 | Corrugated roofing, gauge 26 | m ² |

1013.5 Basis of Payment

Payment for completely installed and accepted roofing sheets and required fabricated metal roofing accessories shall be based on actual measurement and the corresponding contract unit price thereof. Payment based on contract unit price shall constitute full compensation.

ITEM 1032 - PAINTING, VARNISHING AND OTHER RELATED WORKS

1032.1 Description

This Item shall consist of furnishing all paint materials, varnish and other related products, labor, tools, equipment and plant required in undertaking the proper application of painting, varnishing and related works indicated on the Plans and in accordance with this Specification.

1032.2 Material Requirements

1032.2.1 Paint Materials

All types of paint material, varnish and other related product shall be subject to random test as to material composition by the Bureau of Research and Standard, DPWH or

the National Institute of Science and Technology. (Use the following approved and tested brand name: Boysen, Davies, Dutch Boy, Fuller 0 Brien, or any approved equal).

1032.2.2 Tinting Colors

Tinting colors shall be first grade quality, pigment ground in alkyd resin that disperses and mixes easily with paint to produced the color desired. Use the same brand of paint and tinting color to effect good paint body.

1032.2.3 Concrete Neutralizer

Concrete neutralizer shall be first grade quality concentrate diluted with clean water and applied as surface conditioner of new interior and exterior walls thus improving paint adhesion and durability.

1032.2.4 Silicon Water Repellant

Silicon water repellant shall be transparent water shield especially formulated to repel rain and moisture on exterior masonry surfaces.

1032.2.5 Patching Compound

Patching compound shall be fine powder type material like calciumine that can be mixed into putty consistency, with oil base primers and paints to fill minor surface dents and imperfections.

1032.2.6 Varnish

Varnish shall be a homogeneous solution of resin, drying oil, drier and solvent. It shall be extremely durable clear coating, highly resistant to wear and tear without cracking, peeling, whitening, spotting, etc. with minimum loss of gloss for a maximum period of time.

1032.2.7 Lacquer

Lacquer shall be any type of organic coating that dries rapidly and solely by evaporation of the solvent. Typical solvent are acetates, alcohols and ketones. Although lacquers were generally based on nitrocellulose, manufacturers currently use, vinyl resins, plasticizers and reacted drying oils to improve adhesion and elasticity.

1032.2.8 Shellac

Shellac shall be a solution of refined lac resin in denatured alcohol. It dries by evaporation of the alcohol. The resin is generally furnished in orange and bleached grades.

1032.2.9 Sanding Sealer

Sanding sealer shall be quick drying lacquer, formulated to provide quick dry, good holdout of succeeding coats, and containing sanding agents such as zinc stearate to allow dry sanding of sealer.

1032.2.10 Glazing Putty

Glazing putty shall be alkyd-type product for filling minor surface unevenness.

1032.2.11 Natural Wood Paste Filler

Wood paste filler shall be quality filler for filling and sealing open grain of interior wood. It shall produce a level finish for following coats of paint varnish/lacquer and other related products.

1032.2.12 Schedule

Exterior

- a) Plain cement plastered finish to be painted -3 coats Acrylic base masonry paint
- b) Concrete exposed aggregate and/or tool finish -1 coat water repellent
- c) Ferrous metal -1 coat primer and 2 coats enamel paint
- d) Galvanized metal -1 coat zinc chromate primer and
2 coats portland cement paint
- e) Wood painted finish -3 coats oil based paint
- f) Wood varnished finish - varnish water repellent

Interior

- a) Plain cement plastered finish to be painted - 2 coats acrylic base masonry paint
- b) Concrete exposed aggregate and/or tool finish - clean surface
- c) Ferrous metal -1 coat primer and 2 coats enamel paint
- d) Woodwork sea-mist lacquer -3 coats of 3 parts thinner 1 part
sanding sealer to 1/3 solvent
- e) Woodwork varnish - 1st coat, of one part sanding sealer to one part solvent 2nd coat of 2/3
sanding sealer to 1/3 solvent
- f) Woodwork painted - 3 coats of oil base paint finish
- g) Ceiling boards textured finish -1 coat oil based paint allow to
dry
then patch surfaces unevenness and apply

textured paint coat

1032.3 Construction Requirements

The Contractor prior to commencement of the painting, varnishing and related work shall examine the surfaces to be applied in order not to jeopardize the quality and appearances of the painting varnishing and related works.

1032.3.1 Surface Preparation

All surfaces shall be in proper condition to receive the finish. Woodworks shall be hand-sanded smooth and dusted clean. All knotholes pitch pockets or sappy portions shall be sealed with natural wood filler. Nail holes, cracks or defects shall be carefully puttied after the first coat, matching the color of paint.

Interior woodworks shall be sandpapered between coats. Cracks, holes of imperfections in plaster shall be filled with patching compound and smoothed off to match adjoining surfaces.

Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound.

After all defects are corrected apply the finish coats as specified on the Plans (color scheme approved).

Metal shall be clean, dry and free from mill scale and rust. Remove all grease and oil from surfaces. Wash unprimed galvanized metal with etching solution and allow it to dry. Where required to prime coat surface with Red Lead Primer same shall be approved by the Engineer.

