

PHILIPPINE BIDDING DOCUMENTS

**Procurement of
INFRASTRUCTURE
PROJECTS**

Government of the Republic of the Philippines

**(REPAIR OF MARCOS TYPE BLDG., AT DONA
PAULINA ELEMENTARY SCHOOL, DONA PAULINA,
SAN ISIDRO, ISABELA)**

**Fifth Edition
October 2019**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCCs), government financial institutions (GFIs), state universities and colleges (SUCs), local government units (LGUs), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory¹ use in projects that are financed in whole or in part by the GoP or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R. A. 9184).

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

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders; (c) the expected contract duration; and (d) the obligations, duties, and/or functions of the winning bidder.

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

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

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

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

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

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Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website and the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, for seven (7) calendar days starting on the date of advertisement; and
- (b) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned for seven (7) calendar days, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.
- (c) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the 2016 Revised IRR of R.A. 9184²;

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids.
- (b) The place where the Bidding Documents may be acquired or the website where it may be downloaded.
- (c) The deadline for the submission and receipt of bids from the last day of posting of the Invitation to Bid; and
- (d) Any important bid evaluation criteria.

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

For foreign-assisted projects, the Invitation to Bid to be used is provided in Section X- Foreign-Assisted Projects.

² Two years after the effectivity of the 2016 Revised IRR of RA 9184 on 28 October 2016, advertisement in a newspaper of general nationwide circulation shall no longer be required. However, a Procuring Entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.

PROVINCIAL GOVERNMENT OF ISABELA

Invitation to Bid for

Repair of Marcos-Type Building at Doña Paulina Elementary School, San Isidro, Isabela

1. The *Provincial Government of Isabela*, through the **SEF 2019** Fund intends to apply the sum of *Eight Hundred Eight Thousand Five Hundred Ninety Six & 09/100 Pesos (Php 808,596.09)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Repair of Marcos-Type Building at Doña Paulina Elementary School, San Isidro, Isabela*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Provincial Government of Isabela* now invites bids for the Repair of Marcos-Type Building at Doña Paulina Elementary School, San Isidro, Isabela. Completion of the Works is required *within Sixty (60) Calendar Days from the date of receipt of Notice to Commence*. Bidders should have completed within ten (10) 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 through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

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

4. Interested bidders may obtain further information from *Bids and Awards Committee (BAC)* and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m.
5. A complete set of Bidding Documents may be acquired by interested bidder on **October 30, 2019** and before the deadline of dropping of bids from the address below and upon payment of a nonrefundable fee for the bidding documents *in the amount of Php.1,000.00*

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

6. The *Bids and Awards Committee* will hold a Pre-Bid Conference³ on **November 12, 2019** at 10:00a.m. at BAC office, PGSO Bldg., Alibagu, City of Ilagan, Isabela which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **November 26, 2019 at 10:00a.m.** All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 18.

Bid opening shall be on **November 26, 2019, 10:30 a.m.**, at *BAC Office, PGSO Bldg., Alibagu, City of Ilagan, Isabela*. 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 *Provincial Government of Isabela* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

MARYANN T. BALLESTEROS
BAC Office, PGSO Bldg.,
Capitol City of Ilagan, Isabela
078-323-0570
nimrodbill@yahoo.com

(Sgd.) RODRIGO T. SAWIT

BAC Chairman

³ *May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.*

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents provides the information necessary for Bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on the bid submission, eligibility check, opening and evaluation of bids, and on the award of contract.

This Section also contains provisions that are to be used unchanged. Section III. Bid Data Sheet consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section and which are specific to each procurement.

Matters governing the performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in the other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

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A. General

1. Scope of Bid

- 1.1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications.
- 1.2. The name, identification, and number of lots specific to this bidding are provided in the **BDS**. The contracting strategy and basis of evaluation of lots is described in **ITB** Clause 27.
- 1.3. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

2. Source of Funds

The Procuring Entity has a budget 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, Coercive, and Obstructive 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;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

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

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;

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

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

5. Eligible Bidders

5.1. Unless otherwise 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.
- (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 owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially

autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

- 5.4. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

(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**.

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

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

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

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

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 10.4.
- (e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

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

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

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. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 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. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

7. Origin of Goods 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, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be

made available to prospective bidders not later than five (5) days upon written request.

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

10. Clarification and Amendment of Bidding Documents

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

C. Preparation of Bids

11. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class “A” Documents

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

Statement of the Bidder’s SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner’s name and address;
- (ii.5) nature of work;
- (ii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and

(ii.11) value of outstanding works, if applicable.

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and
- (iv) NFCC computation in accordance with ITB Clause 5.5.

Class "B" Documents

(v) If applicable, Joint Venture Agreement (JVA) in accordance with RA 4566.

(b) Technical Documents –

- (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
- (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 (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and
 - (ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case

may be, which must meet the minimum requirements for the contract set in the **BDS**; and

- (iii) Sworn statement in accordance with Section 25.3 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, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
- (b) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) 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 zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.
- 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. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. 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 *Bangko Sentral ng Pilipinas* (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 Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other</i>	Two percent (2%)

<p><i>banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.</p> <p><i>For biddings conducted by LGUs, the Bank Draft/Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i></p>	
<p>(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or</p>	<p>Five percent (5%)</p>

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 32.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 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) has a finding against the veracity of the required documents submitted in accordance with **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 LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
- (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

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

20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of

Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

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

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

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. 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. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to 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 **BDS** 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 zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 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 be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 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.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

28. Post Qualification

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

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

- 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, which shall be completed within a period of twelve (12) calendar days.
- 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 LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, 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, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

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

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, fail post-qualification; or
- (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the 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 duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in

writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.

- 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 ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
 - (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, as provided in Section 37.3 of the IRR of RA 9184.

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 (*e.g.*, Bidder's response to request for clarifications on the bid), including

corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

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

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 not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. <i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such</i>	Ten percent (10%)

<i>financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

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 have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

33. Notice to Proceed

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

34. Protest Mechanism

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB included in Section II, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II. Instructions to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II. Instructions to Bidders as necessitated by the circumstances of the specific procurement, must also be incorporated.

For foreign-assisted projects, the Bid Data Sheet to be used is provided in Section X- Foreign-Assisted Projects.

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>Provincial Government of Isabela</i></p> <p>The name of the Contract is Repair of Marcos-Type Building at Doña Paulina Elementary School, San Isidro, Isabela</p> <p>The identification number of the Contract is Lot 9 ITB No. 019-18</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the SEF 2019 in the amount of Eight Hundred Eight Thousand Five Hundred Ninety Six & 09/100 Pesos (Php 808,596.09)</p> <p>The name of the Project is Repair of Marcos-Type Building at Doña Paulina Elementary School, San Isidro, Isabela</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to contracts which have the same major categories of work.
8.1	“Subcontracting is not allowed.”
8.2	“Not applicable.”
9.1	The Provincial Government of Isabela will hold a pre-bid conference for this Project on November 12, 2019 at 10:00 a.m. to be held at the BAC Office, Alibagu, City of Isabela.
10.1	<p>The Procuring Entity’s address is:</p> <p style="text-align: center;"><i>BIDS AND AWARDS COMMITTEE</i></p> <p style="text-align: center;"><i>Province of Isabela, Capitol, Alibagu, City of Ilagan, Isabela</i></p>

	<i>RODRIGO T. SAWIT, BAC Chairman</i> <i>Tel No. (078) 323-0570</i>															
10.4	No further instructions.															
12.1	No further instructions.															
12.1(a)(iii)	No further instructions.															
12.1(b)(ii.2)	The minimum work experience requirements for key personnel are the following: <table border="1" data-bbox="411 667 1390 965"> <thead> <tr> <th><u>Key Personnel</u></th> <th><u>General Experience</u></th> <th><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>1. Project Engineer (PE)</td> <td>Minimum of five (5) years' experience as Licensed Civil</td> <td>With a minimum of two (2) building construction projects handled as Project Engineer</td> </tr> <tr> <td>2. Materials Engineer (ME)</td> <td>Licensed Civil Engineer</td> <td>with at least 3 years of relevant work in materials and quality control, duly accredited by DPWH</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1. Project Engineer (PE)	Minimum of five (5) years' experience as Licensed Civil	With a minimum of two (2) building construction projects handled as Project Engineer	2. Materials Engineer (ME)	Licensed Civil Engineer	with at least 3 years of relevant work in materials and quality control, duly accredited by DPWH						
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>														
1. Project Engineer (PE)	Minimum of five (5) years' experience as Licensed Civil	With a minimum of two (2) building construction projects handled as Project Engineer														
2. Materials Engineer (ME)	Licensed Civil Engineer	with at least 3 years of relevant work in materials and quality control, duly accredited by DPWH														
12.1(b)(iii.3)	The minimum major equipment requirements are the following: <table border="1" data-bbox="411 1039 1401 1238"> <thead> <tr> <th>Minimum Required Equipment</th> <th>Owned</th> <th>Leased</th> </tr> </thead> <tbody> <tr> <td>1. Concrete Mixer (1.5-2 cu.m.)</td> <td>1</td> <td>0</td> </tr> <tr> <td>2. Welding Machine (400 amp.)</td> <td>1</td> <td>0</td> </tr> <tr> <td>3. Concrete Vibrator</td> <td>1</td> <td>0</td> </tr> <tr> <td>TOTAL</td> <td>3</td> <td>0</td> </tr> </tbody> </table>	Minimum Required Equipment	Owned	Leased	1. Concrete Mixer (1.5-2 cu.m.)	1	0	2. Welding Machine (400 amp.)	1	0	3. Concrete Vibrator	1	0	TOTAL	3	0
Minimum Required Equipment	Owned	Leased														
1. Concrete Mixer (1.5-2 cu.m.)	1	0														
2. Welding Machine (400 amp.)	1	0														
3. Concrete Vibrator	1	0														
TOTAL	3	0														
13.1	“No additional Requirements”															
13.1(b)	This shall include all of the following documents: <ol style="list-style-type: none"> 1) Bid prices in the Bill of Quantities; 2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and 3) Cash flow by quarter or payment schedule. 															
13.2	The ABC is Eight Hundred Eight Thousand Five Hundred Ninety Six & 09/100 Pesos (Php 808,596.09) Any bid with a financial component exceeding this amount shall not be accepted.															
14.2	“No further instructions.”															
15.4	No further instruction.															
16.1	The bid prices shall be quoted in Philippine Pesos.															

16.3	No further instructions.
17.1	Bids will be valid until 120 days.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than Sixteen Thousand One Hundred Seventy Two Pesos (Php 16,172.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than Forty Thousand Four Hundred Thirty Pesos (Php 40,430.00) if bid security is in Surety Bond.
18.2	The bid security shall be valid until <i>120 days</i> .
20.3	Each Bidder shall submit <i>one (1)</i> original and <i>two (2)</i> copies of the first and second components of its bid.
21	<p>The address for submission of bids is <i>RODRIGO T. SAWIT, BAC Chairman</i></p> <p>The deadline for submission of bids is <i>at 10:00 a.m. of November 26, 2019.</i></p>
24.1	<p>The place of bid opening is <i>Office of the Bids and Awards Committee</i></p> <p>The date and time of bid opening is <i>at November 26, 2019, at 10:30 a.m.</i></p>
24.2	No further instructions.
24.3	No further instructions.
27.3	<p><i>Select one of the following paragraphs and delete the other:</i></p> <p>Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p><i>Or</i></p> <p>All infrastructure projects are packaged in lots listed below. Bidders shall have the option of submitting a proposal on any or all lots and evaluation and contract award will be undertaken on a per lot basis. Lots shall not be divided further into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>In all cases, the NFCC computation, if applicable, must be sufficient for all the lots or contracts to be awarded to the Bidder.</p> <p><i>[Insert grouping of lots]</i></p>

27.4	No further instructions.
28.2	"None."
31.4(f)	<i>List additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM or other acceptable tools of project scheduling.</i>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the SCC in Section V.

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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 Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in **GCC Clause 1.28**.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.
- 1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.

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

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

2. Interpretation

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

- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

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

6. The Contractor's Obligations

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

7. Performance Security

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both

parties, the Contractor shall furnish the performance security in any of the forms prescribed in **ITB** Clause 32.2.

- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;
 - (b) The Contractor has no pending claims for labor and materials filed against it; and
 - (c) Other terms specified in the **SCC**.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the **SCC**, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. Subcontracting

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.

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

9. Liquidated Damages

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

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his

personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.

- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects,” *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures,” *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
 - (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
 - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
 - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in

which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

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

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

Form of Warranty	Amount of Warranty Security Not less than the Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

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

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

13. Liability of the Contractor

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

14. Procuring Entity's Risk

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

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

15. Insurance

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

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

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

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall

produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

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

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
 - (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
 - (i) Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in

accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

- (ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- (iii) The Contractor:
 - (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
 - (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
 - (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
 - (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
 - (v) sub-lets any part of this Contract without approval by the Procuring Entity.

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

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the

convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.

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

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

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

- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.
- 18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

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

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Contractor'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 HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

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

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

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

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

20. Force Majeure, Release From Performance

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

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

21. Resolution of Disputes

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

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

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

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

23. Procuring Entity's Representative's Decisions

23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

23.2. The Procuring Entity's Representative may delegate any of his duties and responsibilities to other people, except to the Arbiter, after notifying the Contractor, and may cancel any delegation after notifying the Contractor.

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

24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.

24.2. The Contractor shall be responsible for design of Temporary Works.

24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

25.1. When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity's Representative will obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date will be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

- 25.2. If the Contractor's Financial Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

26. Extension of the Intended Completion Date

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

27. Right to Vary

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

28. Contractor's Right to Claim

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

29. Dayworks

- 29.1. Subject to **GCC** Clause 43 on Variation Order, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity's Representative

has given written instructions in advance for additional work to be paid for in that way.

- 29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity's Representative. Each completed form shall be verified and signed by the Procuring Entity's Representative within two days of the work being done.
- 29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Early Warning

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

31. Program of Work

- 31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

- 31.5. When the Program of Work is updated, the Contractor shall provide the Procuring Entity's Representative with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.
- 31.6. All Variations shall be included in updated Program of Work produced by the Contractor.

32. Management Conferences

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

33. Bill of Quantities

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

34. Instructions, Inspections and Audits

- 34.1. The Procuring Entity's personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect

and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

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

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

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

38. Uncorrected Defects

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

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

39. Advance Payment

- 39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the **SCC**.
- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in **SCC** Clause 39.1.

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting 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 GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified 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 HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed

engineering design which failed to consider the Variation Order beyond ten percent (10%).

43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:

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

44. Contract Completion

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punch-list to the Contractor in preparation for the final turnover of the project. Said punch-list will contain, among others, the remaining Works, Work deficiencies for necessary corrections, and the specific duration/time to

fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

45. Suspension of Work

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

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.
- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

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

of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

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

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Section III. Bid Data Sheet, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

For foreign-assisted projects, the Special Conditions of Contract to be used is provided in Section X-Foreign-Assisted Projects.

Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date is: <u>120 Calendar Days</u> excluding Holidays and unworkable Days
1.22	The Procuring Entity is Provincial Government of Isabela
1.23	The Procuring Entity's Representative is: RODRIGO T. SAWIT BAC Chairman Capitol, City of Ilagan, Isabela
1.24	The Site is located at : Doña Paulina Elementary School, San Isidro, Isabela
1.28	The Start Date is: as stated in the Notice to proceed
1.31	The Works consist of: as stated in the Plans and Programs of Works
2.2	<i>"No further instructions"</i>
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>upon issuance of Notice to Commence.</i>
6.5	The Contractor shall employ the following Key Personnel: <i>[List key personnel by name and designation]</i>
7.4(c)	<i>"No further instructions."</i>
7.7	No further instructions.
8.1	No further instructions.
10	The site investigation reports are: <i>"none"</i>
12.3	No further instructions.
12.5	<i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems,</i>

	<p><i>power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i></p> <p><i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i></p> <p><i>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</i></p>
13	<p>“No additional provision.” <i>If the Contractor is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i></p>
18.3(h)(i)	No further instructions.
21.2	The Arbitrator
29.1	Dayworks are applicable at the rate shown in the Contractor’s original Bid
31.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <i>Thirty (30) days</i> of delivery of the Notice of Award.
31.3	<p>The period between Program of Work updates is <i>Thirty (30) days</i>.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <i>One Percent (1%) of Contract Cost</i></p>
34.3	The Funding Source is the <i>Government of the Philippines</i> .
39.1	The amount of the advance payment is <i>Fifteen (15%) of the Contract Price</i>
40.1	No further instructions.
51.1	<p>The date by which operating and maintenance manuals are required is <i>(Not required)</i></p> <p>The date by which “as built” drawings are required is within <i>Thirty (30) days</i> upon completion</p>
51.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>One Percent (1%) of Contract Cost</i> .

Section VI. Specifications

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A. GENERAL REQUIREMENTS

ITEM A.1.1(8): PROVISION OF FIELD OFFICE

A.1 Requirements

A.1.1 Field Office [and Laboratory Building] for the Engineer

- (1) The Contractor shall, for the entire period during which the construction work is being undertaken, provide an equipped and furnished Field Office for the Engineer of at least 30.00 square meters of useable floor area, and which shall be complete with sanitary facilities. The minimum roofing is of galvanized iron sheets and plywood ceiling and walling. A list of the equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided by the Contractor for the Field Office is shown in 'Attachment A' to these Technical Specifications.
- (2) The Contractor shall also, for the entire period during which testing of materials and workmanship is required, provide an equipped and furnished Laboratory Field Office of at least 20.00 square meters of useable floor area, and which shall be complete with its own sanitary facilities if not attached to the Field Office. The minimum roofing is of galvanized iron sheets and plywood ceiling and walling. A list of the equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided by the Contractor for the Laboratory Field Office is shown in 'Attachment B' to these Technical Specifications.
- (3) The Field Office and Laboratory Field Office shall be located within close proximity to the Site and usually within the batching plant compound. In a location approved of by the Engineer and shall be made available for the Engineer's occupation before any construction work commences. Such facilities may, entirely at the discretion of the Contractor, be in rented accommodation or be purpose built, provided always that the facility is of a standard acceptable to the Engineer. Shaded areas shall be provided at all such facilities for the Engineer's car parking, with a suitable self-draining gravel base. When the Engineer decides that temporary facilities built on the Site or Government-provided land are no longer required, the Contractor shall remove all evidence of the temporary work and reinstate the ground to its original state, unless the Engineer directs otherwise.
- (4) It is the Contractor's responsibility to make all necessary arrangements to provide the Field Office and Laboratory Field Office and to provide all necessary equipment, furniture, utilities and security staff to attend thereto, including payment thereof at his own cost. The Employer and the Engineer shall be free from any liability in connection with the use of such facilities.
- (5) The Contractor shall provide an adequate supply of all necessary stationery, printing papers, laboratory materials, testing materials and any other consumable items for the Engineer's Field Office and Laboratory Field Office as required by and to the satisfaction of the Engineer.