In addition the Contractor shall undertake the following:

1. Voids, cracks, nick etc. will be repaired with proper patching material and finished flushed with surrounding surfaces.
2. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer.
3. Painting and varnishing works shall not be commenced when it is too hot or cold.
4. Allow appropriate ventilation during application and drying period.
5. All hardware will be fitted and removed or protected prior to painting and varnishing works.

1032.3.2 Application

Paints when applied by brush shall become non-fluid, thick enough to lay down as adequate film of wet paint. Brush marks shall flaw out after application of paint.

Paints made for application by roller must be similar to brushing paint. It must be nonstick when thinned to spraying viscosity so that it will break up easily into droplets.

Paint is atomized by high pressure pumping rather than broken up by the large volume of air mixed with it. These procedures change the required properties of the paint.

1032.3.3 Mixing and Thinning

At the time of application paint shall show no sign of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacture shall not be mixed together. When thinning is necessary, this may be done immediately prior to application in accordance with the manufacturer's directions, but not in excess of 1 pint of suitable thinner per gallon of the paint.

1032.3.4 Storage

All material to be used under this Item shall be stored in a single place to be designated by the Engineer and such place shall be kept neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.

1032.3.5 Cleaning

All cloths and cotton waste which constitute fire hazards shall be placed in metal containers or destroyed at the end of daily works. Upon completion of the work, all staging, scaffolding and paint containers shall be removed. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the Engineer.

1032.3.6 Workmanship in General

- a) All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks.
- b) All coats shall be thoroughly dry before the succeeding coat is applied.
- c) Where surfaces are not fully covered or cannot be satisfactorily finished in the number of coats specified such preparatory coats and subsequent coats as may be required shall be applied to attain the desired evenness of surface without extra cost to the owner.
- d) Where surface is not in proper condition to receive the coat the Engineer shall be notified immediately. Work on the questioned portion(s) shall not start until clearance be proceed is ordered by , the Engineer.
- e) Hardware, lighting fixture and other similar items shall be removed or 'protected during the painting varnishing and related work operations and re-installed after completion of the work.

1032.3.7 Procedure for Sea-Mist Finish

- a) Depress wood grain by steel brush and sand surface lightly.

- b) Apply sanding sealer.
- c) Apply two coats of industrial lacquer paint.
- d) Spray last coat of industrial lacquer paint mixed with sanding sealer.
- e) Apply wood paste filler thinned with turpentine or paint thinner into the wood surface.
- f) Wipe off wood paste filler immediately.
- g) Spray flat or gloss lacquer whichever is specified.

1032.3.8 Procedure for Varnish Finish

- a) Sand surface thoroughly.
- b) Putty all cracks and other wood imperfections with wood paste filler.
- c) Apply oil stain.
- d) Apply lacquer sanding sealer.
- e) Sand surface along the grain.
- f) Spray three (3) coats of clear dead flat lacquer.
- g) Polish surface coated using cloth pad.
- h) Spray gloss lacquer or flat lacquer whichever is desired or specified.

1032.3.9 Procedure for Ducco Finish

- a) Sand surface thoroughly.
- b) Apply primer surface white or gray by brush or spray.
- c) Apply lacquer spot putty in thin coat. Allow each coat for become thoroughly dry before applying next coat.
- d) Apply primer surfaces and then allow drying in two (2) hours before applying the next coat.
- e) Apply a coat of flat tone semi-gloss enamel as per color scheme submitted and approved by the Engineer.

1032.4 Method of Measurement

The areas of concrete, wood and metal surfaces applied with varnish, paint and other related coating materials shall be measured in square meters as desired and accepted to the satisfaction of the Engineer.

1032.5 Basis of Payment

The accepted work shall be paid at the unit bid price, which price and payment constitute full compensation for furnishing all materials, labor, equipment, tools and other incidental necessary to complete this Item.

Payment will made under:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|----------------|---------------------|
| 1032 (a) | Painting works | m ² |

ITEM 1101 - WIRES AND WIRING DEVICES

1101.1 Description

This Item shall consist of the furnishing and installation of all wires and wiring devices consisting of electric wires and cables, wall switches, convenience receptacles, heavy duty receptables and other devices shown on the approved Plans but not mentioned in these specifications.

1101.2 Material Requirements

Wires and cables shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the PSA mark. Unless specified or indicated otherwise, all power and lighting conductors shall be insulated for 600 volts.

All wires shall be copper, soft drawn and annealed, smooth and of cylindrical form and shall be centrally located inside the insulation.

All wiring devices shall be standard products of reputable electrical manufacturers. Wall switches shall be rated at least 1 OA, 250 volts and shall be spring operated, flush, tumbler type. Duplex convenience receptacles shall be rated at least 15A, 250 volts, flush, parallel slots.

Single heavy duty receptacles shall be rated at least 20A, 250 volts. 3wire, flush, polarized type.

1101.3 Construction Requirements

Conductors or wires shall not be drawn in conduits until after the cement piaster is dry and the conduits are thoroughly cleaned and free from dirt and moisture. In drawing wires into conduits, sufficient slack shall be allowed to permit easy connections for fixtures, switches, receptacles and other wiring devices without the use of additional splices.

All conductors of convenience outlets and lighting branch circuit home runs shall be wired with a minimum of 3.5 mm in size. Circuit home runs to panel boards shall not be smaller than 3.5 mm but all home runs to panel board more than 30 meters shall not be smaller than 5.5 mm. No conductor shall be less than 2 mm in size.

All wires of 14mm and larger in size shall be connected to panels and apparatus by means of approved type lugs or connectors of the solder less type, sufficiently large enough to enclose all strands of the conductors and securely fastened. They shall not loosen under vibration or normal strain.

All joints, taps and splices on wires larger than 14 mm shall be made of suitable solder less connectors of the approved type and size. They shall be taped with rubber and PVC tapes providing insulation not less than that of the conductors.

No splices or joints shall be permitted in either feeder or branch conductors except within outlet boxes or accessible junction boxes or pull boxes. All joints in branch circuit wiring shall be made mechanically and electrically secured by approved splicing devices and taped with rubber and PVC tapes in a manner which will make their insulation as that of the conductor.

All wall switches and receptacles shall be fitted with standard Bakelite face plate covers. Device plates for flush mounting shall be installed with all four edges in continuous contact with finished wall surfaces without the use of coiled wire or similar devices. Plaster fillings will not be permitted. Plates installed in wet locations shall be gasketed.

When more than one switch or device is indicated in a single location, gang plate shall be used.

1101.4 Method of Measurement

The work under this Item shall be measured either by meters, rolls, pieces, and set, actually placed and installed as shown on the Plans.

1101.5 Basis of Payment

All work performed and measured and as provided for in this Bid of Quantities shall be paid for at the Unit Bid or Contract Unit Price which payment shall constitute full compensation including labor, materials, tools and incidentals necessary to complete this Item.

Payment shall be made under:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|--|---------------------|
| (1A) | Electric Wire No.8, conduits with fittings | meter of rolls |

| | | |
|------|--|----------------|
| (1B) | Electric Wire No.10, conduits with fittings | meter of rolls |
|------|--|----------------|

ITEM 1102 – MOTOR CONTROLLERS

1102.1 Description

This item shall consist of the furnishing and installation of the power load center unit substation or low voltage switchgear and distribution panel boards at the location shown or the approved Plans complete with transformer, circuit breakers, cabinets and all accessories, completely wired and ready for service.

1102.2 Material Requirements

All materials shall be brand new and shall be of the approved type. It shall conform with the requirements of the Philippine Electrical Code and shall bear the Philippine Standard Agency (PSA) mark.

Power Load Center Substation

The Contractor shall furnish and install an indoor – type Power Load Center Unit Substation at the location shown on the approved Plans if required. It shall be totally metal-enclosed, dead front and shall consist of the following coordinated component parts:

High Voltage Primary Section:

High voltage primary incoming line section consisting of the following parts and related accessories:

- a) One (1) Air-filled interrupter Switch, 2-position (open-close) installed in a suitable air-filled metal enclosure and shall have sufficient interrupting capacity to carry the electrical load. It should be provided with key interlock with the cubicle for the power fuses to prevent access to the fuses unless the switch is open.
- b) Three (3)- power fuses mounted in separate compartments within the switch housing and accessible by a hinged door.
- c) One (1) set of high voltage pot-heads or 3-conductor cables or three single conductor cables.
- d) Lightning arresters shall be installed at the high voltage cubicle if required.

Items (a) and (b) above could be substituted with a power circuit breaker with the correct rating and capacity.

Transformer Section:

The transformer section shall consist of a power transformer with ratings and capacities as shown on the Plans. It shall be oil-liquid filled non-flammable type and designed in accordance with the latest applicable standards.

The transformer shall be provided with four (4) approximately 2 ½ % rated KVA taps on the primary winding in most cases one (1) above and three (3) below rated primary voltage and shall be changed by means of externally gang-operated manual tap changer only

when the transformer is de-energized. Tap changing under load is acceptable if transformer has been so designed.

The following accessories shall be provided with the transformer, namely; drain valve, sampling device, filling connection, oil liquid level gauge, ground pad, top filter press connection, lifting lugs, diagrammatic nameplate, relief valve, thermometer and other necessary related accessories.

The high-voltage and low-voltage bushings and transitions flange shall be properly coordinated for field connection to the incoming line section and low-voltage switchboard section, respectively.

Low Voltage Switchboard Section:

The low voltage switchboard shall be standard modular-unitized units, metal built, dead front, safety type construction and shall consist of the following:

a) Switchboard Housing

The housing shall be heavy gauge steel sheet, dead front type gray enamel finish complete with frame supports, steel bracings, steel sheet panel boards, removable rear plates, cooper bushbars, and all other necessary accessories to ensure sufficient mechanicals strength and safety, it shall be provided with grounding bolts and clamps.

b) Secondary Metering Section

The secondary metering section shall consist of one (1) ammeter AC, indicating type; one (1) voltmeter, AC, indicating type, one (1) ammeter transfer switch for 3-phase; one (1) voltmeter transfer switch for 3-phase; and current transformers suitable rating and capacity.