- (6) All equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided for the use of the Engineer shall be new and shall conform to the specifications as to kinds, grades, types and sizes, all to the satisfaction of the Engineer. When the Engineer decides that such items are no longer required they shall be handed back to the Contractor, who shall then remove them from the Site.
- (7) Electrical power for the Field Office and Laboratory Field Office shall be continuously available and adequate for all the equipment, apparatus and lighting needs. Similarly, a continuous water supply and other provisions necessary for the efficient operation of all the facilities shall be made available, including the provision of potable water where the facilities are manned on a regular or continuous basis.
- (8) The Contractor shall provide an adequate complement of qualified and competent laboratory staff or technicians to carry out all the materials quality control and all the tests required by the Engineer. The persons so appointed shall work full time and shall be responsible to the Engineer for all the laboratory work required to be carried out.
- (9) The Contractor shall make available, for the exclusive use of the Engineer and staff, a single direct telephone line service and a two-way radio communication service for the entire period during which construction activities take place. If the Laboratory Field Office is adjacent to the Field Office, then an extension telephone line between the Laboratory Field Office and the Field Office shall be provided, but otherwise an additional telephone service to the Laboratory Field Office shall be provided or a cellphone.”

A.1.2 Transportation for the Engineer

The Contractor shall provide, not later than ten (10) calendar days after the issuance of the notice to proceed, one (1) 4 x 4 Crew cab Diesel Pick-up, such vehicle shall be mechanically and electrically sound, with no visible defects in the bodywork, and shall be in good running condition for the exclusive use of the Engineers.

The Contractor shall provide substitute transportation acceptable to the Engineer if there is a delay in providing the transportation specified in the Contract and during any period when the specified transportation is taken out for service, maintenance, repair or any other reason.

A.1.3 Assistance to the Engineer

The Contractor shall provide such equipment, instruments and apparatus as determined by the Engineer from time to time, based on the specific activities to be undertaken.”

A.2 Measurement and Payment

A.2.1 Measurement

- (1) The provision of the Field Office and the Laboratory Field Office (which shall be deemed to be inclusive of all necessary equipment, furniture, appliances and survey equipment for the Engineer) shall be stated in an item and measured in

months.

The payment for the Field Office and Laboratory Field Office shall be deemed to include all rental fees or supply, erection and subsequent removal of temporary buildings (as appropriate), and for the provision of all utilities, including electricity, telephone and water bills, and all equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided for the use of the Engineer. Maintenance of the Engineer's Field Office and the Laboratory Building (including all furniture, equipment, etc.) shall also be considered incidental to and covered within the pay item for the provision of the facilities. No separate payment shall be made in respect of consumables.

- (2) The provision of transportation for the Engineer's use shall be measured in months.

The payment for transportation shall be deemed to include remuneration for a qualified and competent driver, supply of all appropriate fuel and lubricants, and all necessary maintenance, spare parts and servicing to keep the respective vehicle(s) in first class condition at all times."

A.2.2 Payment

Payment for the Engineer's Field Office and Laboratory Field Office shall be due and payable for the entire period for which the Engineer occupies the facilities.

Payment for the provision of transportation for the Engineer's use shall be due and payable for the entire period for which the Engineer makes use of such provision.

Payment for part of a month shall be made on a proportional basis, calculated by dividing the monthly rate by 30 days and multiplying by the number of calendar days for which use of the transportation was provided.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
A.1.1(8)	Provision of Field Office(Rental)	Month

SPL 1 - DEMOLITION WORKS:

ITEM 101 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

101.1 Description

This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed off under other items in the Contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

101.2 Construction Requirements

101.2.1 General

The Contractor shall perform the work described above, within and adjacent to the roadway, on Government land or easement, as shown on the Plans or as directed by the Engineer. All designated salvable material shall be removed, without unnecessary damage, in sections or pieces which may be readily transported, and shall be stored by the Contractor at specified places on the project or as otherwise shown in the Special Provisions. Perishable material shall be handled as designated in Subsection 100.2.2 Nonperishable material may be disposed off outside the limits of view from the project with written permission of the property owner on whose property the material is placed. Copies of all agreements with property owners are to be furnished to the Engineer. Basements or cavities left by the structure removal shall be filled with acceptable material to the level of the surrounding ground and, if within the prism of construction, shall be compacted to the required density.

101.3 Method of Measurement

When the Contract stipulates that payment will be made for removal of obstructions on lump-sum basis, the pay item will include all structures and obstructions encountered within the roadway. Where the contract stipulates that payment will be made for the removal of specific items on a unit basis, measurement will be made by the unit stipulated in the Contract.

Whenever the Bill of Quantities does not contain an item for any aforementioned removals, the work will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor under other Contract Items.

101.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 101.3, shall be paid for at the Contract unit price or lump sum price bid for each of the Pay Items listed below that is included in the Bill of Quantities which price and payment shall be full compensation for removing and disposing of obstructions, including materials, labor, equipments, tools and incidentals necessary to complete the work prescribed in this Item. The price shall also include backfilling, salvage of materials removed, their custody, preservation, storage on the right-of-way and disposal as provided herein.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
SPL 1	Demolition Works	Sq.m.

803(1)a - EXCAVATION

103.1 Description

This Item shall consist of the necessary excavation for foundation of bridges, culverts, underdrains, and other structures not otherwise provided for in the Specifications. Except as otherwise provided for pipe culverts, the backfilling of completed structures and the disposal of all excavated surplus materials, shall be in accordance with these Specifications and in reasonably close conformity with the Plans or as established by the Engineer.

This Item shall include necessary diverting of live streams, bailing, pumping, draining, sheeting, bracing, and the necessary construction of cribs and cofferdams, and furnishing the materials therefore, and the subsequent removal of cribs and cofferdams and the placing of all necessary backfill.

It shall also include the furnishing and placing of approved foundation fill material to replace unsuitable material encountered below the foundation elevation of structures.

No allowance will be made for classification of different types of material encountered.

103.2 Construction Requirements

103.2.1 Clearing and Grubbing

Prior to starting excavation operations in any area, all necessary clearing and grubbing in that area shall have been performed in accordance with Item 100, Clearing and Grubbing.

103.2.2 Excavation

- (1) General, all structures. The Contractor shall notify the Engineer sufficiently in advance of the beginning of any excavation so that cross-sectional elevations and measurements may be taken on the undisturbed ground. The natural ground adjacent to the structure shall not be disturbed without permission of the Engineer.

Trenches or foundation pits for structures or structure footings shall be excavated to the lines and grades or elevations shown on the Plans or as staked by the Engineer. They shall be of sufficient size to permit the placing of structures or structure footings of the full width and length shown. The elevations of the bottoms of footings, as shown on the Plans, shall be considered as approximate only and the Engineer may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary, to secure a satisfactory foundation.

Trenches or foundation pits for structures or structure footings shall be excavated to the lines and grades or elevations shown on the Plans or as staked by the Engineer. They shall be of sufficient size to permit the placing of structures or structure footings of the full width and length shown. The elevations of the bottoms of footings, as shown on the Plans, shall be considered as approximate only and the Engineer may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary, to secure a satisfactory foundation.

- (2) Structures other than pipe culverts. All rock or other hard foundation materials shall be cleaned all loose materials, and cut to a firm surface, either level, stepped, or serrated as directed by the Engineer. All seams or crevices shall be cleaned and grouted. All loose and disintegrated rocks and thin strata shall be removed. When the footing is to rest on material other than rock, excavation to final grade shall not be made until just before the footing is to be placed. When the foundation material is soft or mucky or otherwise unsuitable, as determined by the Engineer, the Contractor shall remove the unsuitable material and backfill with approved granular material. This foundation fill shall be placed and compacted in 150 mm (6 inches) layers up to the foundation elevation.

When foundation piles are used, the excavation of each pit shall be completed before the piles are driven and any placing of foundation fill shall be done after the piles are driven. After the driving is completed, all loose and displaced materials shall be removed, leaving a smooth, solid bed to receive the footing.

- (3) Pipe Culverts. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe.

Where rock, hardpan, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 300 mm or 4 mm for each 100 mm of fill over the top of pipe, whichever is greater, but not to exceed three-quarters of the vertical inside diameter of the pipe. The width of the excavation shall be at least 300 mm (12 inches) greater than the horizontal outside diameter of the pipe. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 150 mm (6 inches) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil, such unstable soil under the pipe and for a width of at least one diameter on each side of the pipe shall be removed to the depth directed by the Engineer and replaced with approved granular foundation fill material properly compacted to provide adequate support for the pipe, unless other special construction methods are called for on the Plans.

The foundation surface shall provide a firm foundation of uniform density throughout the length of the culvert and, if directed by the Engineer, shall be cambered in the direction parallel to the pipe centerline.