The above-mentioned instruments shall be installed in one compartment above the main breaker and shall be complete with a necessary accessories completely wired, ready for use.

c) Main Circuit Breaker

The main circuit breaker shall be draw-out type, manually or electrically operated, manual trip button, magnetic tripping devices, adjustable time over current protection and instantaneous short circuit trip and all necessary accessories to ensure safe and efficient operation.

d) Feeder Circuit Breakers

There shall be as many feeder breakers as are shown on the single line diagram or schematic riser diagram and schedule of loads and computations on the plans. The circuit breakers shall be draw out or molded case as required. The circuit breakers shall each have sufficient interrupting capacity and shall be manually operated complete with top devices and all necessary accessories to ensure safe and efficient operation. The number, ratings capabilities of the feeder branch circuit breakers shall be as

Low-Voltage Switchgear:

(For projects requiring low-voltage switchgear only)

The Contractor shall furnish and install low-voltage switchgear at the location shown on the plans. It shall be metal-clad, dead front, free standing, safety type construction and

shall have copper busbars of sufficient size, braced to resist allowable root mean square (RMS) symmetrical short circuit stresses and all necessary accessories.

The low-voltage switchgear shall consist of the switchgear housing, secondary metering, main breaker and feeder branch circuit breakers and all necessary accessories, completely wired, ready for service.

Grounding System:

All non-current carrying metallic parts like conduits, cabinets and equipment frames shall be properly grounded in accordance with the Philippine Electrical Code, latest edition.

The size of the ground rods and ground wires shall be as shown on the approved Plans. The ground resistance shall not be more than 5 ohms.

Panelboards and Cabinets:

Panelboards shall conform to the schedule of panelboards as shown on the approved Plans with respect to supply characteristics, rating of main lugs or main circuit breaker, number and ratings and capacities of branch circuit breakers.

Panelboards shall consist of a factory completed dead front assembly mounted in an enclosing flush type cabinet consisting of code gauge galvanized sheet steel box with trim and door. Each door shall be provided with catch lock and two (2) keys. Panelboards shall be provided with directories and shall be printed to indicate load served by each circuit.

Panelboard cabinets and trims shall be suited for the type of mounting shown on the approved Plans. The inside and outside of panelboard cabinets and trims shall be factory painted with one rust-proofing primer coat and two finish shop coats of pearl gray enamel paint.

Main and branch circuit breakers for panelboards shall have the rating, capacity and number of poles as shown on the approved Plans. Breakers shall be thermal magnetic type. Multiple breakers shall be of the common trip type having a single operating handle. For 50-ampere breaker or less, it may consist of single-pole breaker permanently assembled at the factory into a multi-pole unit.

1102.3 Construction Requirements

The Contactor shall install the Power Load Center Unit Substation or Low-Voltage Switchgear and Panelboards at the locations shown on the approved Plans.

Standard panels and cabinets shall be used and assembled on the job. All panels shall be of dead front construction furnished with trims for flush or surface mounting as required.

1102.4 Method of Measurement

The work under this item shall be measured either by set and pieces actually placed and installed as shown on the approved Plans.

1102.5 Basis of Payment

All works performed and measured and as provided for in the Bill of Quantities shall be paid for at the Unit Bid or Contract Unit Price which payment shall constitute full compensation including labor, materials, tools and incidentals necessary to complete this item.

Payment shall be made under:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|--------------------------|---------------------|
| 1102 (7) | Enclosed ACB NEMA Type I | Set |

ITEM 1600 – EXCAVATION

1600.1 Description

This item shall consist of a necessary excavation for removal of all foundation of materials of whatever nature encountered, including all obstructions of any nature that would interfere with the proper execution and completion of the work.

1600.2 Construction Requirements

1600.2.1 General

The removal of said materials shall conform to the lines and grades shown on the approved plans and Specifications. Unless otherwise provided, the entire construction site shall be stripped of all vegetation and debris and such materials shall be removed from the site prior to any performing excavation. The Contractor shall furnish, place and maintain all supports and shoring that may be required on the sides of the excavation, and all the pumping, ditching or other approved measures for the removal or exclusion of water, including taking care of storm water and waste water reaching the site of work from any source so as to prevent damage to the work and adjoining property.

The walls and all the faces of all excavation in which workers are exposed to danger from unstable ground shall be guarded by means of shoring system, sloping of the excavation, or some other acceptable methods. The Contractor shall furnish, install and maintain such seething, bracing, and etc., as may be necessary to protect the workers to prevent any movement of earth which could injure or delay the work or endanger adjacent structures. In excavation which may be workers may be required to enter, excavated or other materials shall be effectively stored and retained at least 600 mm or more from the edge of the excavation and trenching operations shall conform to any and all national, provincial and local safety requirements.

1600.2.2 Excavation Beneath Proposed Structures

Unless otherwise specified for a particular structure or ordered by the Engineer excavation shall be carried to the grade of the bottom of the footing or slab. Where shown or ordered, areas beneath proposed structures shall be over-excavated. After the required excavation or over-excavation has been completed, the exposed surface shall be scarified to the depth of 150 mm brought to optimum moisture content and rolled with heavy compaction equipment to one hundred percent (100%) of maximum density.

1600.2.4 Pipeline Trench Excavation

Unless otherwise shown on the approved Plans and Specifications or ordered by the Engineer, excavation for pipeline shall be open-cut trenches. The bottom trench, including any shoring shall have a minimum width equal to the outside diameter of the pipe plus 300 mm and a maximum width equal to the outside diameter of the pipe plus 600 mm except when otherwise shown or ordered by the designated/assigned Engineer, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. The trench bottom shall be given a final trim using a string line for establishing grade, such that each pipe section when first laid will be wholly in contact with the ground or bedding along the extreme bottom of the pipe. Rounding the trench to form a cradle shall not be required. The maximum amount of open trench permitted at any one time and in one location shall be 300 meters or the length necessary to accommodate the number of pipes installed in one day, whichever is greater. Barricades and warning lights satisfactory to the designated/assigned Engineer shall be provided and maintain for all trenches left open overnight except at intersections and driveways in which case heavy steel plates, adequately braced bridges or other type of crossing capable of supporting vehicular traffic shall be furnished as directed by the Engineer.

1600.2.7 Excavation Beneath Proposed Concrete Reservoir

After the reservoir area has been stripped of all vegetation and debris, as specified in subsection (1700.2.1), lawn and top soil from the top 600 mm of excavated soil shall be removed and stockpiled for possible later use as fill on or around the reservoir and for miscellaneous top soil. Excavation under the reservoir shall extend to the bottom of the draindock layer. After such excavation had been completed, the exposed surface shall be rolled with heavy equipment to provide a reasonably smooth surface for placement of draindock.

1600.3 Method of Measurement

The quantity to be paid for shall be the volume of the materials excavated in cubic metre calculated by multiplying the horizontal area of the bottom of the structure or open-cut trench by the average depth. The average depth shall be calculated from the finished surface of the grade shown on the drawing or the original ground level, whichever is the lowest.

1600.4 Basis of Payment

Payment for all work under this item shall be made at the contract unit price per cubic metre for earthwork which price and payment shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete all work.

Payment will be made under:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|--|---------------------|
| 1600 (1) | Excavation beneath proposed structures | Cubic Meter |
| 1600 (2) | Pipeline trench excavation | Cubic Meter |

ITEM 1601- BACKFILL AND FILL

1601.1 Description

This item shall consist of all operations required to replace excavated and unsuitable materials to fill up depression to grade or to built up low areas in accordance with the approve Plans and Specifications.

1601.2 Material Requirements

The selected material shall be free from grass, roots, brush, or other vegetation or rocks having maximum dimension larger than 150 mm. Materials placed within 150 mm of any structure or pipe shall be free from rocks or unbroken masses or earthly materials having maximum dimensions larger than 75 mm.

1601.3 Construction requirements

Backfill materials shall be laid in horizontal layers, not more than 200 mm in thickness and compacted to 100 percent of maximum density and to be carried to the level of the surrounding ground or to the lines and grades as shown on the drawings.

Backfill shall not be placed around or upon any structure until the structure has attained sufficient strength to withstand the loads imposed. Special precaution shall be taken to prevent any wedging action against completed structures or facilities. In the course of filling any sloped surface in the excavation around structure shall be “cut into” horizontally with every layer placed, in order to eliminate any wedge action.

Where the use of power driven compacting equipment would not be practical, layers or materials shall be compacted by any other method which will produce the requirement for compaction.

1601.4 Method of Measurement

The quantity of backfill and fill materials to be paid for under this item shall be the volume which were actually placed and accepted and computed by the average end-area multiplied by total length.

1601.5 Basis of Payment

Payment for all work under this item shall be paid at the contract price per cubic metre for Backfill and Fill, which price and payment shall constitute full compensation for furnishing, hauling, depositing, compacting and leveling, tools and other incidentals necessary to complete the item of work.

Payment will be made under:

| Pay Item Number | Description | Unit of Measurement |
|-----------------|--------------------------|---------------------|
| 1601 | Pipeline Trench Backfill | Cubic Meter |

ITEM 1602 – INSTALLATION OF PIPELINE

1602.1 Description

The shall consist of furnishing and installation of all pipes, fittings, closure pieces, bolts, nuts, gaskets, jointing materials and appurtenances as shown and specified on the drawings, and as required by the designated/assigned Engineer for a complete and workable piping system.

1602.2 Material Requirements

1602.2.5 Polyethylene (PE) Plastic Pipe

1. Polyethylene pipe shall be manufactured from Type IV, Class C, Grade P34 extrusion compound as defined by ASTM D1248 with a hydrostatic design stress of 4.3 MPa. Alternate polyethylene pipe extrusion compound PE 3408 according to the Plastic Pipe Institute (PPI) with a hydrostatic design stress of 5.50 MPa may be used. All compound used shall be virgin plastic. Clean rework material from the manufacturer's own pipe production may be used so long as the original was virgin material and of the same type, class and grade as required above. The pipe shall meet the requirements of the National Sanitation Foundation for potable Water used as tested by the National Institute of Science and technology (NIST) or other testing laboratories and shall be made from non toxic, non-lead based plasticizer approved by the Project Engineer.
2. Pipe dimension when measured to the methods as described in ASTM D2122, polyethylene pipe shall conform to either of the following dimension depending on the type of extrusion compound used as stipulated above:

| Extrusion Compound, Type IV, Class C Grade P34 (according to ASTM D1248) | | | |
|---|-----------------------------|-----------------------------|------------------------|
| Nominal Size (mm) | Outside Diameter (mm) | Wall Thickness (min.) | Thickness mm (max.) |
| 75 | 90 | 8.18 | 9.30 |
| 100 | 110 | 10.00 | 11.36 |
| 150 | 160 | 14.55 | 16.53 |
| 200 | 225 | 20.45 | 23.34 |

3. All Polyethylene pipes shall be rated for use with water at 23 degrees C and at a minimum working pressure of 1.10 MPa.
4. All PE pipes shall be clearly marked at interval not more than 1.0 linear meter with nominal size, type of material, manufacturer's trade name and production code.