Where pipe culverts are to be placed in trenches excavated in embankments, the excavation of each trench shall be performed after the embankment has been constructed to a plane parallel to the proposed profile grade and to such height above the bottom of the pipe as shown on the Plans or directed by the Engineer.

103.2.3 Utilization of Excavated Materials

All excavated materials, so far as suitable, shall be utilized as backfill or embankment. The surplus materials shall be disposed off in such manner as not to obstruct the stream or otherwise impair the efficiency or appearance of the structure. No excavated materials shall be deposited at any time so as to endanger the partly finished structure.

103.2.4 Cofferdams

Suitable and practically watertight cofferdams shall be used wherever water-bearing strata are encountered above the elevation of the bottom of the excavation. If requested, the Contractor shall submit drawings showing his proposed method of cofferdam construction, as directed by the Engineer.

Cofferdams or cribs for foundation construction shall in general, be carried well below the bottoms of the footings and shall be well braced and as nearly watertight as practicable. In general, the interior dimensions of cofferdams shall be such as to give sufficient clearance for the construction of forms and the inspection of their exteriors, and to permit pumping outside of the forms. Cofferdams or cribs which are tilted or moved laterally during the process of sinking shall be righted or enlarged so as to provide the necessary clearance.

When conditions are encountered which, as determined by the Engineer, render it impracticable to dewater the foundation before placing the footing, the Engineer may require the construction of a concrete foundation seal of such dimensions as he may consider necessary, and of such thickness as to resist any possible uplift. The concrete for such seal shall be placed as shown on the Plans or directed by the Engineer. The foundation shall then be dewatered and the footing placed. When weighted cribs are employed and the mass is utilized to overcome partially the hydrostatic pressure acting against the bottom of the foundation seal, special anchorage such as dowels or keys shall be provided to transfer the entire mass of the crib to the foundation seal. When a foundation seal is placed under water, the cofferdams shall be vented or ported at low water level as directed.

Cofferdams shall be constructed so as to protect green concrete against damage from sudden rising of the stream and to prevent damage to the foundation by erosion. No timber or bracing shall be left in cofferdams or cribs in such a way as to extend into substructure masonry, without written permission from the Engineer.

Any pumping that may be permitted from the interior of any foundation enclosure shall be done in such a manner as to preclude the possibility of any portion of the concrete material being carried away. Any pumping required during the placing of concrete, or for a period of at least 24 hours thereafter, shall be done from a suitable sump located outside the concrete forms. Pumping to dewater a sealed cofferdam shall not commence until the seal has set sufficiently to withstand the hydrostatic pressure.

Unless otherwise provided, cofferdams or cribs, with all sheeting and bracing involved therewith, shall be removed by the Contractor after the completion of the substructure. Removal shall be effected in such manner as not to disturb or mar finished masonry.

103.2.5 Preservation of Channel

Unless otherwise permitted, no excavation shall be made outside of caissons, cribs, cofferdams, or sheet piling, and the natural stream bed adjacent to structure shall not be disturbed without permission from the Engineer. If any excavation or dredging is made at the side of the structure before caissons, cribs, or cofferdams are sunk in place, the Contractor shall, after the foundation base is in place, backfill all such excavations to the original ground surface or stream bed with material satisfactory to the Engineer.

103.2.6 Backfill and Embankment for Structures Other Than Pipe Culverts

Excavated areas around structures shall be backfilled with free draining granular material approved by the Engineer and placed in horizontal layers not over 150 mm (6 inches) in thickness, to the level of the original ground surface. Each layer shall be moistened or dried as required and thoroughly compacted with mechanical tampers.

In placing backfills or embankment, the material shall be placed simultaneously in so far as possible to approximately the same elevation on both sides of an abutment, pier, or wall. If conditions require placing backfill or embankment appreciably higher on one side than on the opposite side, the additional material on the higher side shall not be placed until the masonry has been in place for 14 days, or until tests made by the laboratory under the supervision of the Engineer establishes that the masonry has attained sufficient strength to withstand any pressure created by the methods used and materials placed without damage or strain beyond a safe factor.

Backfill or embankment shall not be placed behind the walls of concrete culverts or abutments or rigid frame structures until the top slab is placed and cured. Backfill and embankment behind abutments held at the top by the superstructure, and behind the sidewalls of culverts, shall be carried up simultaneously behind opposite abutments or sidewalls.

All embankments adjacent to structures shall be constructed in horizontal layers and compacted as prescribed in Subsection 104.3.3 except that mechanical tampers may be used for the required compaction. Special care shall be taken to prevent any wedging action against the structure and slopes bounding or within the areas to be filled shall be benched or serrated to prevent wedge action. The placing of embankment and the benching of slopes shall continue in such a manner that at all times there will be horizontal berm of thoroughly compacted material for a distance at least equal to the height of the abutment or wall to the backfilled against except insofar as undisturbed material obtrudes upon the area.

Broken rock or coarse sand and gravel shall be provided for a drainage filter at weepholes as shown on the Plans.

103.2.7 Bedding, Backfill, and Embankment for Pipe Culverts

Bedding, Backfill and Embankment for pipe culverts shall be done in accordance with Item 500, Pipe Culverts and Storm Drains.

103.3 Method of Measurement

103.3.1 Structure Excavation

The volume of excavation to be paid for will be the number of cubic metres measured in original position of material acceptably excavated in conformity with the Plans or as directed by the Engineer, but in no case, except as noted, will any of the following volumes be included in the measurement for payment:

- (1) The volume outside of vertical planes 450 mm (18 inches) outside of and parallel to the neat lines of footings and the inside walls of pipe and pipe-arch culverts at their widest horizontal dimensions.
- (2) The volume of excavation for culvert and sections outside the vertical plane for culverts stipulated in (1) above.
- (3) The volume outside of neat lines of underdrains as shown on the Plans, and outside the limits of foundation fill as ordered by the Engineer.
- (4) The volume included within the staked limits of the roadway excavation, contiguous channel changes, ditches, etc., for which payment is otherwise provided in the Specification.
- (5) Volume of water or other liquid resulting from construction operations and which can be pumped or drained away.
- (6) The volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed ground.
- (7) the volume of any material rehandled, except that where the Plans indicate or the Engineer directs the excavation after embankment has been placed and except that when installation of pipe culverts by the imperfect trench method specified in Item 500 is required, the volume of material re-excavated as directed will be included.
- (8) The volume of excavation for footings ordered at a depth more than 1.5 m (60 inches) below the lowest elevation for such footings shown on the original Contract Plans, unless the Bill of Quantities contains a pay item for excavation ordered below the elevations shown on the Plans for individual footings.

103.3.2 Bridge Excavation

The volume of excavation, designated on the Plans or in the Special Provisions as "Bridge Excavation" will be measured as described below and will be kept separate for pay purposes from the excavation for all structures.

The volume of bridge excavation to be paid shall be the vertical 450 mm (18 inches) outside of and parallel to the neat lines of the footing. The vertical planes shall constitute the vertical faces of the volume for pay quantities regardless of excavation inside or outside of these planes.

103.3.3 Foundation Fill

The volume of foundation fill to be paid for will be the number of cubic metres measures in final position of the special granular material actually provided and placed below the foundation elevation of structures as specified, complete in place and accepted.

103.3.4 Shoring, Cribbing, and Related Work

Shoring, cribbing and related work whenever included as a pay item in Bill of

Quantities will be paid for at the lump sum bid price. This work shall include furnishing, constructing, maintaining, and removing any and all shoring, cribbing, cofferdams, caissons, bracing, sheeting water control, and other operations necessary for the acceptable completion of excavation included in the work of this Section, to a depth of 1.5 m below the lowest elevation shown on the Plans for each separable foundation structure.

103.3.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 103.3, shall be paid for at the contract unit price for each of the particular pay items listed below that is included in the Bill of Quantities. The payment shall constitute full compensation for the removal and disposal of excavated materials including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item, except as follows:

- (1) Any excavation for footings ordered at a depth more than 1.5 m below the lowest elevation shown on the original Contract Plans will be paid for as provided in Part K, Measurement and Payment, unless a pay item for excavation ordered below Plan elevation appears in the Bill of Quantities.
- (2) Concrete will be measured and paid for as provided under Item 405, Structural Concrete.
- (3) Any roadway or borrow excavation required in excess of the quantity excavated for structures will be measured and paid for as provided under Item 102.
- (4) Shoring, cribbing, and related work required for excavation ordered more than 1.5 m (60 inches) below Plan elevation will be paid for in accordance with Part K.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
803(1)a	Excavation	Cubic Meter

804(1)a – Embankment from Structural Excavation

104.1 Description

This Item shall consist of the construction of embankment in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

104.2 Material Requirements

Embankments shall be constructed of suitable materials, in consonance with the following definitions:

- 1. Suitable Material – Material which is acceptable in accordance with the Contract and which can be compacted in the manner specified in this Item. It can be common material or rock.

Selected Borrow, for topping – soil of such gradation that all particles will pass a sieve with 75 mm (3 inches) square openings and not more

than 15 mass percent will pass the 0.075 mm (No. 200) sieve, as determined by AASHTO T 11. The material shall have a plasticity index of not more than 6 as determined by ASSHTO T 90 and a liquid limit of not more than 30 as determined by AASHTO T 89.