1602.3 Construction Requirements

1602.3.1 PE (Polyethylene) Plastic Pipe

All PE pipes when supplied under the specification shall be joined employing either of the following methods:

Butt-Fusion

When pipe supplied under the specification are installed and joined by this method, the work shall be carried out only by well qualified personnel who adheres strictly to prescribed working conditions using tools and procedures recommended by the manufacturer and approved by the Engineer.

- a. Equipment- the equipment shall be as described in ASTM D-2657.
- b. General Procedure- The following procedures shall be followed when making butt-fusion joint:
 1. Wipe each pipe-end-clean, inside and outside to remove dirt, water, grease and other foreign material.
 2. Square the end of each pipe section to be fused using a fusing tool. Remove cuttings and burns from pipe ends.
 3. Check line-up of pipe-ends in fusion machine to see that pipe ends meet squarely and completely over the entire surface to be fused. Two clamps should be used on each end of pipe to be fused for sizes 100 mm and above.
 4. Insert the heater plate between the aligned pipe ends. Bring and hold the pipes ends in contact and allow pipe to heat and soften until a bead of molten plastic roll back from the ends. This bead will be about 1.5 mm to 5 mm back from the end of the pipe depending on size. Soften approximately 1.50 mm on all sizes up to 75 mm. On 75 mm to 150 mm heat to 5.0 mm. Softening can be judged by the appearance of the pipe end as the material softens. Both surfaces of the heater plate shall be cleaned and the temperature maintained at 246 degrees C to 260 degrees C (475 degrees F to 500 degrees F).
 5. Carefully remove the pipe ends from the heater plate and remove the plate. If the softened material sticks to the heater plate, discontinue the joint. Clean heater plate, resquare pipe end and start over.
 6. Bring the heated pipe ends together with the specified pressure to form a uniform double head about 3 mm to 5 mm wide around the entire circumference of the pipe.
 7. Allow the joint to cool and solidify while maintaining the pressure for the specified time. Inspect the joint for a uniform non-porous appearance. If the joint appears faulty, cut the joint out and repeat the procedure.

1602.4 Method of Measurement

The quantity to be paid under this item shall be the length in metres of pipes in place completed and accepted, measured from end to end of the pipeline.

1602.5 Basis of Payment

The quantity determined as provided above, shall be paid for or the estimated price per metre for pipe actually installed and payment shall constitute full compensation for furnishing and installation of all pipes, fittings, closure pieces, bolts, nuts, gaskets, jointing materials and for all labor, equipment, tools and incidentals necessary to complete the work.

| Pay Item Number | Description | Unit of Measurement |
|-----------------|--|---------------------|
| 1602 (5A) | Polyethylene (PE) Plastic Pipe, 75mm.dia. | Meter |
| 1602 (5B) | Polyethylene (PE) Plastic Pipe, 63mm.dia. | Meter |
| 1602 (5C) | Polyethylene (PE) Plastic Pipe, 50mm.dia. | Meter |
| 1602 (5D) | Polyethylene (PE) Plastic Pipe, 40mm.dia. | Meter |
| 1602 (5E) | Polyethylene (PE) Plastic Pipe, 32mm.dia. | Meter |
| 1602 (5F) | Polyethylene (PE) Plastic Pipe, 25mm.dia. | Meter |

HANDTOOLS

Brand new hand tools will be turned over by the Contractor after the completion of the project for the Operation and Maintenance of Bobon PWS. This hand tools will be considered as indirect cost and not as pay items.

1. **Shovel (2 units)** - Heavy duty, lightweight, one-piece shovel scoop ideal for material handling and industrial applications.

Key Specifications/Special Features:

- Steel blade and heat treatment
- D-shaped PP handle
- Total size: 41-3/4 inches
- Cubic feet: 1.78 feet
- Length: 38 inches

2. **Pipe Wrench (2 units)**

Key Specifications/Special Features:

- Professional quality
- Forged and ground jaws
- Adjustable steel jaw and long handle
- Body painted to prevent corrosion
- Size: 14 inches and 12 inches
- Capacity: 2 inches

3. **Digging Bar (1 unit)**

Key Specifications/Special Features:

- Material : Forged Steel
- Weight : 16 lb.
- Length : 69 inches
- Stock : 1 inch round
- Blade : 8 ½ x 2 ¾ inches
- Tamper : 3 inches diameter

Section VII. Drawings

| SHEET NUMBER | DRAWING TITLE |
|-------------------------|--|
| I | PROVINCIAL MAP & VICINITY MAP |
| II | GENERAL PLAN <ul style="list-style-type: none">- Location of Houses, Schools, Churches, etc...- Roads, Rivers, Bridges, North Arrow- Location of Source and Tank |
| III | DISTRIBUTION SYSTEM <ul style="list-style-type: none">- Road Network- Location of Household, Public Faucet and Storage Tanks- Table of Elevations, Distances, Pipe Sizes and Valves |
| IV | DETAILED DRAWINGS |
| V | PIPES, FAUCETS, STORAGE TANKS |
| VI | PUMP HOUSE |