2. Unsuitable Material – Material other than suitable materials such as:
 - (a) Materials containing detrimental quantities of organic materials, such as grass, roots and sewerage.
 - (b) Organic soils such as peat and muck.
 - (c) Soils with liquid limit exceeding 80 and/or plasticity index exceeding 55.
 - (d) Soils with a natural water content exceeding 100%.
 - (e) Soils with very low natural density, 800 kg/m³ or lower.
 - (f) Soils that cannot be properly compacted as determined by the Engineer.

104.3 Construction Requirements

104.3.1 General

Prior to construction of embankment, all necessary clearing and grubbing in that area shall have been performed in conformity with Item 100, Clearing and Grubbing.

Embankment construction shall consist of constructing roadway embankments, including preparation of the areas upon which they are to be placed; the construction of dikes within or adjacent to the roadway; the placing and compacting of approved material within roadway areas where unsuitable material has been removed; and the placing and compacting of embankment material in holes, pits, and other depressions within the roadway area.

Embankments and backfills shall contain no muck, peat, sod, roots or other deleterious matter. Rocks, broken concrete or other solid, bulky materials shall not be placed in embankment areas where piling is to be placed or driven.

Where shown on the Plans or directed by the Engineer, the surface of the existing ground shall be compacted to a depth of 150 mm (6 inches) and to the specified requirements of this Item.

Where provided on the Plans and Bill of Quantities the top portions of the roadbed in both cuts and embankments, as indicated, shall consist of selected borrow for topping from excavations.

104.3.2 Methods of Construction

Where there is evidence of discrepancies on the actual elevations and that shown on the Plans, a preconstruction survey referred to the datum plane used in the approved Plan shall be undertaken by the Contractor under the control of the Engineer to serve as basis for the computation of the actual volume of the embankment materials.

When embankment is to be placed and compacted on hillsides, or when new

embankment is to be compacted against existing embankments, or when embankment is built one-half width at a time, the existing slopes that are steeper than 3:1 when measured at right angles to the roadway shall be continuously benched over those areas as the work is brought up in layers. Benching will be subject to the Engineer's approval and shall be of sufficient width to permit operation of placement and compaction equipment. Each horizontal cut shall begin at the intersection of the original ground and the vertical sides of the previous cuts. Material thus excavated shall be placed and compacted along with the embankment material in accordance with the procedure described in this Section.

Unless shown otherwise on the Plans or special Provisions, where an embankment of less than 1.2 m (4 feet) below subgrade is to be made, all sod and vegetable matter shall be removed from the surface upon which the embankment is to be placed, and the cleared surface shall be completely broken up by plowing, scarifying, or steeping to a minimum depth of 150 mm except as provided in Subsection 102.2.2. This area shall then be compacted as provided in Subsection 104.3.3. Sod not required to be removed shall be thoroughly disc harrowed or scarified before construction of embankment. Wherever a compacted road surface containing granular materials lies within 900 mm (36 inches) of the subgrade, such old road surface shall be scarified to a depth of at least 150 mm (6 inches) whenever directed by the Engineer. This scarified materials shall then be compacted as provided in Subsection 104.3.3.

When shoulder excavation is specified, the roadway shoulders shall be excavated to the depth and width shown on the Plans. The shoulder material shall be removed without disturbing the adjacent existing base course material, and all excess excavated materials shall be disposed off as provided in Subsection 102.2.3. If necessary, the areas shall be compacted before being backfilled.

Roadway embankment of earth material shall be placed in horizontal layers not exceeding 200 mm (8 inches), loose measurement, and shall be compacted as specified before the next layer is placed. However, thicker layer maybe placed if vibratory roller with high compactive effort is used provided that density requirement is attained and as approved by the Engineer. Trial section to this effect must be conducted and approved by the Engineer. Effective spreading equipment shall be used on each lift to obtain uniform thickness as determined in the trial section prior to compaction. As the compaction of each layer progresses, continuous leveling and manipulating will be required to assure uniform density. Water shall be added or removed, if necessary, in order to obtain the required density. Removal of water shall be accomplished through aeration by plowing, blading, discing, or other methods satisfactory to the Engineer.

Where embankment is to be constructed across low swampy ground that will not support the mass of trucks or other hauling equipment, the lower part of the fill may be constructed by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers.

When excavated material contains more than 25 mass percent of rock larger than 150 mm in greatest diameter and cannot be placed in layers of the thickness prescribed without crushing, pulverizing or further breaking down the pieces

resulting from excavation methods, such materials may be placed on the embankment in layers not exceeding in thickness the approximate average size of the larger rocks, but not greater than 600 mm (24 inches).

Even though the thickness of layers is limited as provided above, the placing of individual rocks and boulders greater than 600 mm in diameter will be permitted provided that when placed, they do not exceed 1200 mm (48 inches) in height and provided they are carefully distributed, with the interstices filled with finer material to form a dense and compact mass.

Each layer shall be leveled and smoothed with suitable leveling equipment and by distribution of spalls and finer fragments of earth. Lifts of material containing more than 25 mass percent of rock larger than 150 mm in greatest dimensions shall not be constructed above an elevation 300 mm (12 inches) below the finished subgrade. The balance of the embankment shall be composed of suitable material smoothed and placed in layers not exceeding 200 mm (8 inches) in loose thickness and compacted as specified for embankments.

Dumping and rolling areas shall be kept separate, and no lift shall be covered by another until compaction complies with the requirements of Subsection 104.3.3.

Hauling and leveling equipment shall be so routed and distributed over each layer of the fill in such a manner as to make use of compaction effort afforded thereby and to minimize rutting and uneven compaction.

104.3.3 Compaction

Compaction Trials

Before commencing the formation of embankments, the Contractor shall submit in writing to the Engineer for approval his proposals for the compaction of each type of fill material to be used in the works. The proposals shall include the relationship between the types of compaction equipment, and the number of passes required and the method of adjusting moisture content. The Contractor shall carry out full scale compaction trials on areas not less than 10 m wide and 50 m long as required by the Engineer and using his proposed procedures or such amendments thereto as may be found necessary to satisfy the Engineer that all the specified requirements regarding compaction can be consistently achieved. Compaction trials with the main types of fill material to be used in the works shall be completed before work with the corresponding materials will be allowed to commence.

Throughout the periods when compaction of earthwork is in progress, the Contractor shall adhere to the compaction procedures found from compaction trials for each type of material being compacted, each type of compaction equipment employed and each degree of compaction specified.

Earth

The Contractor shall compact the material placed in all embankment layers and the material scarified to the designated depth below subgrade in cut sections, until a uniform density of not less than 95 mass percent of the maximum dry density determined by AASHTO T 99 Method C, is attained, at a moisture content determined by Engineer to be suitable for such density. Acceptance of compaction may be based on adherence to an approved roller pattern developed

as set forth in Item 106, Compaction Equipment and Density Control Strips.

The Engineer shall during progress of the Work, make density tests of compacted material in accordance with AASHTO T 191, T 205, or other approved field density tests, including the use of properly calibrated nuclear testing devices. A correction for coarse particles may be made in accordance with AASHTO T 224. If, by such tests, the Engineer determines that the specified density and moisture conditions have not been attained, the Contractor shall perform additional work as may be necessary to attain the specified conditions.

At least one group of three in-situ density tests shall be carried out for each 500 m of each layer of compacted fill.

Rock

Density requirements will not apply to portions of embankments constructed of materials which cannot be tested in accordance with approved methods.

Embankment materials classified as rock shall be deposited, spread and leveled the full width of the fill with sufficient earth or other fine material so deposited to fill the interstices to produce a dense compact embankment. In addition, one of the rollers, vibrators, or compactors meeting the requirements set forth in Subsection 106.2.1, Compaction Equipment, shall compact the embankment full width with a minimum of three complete passes for each layer of embankment.

104.3.4 Protection of Roadbed During Construction

During the construction of the roadway, the roadbed shall be maintained in such condition that it will be well drained at all times. Side ditches or gutters emptying from cuts to embankments or otherwise shall be so constructed as to avoid damage to embankments by erosion.

104.3.5 Protection of Structure

If embankment can be deposited on one side only of abutments, wing walls, piers or culvert headwalls, care shall be taken that the area immediately adjacent to the structure is not compacted to the extent that it will cause overturning of, or excessive pressure against the structure. When noted on the Plans, the fill adjacent to the end bent of a bridge shall not be placed higher than the bottom of the backfill of the bent until the superstructure is in place. When embankment is to be placed on both sides of a concrete wall or box type structure, operations shall be so conducted that the embankment is always at approximately the same elevation on both sides of the structure.

104.3.6 Rounding and Warping Slopes

Rounding-Except in solid rock, the tops and bottoms of all slopes, including the slopes of drainage ditches, shall be rounded as indicated on the Plans. A layer of earth overlaying rock shall be rounded above the rock as done in earth slopes.

Warping-adjustments in slopes shall be made to avoid injury in standing trees or marring of weathered rock, or to harmonize with existing landscape features, and the transition to such adjusted slopes shall be gradual. At intersections of cuts and fills, slopes shall be adjusted and warped to flow into each other or into the natural ground surfaces without noticeable break.

104.3.7 Finishing Roadbed and Slopes

After the roadbed has been substantially completed, the full width shall be conditioned by removing any soft or other unstable material that will not compact properly or serve the intended purpose. The resulting areas and all other low sections, holes or depressions shall be brought to grade with suitable selected material. Scarifying, blading, dragging, rolling, or other methods of work shall be performed or used as necessary to provide a thoroughly compacted roadbed shaped to the grades and cross-sections shown on the Plans or as staked by the Engineer.