Section VIII. Bill of Quantities

| Item No. | Scope of Work | Unit | Quantity | Unit Price | Total Price |
|---------------------------|---|-------|----------|------------|-------------|
| 404 | Reinforcing Steel | kgs. | 5,266.32 | | |
| 604 (2) | Fencing (Chain Link Fence Fabric) | Ln.m. | 36.00 | | |
| 604 (3) | Fencing (Posts) | each | 14.00 | | |
| 604 (4) | Fencing (Gates) | each | 1.00 | | |
| 900 | Structural Concrete | cu.m. | 50.75 | | |
| 901 | 100mm thick CHB, Walls with Cement Plaster Finish | Sq.m. | 16.14 | | |
| 1002 (b) | Galvanized Iron Pipes & Fittings | pcs. | 599.00 | | |
| 1013.2.1 | Corrugated Roofing, Gauge 26 | Sq.m. | 10.87 | | |
| 1032 (A) | Painting Works | Sq.m. | 88.00 | | |
| 1101 (1A) | Electrical Wire No.8, Conduits with Fittings | Ln.m. | 15.00 | | |
| 1101 (1B) | Electrical Wire No.10, Conduits with Fittings | Ln.m. | 10.00 | | |
| 1102 (7) | ACB NEMA Type 1 | Set | 1.00 | | |
| 1600 (1) | Excavation beneath proposed structures | cu.m. | 40.00 | | |
| 1600 (2) | Pipeline Trench Excavation | cu.m. | 1,462.00 | | |
| 1601 | Pipeline Trench Backfill | cu.m. | 1,680.73 | | |
| 1602-5(A) | Polyethylene (PE) Plastic Pipe, 75mmØ PE Pipe | Ln.m | 4,131.25 | | |
| 1602-5(B) | Polyethylene (PE) Plastic Pipe, 63mmØ PE Pipe | Ln.m | 685.85 | | |
| 1602-5(C) | Polyethylene (PE) Plastic Pipe, 50mmØ PE Pipe | Ln.m | 349.63 | | |
| 1602-5(D) | Polyethylene (PE) Plastic Pipe, 40mmØ PE Pipe | Ln.m | 695.88 | | |
| 1602-5(E) | Polyethylene (PE) Plastic Pipe, 32mmØ PE Pipe | Ln.m | 1,662.89 | | |
| 1602-5(F) | Polyethylene (PE) Plastic Pipe, 25mmØ PE Pipe | Ln.m | 2,217.84 | | |
| Total Project Cost | | | | | |

Amount in Words:

Section IX. Bidding Forms

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Bid Form

Date: _____

IAEB¹ N°: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract *[insert name of contract]*;
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

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

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

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

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

- (i) We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

(With Bank's Letter Head)

Form of Bid Security (Bank Guarantee)

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted his bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto *[insert name of PROCURING ENTITY]* (hereinafter called the "Entity") in the sum of *[insert amount]*² for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this ____ day of _____
20__.

THE CONDITIONS of this obligation are:

1. If the Bidder:
 - (a) withdraws his Bid during the period of bid validity specified in the Form of Bid; or
 - (b) does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
2. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

² The Bidder should insert the amount of the guarantee in words and figures, denominated in the currency of the Entity's country or an equivalent amount in a freely convertible currency. This figure should be the same as shown of the Instructions to Bidders.

We undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate his demand, provided that in his demand the Entity will note that the amount claimed by him is due to him owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

The Guarantee will remain in force up to and including the date 120 days after the deadline for submission of Bids. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Qualification Information

1. Individual Bidders or Individual Members of Joint Ventures

1.1 Constitution or legal status of Bidder: *[attach copy]*

Place of registration: *[insert]*

Principal place of business: *[insert]*

Power of attorney of signatory of Bid: *[attach]*

1.2* Total annual volume of construction work performed in the past five years as listed in the Eligibility Data Sheet, reflected using the currency specified for the Bid.

| Annual turnover data (construction only) | |
|--|---|
| Year | Turnover in <u>(specified currency)</u> |
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |

1.3 Work performed as prime contractor on works of a similar nature and volume over the last ten years. Proof of completion, e.g. Certificate of Completion signed by the Employer or Owner, shall be submitted. Also list details of work under way or committed, including expected completion date.

| Project Name and Country | Name of Employer and contact person | Type of work performed and year of completion | Total Value of Contract (in specified currency) |
|--------------------------|-------------------------------------|---|---|
| 1. | | | |
| 2. | | | |

1.4 Major items of contractor's Equipment proposed for carrying out the Works. List all information requested below.

| Item of equipment | Description, make, and age (years) | Owned, leased (from whom?), or to be purchased (from whom?) |
|---------------------------------|------------------------------------|---|
| 1. <i>[Employer to specify]</i> | | |
| 2. | | |
| 3. | | |

1.5* Qualifications and experience of Contract Manager proposed for administration and execution of the Contract. Attach bio-data.

| Name (primary candidate and alternate) | Years of experience in similar works | Years of experience as Contract Manager |
|--|--------------------------------------|---|
| 1. | | |
| 2. | | |

1.6* Financial statements for the last five (5) years. Attach audited financial statements.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attaché copies of support documents.

| Source of financing | Amount in (specified currency) |
|---------------------|--------------------------------|
| 1. | |
| 2. | |
| 3. | |

1.8 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Entity.

1.9 Proposed Program of Work (work method and schedule). Attach descriptions, drawings and charts, as necessary, to comply with the requirements of the Bidding Documents.

1.10* Proposed subcontracts and firms involved. Refer to **GCC** Clause 8.

| Section of the Works | Value of subcontract | Subcontractor (Name and address) | Experience in similar work |
|----------------------|----------------------|----------------------------------|----------------------------|
| | | | |
| | | | |

2. Joint Ventures*

- 2.1 The information listed in 1.1 - 1.9 above shall be provided for each partner of the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
 - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

Letter of Acceptance

[Letterhead of the Entity]

Date: *[insert date]*

To: *[Name and address of Contractor]*

This is to notify you that your Bid dated *[insert date]* for execution of the *[insert name of Contract and identification number as given in the ITB]* for the Contract Price of *[insert amount in specified currency]*, as corrected and or modified³ if applicable, in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to come to our office located at *[insert address]* to sign the formal agreement on *[date]* at *[time]*.

Authorized Signature: _____

Name: _____

Designation: _____

³ Delete "corrected and" or "corrected and modified" if not applicable.

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[name and address of PROCURING ENTITY]* (hereinafter called the “Entity”) and *[name and address of Contractor]* (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute *[name and identification number of contract]* (hereinafter called “the Works”) and the Entity has accepted the Bid for *[insert the amount in specified currency in numbers and words]* by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Apply for Eligibility and to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (m) Other contract documents that may be required by existing laws and/or the Entity such as EMP, ECC/CNC.
3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the

provisions of this Contract at the times and in the manner prescribed by this Contract.

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

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

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

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

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

(With Bank's Letter Head)

Form of Performance Security (Bank Guarantee)

To : *[Name of PROCURING ENTITY]*
[Address of PROCURING ENTITY]

WHEREAS, *[name and address of contractor]* (hereinafter called the "Contractor") has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute *[name of Contract and brief description of Works]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of *[insert amount of Guarantee in numbers and in words]*⁴ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of demand of the said debt from the contractor before presenting us with the demand.

⁴ An amount is to be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract, and denominated in the specified currency.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date twenty eight (28) days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor _____

Name of Bank _____

Address _____

Date _____

(With Bank's Letter Head)

Bank Guarantee for Advance Payment

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

Gentlemen:

In accordance with the provisions of the **GCC Clause Error! Reference source not found.** of the above-mentioned Contract, *[name and address of contractor]* (hereinafter called "the contractor") shall deposit with *[name of PROCURING ENTITY]* a Bank Guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of *[amount of Guarantee] [amount in words]*⁵

We, the *[Bank or Financial Institution]*, as instructed by the contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to *[name of PROCURING ENTITY]* on his first demand without whatsoever right of objection on our part and without his first claim to the contractor, in the amount not exceeding *[amount of Guarantee] [amount in words]*⁶

We further agree that no change or addition to or other modification of the terms of the Contract or of Works to be performed there under or of any of the Contract documents which may be made between *[name of PROCURING ENTITY]* and the contractor, shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

⁵ *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.*

⁶ *An amount is to be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in the specified currency of the Advance Payment as specified in the Contract.*

This Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of PROCURING ENTITY]* receives full repayment of the same amount from the contractor.

Yours truly,

Signature and seal: _____

Name of Bank/Financial Institution: _____

Address: _____

Date: _____

Affidavit of Disclosure of No Relationship

[See ITB Clause 4.2 of the Bidding Documents]

I, *[name of the affiant]*, *[state nationality]*, of legal age, *[state status]*, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the authorized representative of *[insert name of Bidder]* with office address at *[insert address]* an established and reputable Constructor of *[insert name and/or description of the Works]* for the bidding of *[insert name of the Project]* by the *[insert name of PROCURING ENTITY]* (hereinafter referred to as the “PROCURING ENTITY”);
2. None of the *[officers / directors / controlling stockholders / members / owners]* of the *[name of the Bidder]* are related by consanguinity or affinity up to the third civil degree to the Head of the PROCURING ENTITY or any of the PROCURING ENTITY’s officers or employees having direct access to information that may substantially affect the result of the bidding, such as, but not limited to, the members of the Bids and Awards Committee (BAC), the members of the Technical Working Group (TWG), the BAC Secretariat, the members of the Project Management Office (PMO), and the designers of the project.
3. I am making this statement in compliance with Section 47 of the Implementing Rules and Regulations Part A of Republic Act 9184, and in accordance with the requirements of the *PROCURING ENTITY*
4. I understand and accept that any false statement in this respect will render *[name of the Bidder]*, and its authorized officers liable for prosecution to the full extent of the law.

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

Affiant

SUBSCRIBED AND SWORN to before me this _____ day of _____, Philippines.

Notary Public

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20_____