All earth slopes shall be left with roughened surfaces but shall be reasonably uniform, without any noticeable break, and in reasonably close conformity with the Plans or other surfaces indicated on the Plans or as staked by the Engineer, with no variations therefrom readily discernible as viewed from the road.

104.3.8 Serrated Slopes

Cut slopes in rippable material (soft rock) having slope ratios between 0.75:1 and 2:1 shall be constructed so that the final slope line shall consist of a series of small horizontal steps. The step rise and tread dimensions shall be shown on the Plans. No scaling shall be performed on the stepped slopes except for removal of large rocks which will obviously be a safety hazard if they fall into the ditchline or roadway.

104.3.9 Earth Berms

When called for in the Contract, permanent earth berms shall be constructed of well graded materials with no rocks having a diameter greater than 0.25 the height of the berm. When local material is not acceptable, acceptable material shall be imported, as directed by the Engineer.

Compacted Berm

Compacted berm construction shall consist of moistening or drying and placing material as necessary in locations shown on the drawings or as established by the Engineer. Material shall contain no frozen material, roots, sod, or other deleterious materials. Contractor shall take precaution to prevent material from escaping over the embankment slope. Shoulder surface beneath berm will be roughened to provide a bond between the berm and shoulder when completed. The Contractor shall compact the material placed until at least 90 mass percent of the maximum density is obtained as determined by AASHTO T 99, Method C. The cross-section of the finished compacted berm shall reasonably conform to the typical cross-section as shown on the Plans.

Uncompacted Berm

Uncompacted berm construction shall consist of drying, if necessary and placing material in locations shown on the Plans or as established by the Engineer. Material shall contain no frozen material, roots, sod or other deleterious materials. Contractor shall take precautions to prevent material from escaping over the embankment slope.

104.4 Method of Measurement

The quantity of embankment to be paid for shall be the volume of material compacted in place, accepted by the Engineer and formed with material obtained from any source.

Material from excavation per Item 102 which is used in embankment and accepted by the Engineer will be paid under Embankment and such payment will be deemed to include the cost of excavating, hauling, stockpiling and all other costs incidental to the work.

Material for Selected Borrow topping will be measured and paid for under the same conditions specified in the preceding paragraph.

104.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 104.4, shall be paid for at the Contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities. The payment shall continue full compensation for placing and compacting 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
804(1)a	Excavation	Cubic Meter

804(4) - GRAVEL BEDDINGS

1.03.1 SCOPE

The work under this Section shall include furnishing, placing on approved subgrade and compacting the graded sand and gravel to the thickness indicated on the Drawings or as established by the Engineer.

If required on the drawings, the furnishing and installation of filter fabric shall also be included in this Section.

1.03.2 MATERIALS

Materials for the gravel blanket shall meet all the requirements for 50 mm coarse aggregate.

1.03.3 PLACING

The material shall be dumped on the prepared subgrade and spread in layers having an uncompacted thickness of not more than 25 centimeters. Each layer shall be compacted to achieve a relative density of 70% as determined by USBR Test E-12 by four complete passes of a vibratory compactor. The Contractor has the option to adopt any method of compacting the layers of materials approved by the Engineer.

1.03.4 METHOD OF MEASUREMENT

Gravel Bedding will be measured by the cubic meter of materials acceptably placed and computed based on the neat lines and dimensions shown on the Drawings.

If materials placed by the contractor are more than what is required, the excess materials will not be measured for payment.

1.03.5 BASIS OF PAYMENT

The volume measured as provided above shall be paid at the unit contract price per cubic meter, which price and payment shall constitute full compensation for furnishing all materials, supplies, labor, tools, equipment and all incidentals or subsidiary works necessary for the successful completion of the work described under this Section. Excavation involved under this Section is not considered a subsidiary work, hence it will not be measured for payment under this Section. Rather, it will be measured and paid for under Structure Excavation.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
804(4)	Gravel Bedding	Cu.m.

ITEM 900 - STRUCTURAL CONCRETE

900.1 Description

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

900.2 Materials Requirements

900.2.1 Portland Cement

This shall conform to the requirement of ITEM 700, Volume II (BlueBook), Hydraulic cement.

900.2.2 Concrete Aggregates

Concrete aggregate shall conform to the requirements of subsection 311.2.2 and 311.2.3 under Item 311 of Volume II, (Blue Book) 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 may be 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 sides of forms of the member for which the concrete is to be used nor larger

than three-fourths of the minimum clear spacing between individual reinforcing bars or bundles of bars or pretensioning strands.

900.2.2.1 Aggregate Tests

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 aggregate shall be used until official advice has been received that it has satisfactorily 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 E, of Volume II, (BlueBook).

900.2.4 Metal Reinforcement

Reinforcing steel bars shall conform to the requirements of the following Specifications:

Deformed & Plain Billet Steel Bars for concrete Reinforcement (ASTM A 615)

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.

Bar and rod mats for concrete

reinforcement ASTM A

187

Cold-Drawn Steel Wire for (ASTM A 82)

concrete reinforcement AASHTO M 32

Welded steel wire fabric (ASTM A 185)

for concrete reinforcement AASHTO M55

except that the weld 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 hotdip 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

53 Steel Pipe for concrete-filled ASTM A
pipe columns

377 Cast-Iron Pipe for composite ASTM A
columns

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 the 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 of 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 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 28.1 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 I 900.1 may be used provided that the relationship between strength and I 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 I 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 temperatures which weight shall have a water-cement ratio not exceeding 6 gal per bag 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 NO.1)

Specified compressive strength at 28 days, psi fc	Maximum permissible water-cement ratio			
	Non air-entrained concrete		Air-entrained concrete	
	U.S. gal. per 42.6 kg. bag of cement	Absolute ratio by weight	U.S. gal per 42.6 kg. bag of cement	Absolute ratio by weight
2500	7 ¼	0.642	6 ¼	0.554
3000	6 ½	0.576	5 ¼	0.465
3500	5 ¾	0.510	4 ½	0.399
4000	5	0.443	4	0.354

900.3.3 Concrete Proportions and Consistency

The proportions of aggregate to cement for any concrete shall be such as to produce a mixture which will work readily into the corners and angles of 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 place 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 a basis for 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 yd of structural concrete, but there shall be at least one test for each days concreting. The Building Official 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 a 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 Building Official 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 Of, where specified, the earlier age at which the concrete is to receive its full load or maximum j 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 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 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 Building Official, 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 tests 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 ratio, F_{sp} , for a particular aggregate, test of concrete shall be made as follows:

1. Twenty four (24) 15 cm. dia. by 30 cm long (6 in. dia. by 12 in. long) cylinders shall be made in accordance with ASTM C 192, twelve at a 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 drying at 23C (73F) and 50 percent 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 fill, shall have a minimum compressive strength at 28 days of 140 kilograms per square centimeter (2000 psi).

900.3.8 Batching

Batching shall conform to the requirements of Item 405, Structural Concrete.

900.3.9 Mixing and Delivery

Mixing and delivery shall conform to the requirements of Item 405, Structural Concrete.

900.4 Concrete Surface Finishing: General

This shall be in accordance with Item 407, Concrete Structures.

900.5 Curing Concrete (See subsection 407)

900.6 Acceptance of Concrete

The strength of concrete shall be deemed acceptable if the average of 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 and 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 Bid Schedule, unless changes in design are made in which case the quantity shown in the Bid Schedule 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 of structural concrete completed in place will be paid for at the contract unit price for cubic meter as indicated on the Bid Schedule.

Pay Item	Description	Unit of measurement
900	Structural Concrete	Cubic Meter

Such prices and payment shall be full compensation for furnishing all materials, including metal water stops, joints, joint fillers, weep holes, 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 necessary 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.

ITEM 902(1) - REINFORCING STEEL BARS

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
902(1)	Reinforcing Steel Bars	Kilogram

ITEM 903(2) - FORMS AND SCAFFOLDINGS

2.01 Description

This Item shall consist of furnishing, assembling and placing of forms and scaffoldings 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.

2.02 Material Requirements

Marine Plywood (1/4" or 1/2") for forms or equivalent or as approved by the engineer and Lumber or steel scaffoldings or a combination hereof were the materials required under this section.

2.03 Basis of Payment

The accepted quantity, measured as prescribed in this Section , shall be paid for at the contract unit price for Forms and Scaffoldings 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
903(2)	Forms and Scaffoldings	Lot

ITEM 1046 – MASONRY WORKS

504.1 Clay or Shale Brick

Brick shall conform to the requirements of one of the following specifications:

- Sewer Brick - AASHTO M 91, Grade SM
- Sewer Brick - ASTM C 32, Grade SM
- Building Brick - AASHTO M 114, Grade SW, or ASTM C 62, Grade SW

The grade will be shown on the Plans or in the Special Provisions.

504.2 Concrete Brick

Concrete brick shall conform to the requirements of ASTM C 55, Grade A.

504.3 Concrete Masonry Blocks

Concrete masonry blocks may be rectangular or segmented and, when specified, shall have ends shaped to provide interlock at vertical joints.

Solid blocks shall conform with the requirements of ASTM C 139 or ASTM C 145, grade as specified. Hollow blocks shall conform to the requirements of ASTM C 90, grade as specified.

Dimensions and tolerances shall be as individually specified on the Plans.

504.3.1 CEMENT PLASTER FINISH

504.3.1.1 Description

This Item shall consist of furnishing all cement plaster materials, labor, tools and equipment required in undertaking cement plaster finish as shown on the Plans and in accordance with this Specification.

504.3.1.2 Material Requirements

Manufactured materials shall be delivered in the manufacturer's original unbroken packages or containers which are labelled plainly with the manufacturer's name and trademark.

504.3.1.2.1 Cement

Portland cement shall conform with the requirements as defined in Item 700, Hydraulic Cement.

504.3.1.2.2 Hydrated Lime

Hydrated lime shall conform with the requirements as defined in item 701, Hydrated Lime.

504.3.1.2.3 Fine Aggregates

Fine aggregates shall be clean, washed sharp river sand and free from dirt, clay, organic matter or other deleterious substances. Sand derived from crushed gravel or stone may be used with the Engineer's approval but in no case shall such sand be derived from stone unsuitable for use as coarse aggregates.

504.3.1.3 Construction Requirements

504.3.1.3.1 Mixture

Mortar mixture for brown coat shall be freshly prepared and uniformly mixed in the proportion by volume of one part Portland Cement, three (3) parts sand and one fourth (1/4) part hydrated lime.

Finish coat shall be pure Portland Cement properly graded conforming to the requirements of Item 700, Hydraulic Cement and mixed with water to approved consistency and plasticity.

504.3.1.3.2 Surface Preparation

- a) After removals of formworks reinforced concrete surfaces shall be roughened to improve adhesion of cement plaster.
- b) Surfaces to receive cement plaster shall be cleaned of all projections, dust, loose particles, grease and bond breakers. Before any application of brown coat is commenced all surfaces that are to be plastered shall be wetted thoroughly with clean water to produce a uniformly moist condition.

504.3.1.3.3 Application

- a) Brown coat mortar mix shall be applied with sufficient pressure starting from the lower portion of the surface to fill the grooves and to prevent air pockets in the reinforced concrete/masonry work and avoid mortar mix drooping. The brown coat shall be lightly broomed/ or scratch before surface had properly set and allowed to cure.
- b) Finish coat shall not be applied until after the brown coat has seasoned for seven days and corrective measures had been done by the Contractor on surfaces that are defective. Just before the application of the finish coat, the brown coat surface shall be evenly moistened with potable water. Finish coat shall be floated first to a true and even surface, then troweled in a manner that will force the mixture to penetrate into the brown coat. Surfaces applied with finish coat shall then be smooth with paper in a circular motion to remove trowel marks, checks and blemishes. All cement plaster finish shall be 10 mm thick minimum on vertical concrete and/or masonry walls.

Wherever indicated on the Plans to be "Simulated Red Brick Finish", the Contractor shall render brick design on plaster surface before brown coat had properly set and then allowed to dry. Cement plaster shall not be applied directly to:

- a) Concrete or masonry surface that had been coated with bituminous compound and,
- b) Surfaces that had been painted and previously plastered.

504.3.1.3.4 Workmanship

Cement plaster finish shall be true to details and plumb. Finish surface shall have no visible junction marks where one (1) Day's work adjoins the other. Where directed by the Engineer or as shown on the Plans vertical and horizontal groove joints shall be 25 mm wide and 10 mm deep.

504.3.1.4 Method of Measurement

All cement plaster finish shall be measured in square meters or part thereof for work actually completed in the building.

504.3.1.5 Basis of Payment

The work quantified and determined as provided in the Bill of Quantities shall be paid for at the Contract Unit Price which price constitutes full compensation including labor, materials, tools and equipment and incidentals necessary to complete this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
4.a	CHB Laying	m ²
4.b	Plastering Works	m ²

ITEM 1006 - DOORS AND WINDOWS

6.1 Description

This Item shall consist of furnishing all materials, hardware, plant, tools, labor and services necessary for complete fabrication and installation of wooden doors and windows of the type and size as shown I on the Plans and in accordance with the following specifications and I applicable specifications under Item 1003 on Carpentry and Joinery I Works.

6.2 Material Requirements

6.2.1 Lumber

Lumber of doors, windows and jambs, and panels when required, shall be kiln-dried with moisture content of not more than 14% and shall be of the specie indicated on the Plans and/or specified under Item 1003 on Carpentry and Joinery Works.

6.2.2 Plywood.

Plywood for veneer of solid core and hollow core flush doors shall be 3-ply, rotary cut, 6mm thick ordinary plywood, Class B grade. Marine or waterproof plywood, rotary cut, 3-ply, 6 mm thick shall be used for flush doors at toilets and bathrooms or at places where these are exposed to moisture.

6.2.3 Adhesive

Adhesive shall be water resistant resins and shall be non-staining.

6.2.4 Glass

Glass for window panes shall be 3 mm thick, smoked or Industry type unless otherwise shown on the Plans or indicated in the Schedule of Doors and Windows.

6.2.5 Capiz Shells

Capiz shells, when required for window sashes, shall be of selected quality, free from dirt or blemishes and shall be large enough to obtain flat square piece.

6.2.6 Hardware

Hardware shall be as specified under Item 1004 on Building Hardware.

6.3 Construction Requirements

6.3.1 Fabrication

Wooden doors and windows, including frames, shall be fabricated in accordance with the designs' and sizes shown on the Plans. The fabricated products shall be finished square, smoothly sanded and free from damage or war page.

a. Flush Type Hollow Core Doors

Flush type hollow core doors shall be adequately framed with stiles and top and bottom rails having a minimum thickness of 44 mm and width of 75 mm. Two intermediate rails at least 44 mm wide shall be provided for stiffness.

The stiles and the top and bottom rails shall be rebuted at least 10 mm wide to receive the 6 mm thick plywood veneer. A lock block shall be provided at each stile, long enough to connect to the two intermediate rails and at least 75 mm wide for mounting the lockset.

The plywood veneer shall be glued and nailed to the framing with 25 mm long

finishing nails space at not more than 150 mm on centers.

b. Flush Type Solid Core Doors

Flush type solid core doors shall be fabricated in the same manner as the hollow core type except that spaces between stiles and rails shall be filled and fitted with wood blocks of the same specie and of uniform thickness thinner by about the thickness of the plywood veneers. The filler blocks shall be secured to either stiles or rails by nails. Stiles and rails of flush type doors shall be joined by means of blind mortise and tenon joint, tightly fitted, glued and locked with bamboo pin 5 mm round.

c. Panel doors

Stiles and rails of panel doors shall have a minimum thickness of 44 mm and width of 140 mm.

Stiles minimum thickness of 44 mm and width of 140 mm. Rails shall be framed to stiles by mortise and tenon joints. Rabbets or grooves of stiles by mortise and tenon joints. Rabbets or grooves of stiles and rails to receive panels shall be 6.5 mm wide and 20 mm deep. Integral moldings formed on both faces of stiles and rails framing the panels shall be true to shape and well defined. Intersections of moldings shall be mitered and closely fitted.

Panels of the same specie and having a minimum thickness of 20 mm shall be beveled around its edges up to a minimum width of 50 mm, both faces. The beveled edges shall closely fit into the grooves of stiles and rails, but free to move to prevent splitting when shrinkage occurs.

d. Window Sashes with Glass Panes or Wood Panels

Window sashes shall be fabricated in conformity with the design, size and type of installation shown on the Plans. Unless otherwise shown on the Plans, stiles and rails shall be Tanguile with minimum thickness of 30 mm and width of 70 mm. Jointing of stiles and rails shall be mortise and tenon secured with glue and bamboo pin. Stiles and rails shall rebut at the exterior face for mounting glass panes or wood panels. Integral moldings formed as frames for panes or panels shall be true to shape, sharply defined and mitered at joints. Separate moldings, of the same design shall be provided for fixing glass panes and wood panel from the outside.

e. Window Sashes with Capiz Shells

Stiles and rails shall be of the same sizes specified under Item 1010.3.1 (d) and assembled with mortise and tenon joint. Unless otherwise indicated on the Plans, lattices for framing capiz shall be tanguile, 8 mm thick and 15 mm wide, spaced at not more than 60 mm on centers both ways. Grooves 2 mm wide and 5 mm shall be made at sides of lattices to receive the preformed capiz shells.

The lattices shall be assembled with half lap joints at their intersections and the assembled lattices containing the capiz shells shall be framed into the stiles and rails.

Selected capiz shells shall be washed to remove dirt and blemishes and drier

under the sun for bleaching effect. Capiz shells shall be cut square to required sizes with sharp bench cutter to produce non-serrated and non-peeling edges.

f. Sliding Type Window Sashes

Stiles of sliding type window sashes shall be framed to the top and bottom rails with mortise and tenon joints. Tenons shall be formed on the stiles. Joints shall be tightly fitted, glued and locked with bamboo pins. Top and bottom rails shall be 10 mm wider than the stiles. Top rails shall be rabbeted to form tongue flush with the outer face, with width of 8 mm and height of 10 mm. The stiles and rails shall be rabbeted as specified under Item 1010.3.1 (d) to receive glass panes or wood panels.

g. Awning Type Window Sashes

Tenons of rails shall be fitted into the mortises formed on the stiles and the joints glued and locked. The stiles and rails shall be rabbeted as specified under Item 1010.3.1 (d) for mounting of glass panes. Series of sashes to be installed vertically shall have their meeting rails rabbeted for half lapping when in closed position.

h. Casement Type Window Sashes

Rails of casement type window sashes shall be fitted to stiles with mortise and tenon joint. Tenons shall be formed in the rails. Meeting rails shall be rabbeted to provide for half lapping when in closed position. The stiles and rails shall be rabbeted as specified under Item 1010.3.1 (d) for mounting of glass panes or wood panels.

i. Door and Window Frames

Framing of the specie(s) specified under Item 1003 shall be fabricated in conformity with the profile and sizes shown on the Plans. Frames shall be assembled with tightly fitted tongue and groove joint mitered at both sides, and nailed. The assembled frames shall be finished square and flat on the same plane. Assembled frames shall be braced temporarily to prevent their distortion during delivery to the site and installation.

6.3.2 Installation

a. Frames shall be set plumb and square in concrete/masonry work or framework of walls or partitions. Frames set in concrete or masonry shall be painted with hot asphalt at its contact surface and provided with two rows of common wire nails 100 mm long for anchorage. The nails shall be staggered and spaced at 300 mm on center along each row. Frame set in concrete shall be installed in place prior to concrete work.

Frames set in masonry work may be installed after laying of hollow concrete blocks, bricks or adobe. Space between frames and masonry shall be fully filled with cement mortar proportioned 1:3.

b. Hinged Doors

Hinged doors, whether panel or flush type with standard height of 2100 mm

and width of not more than 900 mm shall be hung with four loose-pin butt hinges, 100 mm x 100 mm. Swing out exterior doors shall be hung with four fast-pin butt hinges. Two hinges shall be fitted 150 mm from top and bottom edge of door. The other two hinges shall be fitted at third points between top and bottom hinges. Care should be taken to ensure that the hinges are fitted such that their pins are aligned for ease of pin insertion and smoothness of operation. For added smoothness pins should be lightly greased. Hammering of hinges to attain proper, alignment shall not be allowed.

For wider and heavier doors such as narra panel doors, an additional hinge shall be fitted 100 mm below the top hinge to counteract the door tilting action.

Mounting screws shall be screwed in place in their entire length, not forced into place by hammering. Hammering of screw into place shall not be permitted.

c. Sliding Doors

Overhead tracks, standard, locally manufactured as per Plans shall be installed level and mounting bracket secured in place with lag screws supplied with the set. Bracket shall be spaced 1000 mm 'on centers. Hangers, two each per door leaf, shall be per fitted and bolted to the door rail. For panel doors the hangers shall be centered on the door stiles. For flush doors, the hangers shall be centered 100 mm from the edges of the door. If there is no adequate space for installing the door with its attached rollers, through either end of the track the per fitted hangers shall be disassembled for connection to the rollers.

After installation on the track, set the door plumb and in alignment by means of the adjustment mechanism integrated with the roller assembly.

d. Lock Installation

Locks of doors shall be fitted at the same height, centered 1000 mm above the finished floor level. Locks shall be installed in conformity with the templates and instructions supplied with locksets. Holes for mounting locks shall be properly formed to provide snug fit and rigid attachment of the locks to the doors. Strike plates shall be fitted on the door frame in true alignment with the lock latch.

e. Sliding Type Window Sashes

Sashes shall be trimmed to fit height of opening. A clearance of 2 mm shall be provided between the tongue's base at the top rail and the bottom of the window head. Paraffin wax shall be applied to contacts of sliding surfaces. The bottom rails shall be fitted with standard brass guided spaced 75 mm from both ends of the rail, mounted flush with the inner face and secured with three brass screws each guide.

f. Casement Type Window Sashes

Sashes shall be trimmed to fit size of opening, with provision for half lapping of meeting stiles. Right side sash shall lap onto the left side sash. Sashes shall be fitted with two brass-plated narrow hinges, 50 mm x 75 mm, spaced 150 mm from top and bottom of stiles. In lieu of hinges, sashes maybe hung with cadmium-plated steel

casement adjusters 200 mm long, subject to prior approval of the Engineer. The top and bottom rails of casement type window sashes shall be milled to provide for the installation of adjusters.

g.Awning type Window Sashes

Installation of awning type sashes shall be by means of casement adjusters specified under Item 1010.3.2 (f).

6.3 Measurement and Payment

Frames of doors and windows shall be measured and paid for on the basis of number of sets completely installed and accepted by the Engineer.

Doors and windows shall be measured and for based on the number of square meters involved in the completed and accepted installation. Payment per square meter shall include cost of required hardware and all incidental expenses, but exclusive of locks for doors. Locks shall be paid for per set completely installed.

Pay Item Number	Description	Unit of Measurement
1046	Doors and Windows	Sq.m.

ITEM 1003(1) - CEILING WORKS

9.1 Description

The work under this Item shall consist of furnishing all required materials, fabricated woodwork, tools, equipment and labor and performing all operations necessary for the satisfactory completion of all carpentry and joinery works in strict accord with applicable drawings, details and these Specifications.

9.2 Material Requirements

9.2.1 Lumber

Lumber of the different species herein specified for the various parts of the structure shall be well seasoned, sawn straight, sundried or kilndried and free from defects such as loose unsound knots, pitch I~- pockets, sapwood, cracks and other imperfections impairing its strength, durability and appearance.

8.2.1.1 Grades of Lumber and Usage

a.Stress grade is seasoned, close-grained and high quality lumber 1~ of the specified specie free from defects and suitable for sustaining heavy loads.

Stress grade lumber shall be used for wooden structural members, subject to heavy loads, and for sub-floor, framing embedded or in contact with concrete or masonry.

b. Select grade lumber of the specified specie is generally of high quality, of good appearance, without imperfections, and suitable for use without waste due to defects and suitable also for natural finish.

Select grade lumber shall be used for flooring; sidings, facia and it base boards, trims, mouldings, millwork, railings, stairs, cabinet work, shelvings, doors, windows and frames of openings.

c. Common grade lumber has minimum tight medium knot not larger, than 25 mm in diameter, with minimal imperfections, without sapwood, without decay, insect holes, and suitable for use with some waste due to minor defects and suitable also for paint finish.

Commongrade lumber shall be used for light framework for wall partitions, ceiling joist and nailers.

9.2.1.2 Lumber Species and Usage

Unless otherwise specified on the Plans, the following lumber species shall be used as indicated:

a. Yacal (stress grade) for structural member such as post, girders, girts, sleepers door and window frames set or in contact with concrete or masonry.

b. Guijo (select grade) for door and window frames set in wooden framework, for stairs, for roof framing supporting ceramic or cement tiles, for floor joists and other wooden structural parts.

c. Apitong (common grade) for roof framing supporting light roofing materials such as galvanized iron, aluminum or asbestos sheets, for wall framing, ceiling joists, hangers and nailers.

d. Tanguile (select grade) for doors and windows, facia and base boards, trims, mouldings, millwork, railings, stairs, cabinet, work, shelvings, flooring and siding.

e. Narra (select grade) for stair railings, flooring boards, wall panels base boards, trims, mouldings, cabinet work, millwork, doors and windows when indicated as such in the Plans.

f. Dao (select grade) for parts of the structure as enumerated under Section 1003.2.1.2 (e), when indicated as such on the Plans.

9.2.1.3 Moisture Content

Rough lumber for framing and siding boards shall be air-dried or sun-dried such that its moisture content shall not exceed 22 percent. Dressedlumber for exterior and interior finishing, for doors and windows, millwork, cabinet work and flooring boards shall be kiln-dried and shall not have moisture content in excess of 14 percent at the time of installation in the structure.

9.2.1.4 Substitution in Lumber Specie

Any lumber equally good for the purpose intended may be substituted for the specified kind subject to the prior approval of the Engineer, provided the substitution shall be of an equal or better specie acceptable to the Engineer. In case of substitution with better specie, no additional cost therefore shall be allowed to the contractor.

9.2.2 Plyboard

Plyboard shall be good grade and made of laminated wood strips of uniform width and thickness bounded together with water resistant resin glue. The laminated core shall be finished both faces with select grade tanguile or red lauan veneers not less than 2 mm thick similarly bonded to the core. The plyboard of not less than 19 mm thick shall be free 'from defects such as split in veneer, buckling or warping.

9.2.3 Plywood

Plywood shall conform to the requirements of the Philippine Trade Standards 631-02. Thickness of a single layer laminae shall not be less than 2 mm. The laminae shall be superimposed in layers with grains crossing at right angles in successive layers to produce stiffness. The face veneers shall be rotary cut from select grade timber. The laminae and face veneers shall be bonded with water resistant resin glue, hot pressed and pressure treated. Ordinary tanguile or red lauan plywood with good quality face veneers, 6 mm thick shall be used for double walling and ceiling not exposed to moisture; waterproof or marine plywood shall be used for ceiling exposed to moisture such as at toilets and eaves, and ceiling to be finished with acrytex.

9.2.4 Lawanit

Lawanit, when required per plans, shall be 6 mm thick, tempered or oil impregnated for moisture/water resistance. Texture of lawanit shall be subject to the approval of the Engineer.

9.2.5 Materials Other Than Lumber

9.2.5.1 Plastic Sheet

When required for counter top, plastic sheet such as Formica shall not be less than 1.50 mm thick and shall have hard, durable and glossy surface resistant to stain, abrasion and heat. Color and design shall be as selected from the manufacturer's standard and approved by the Engineer.

9.2.5.2 Glue

Glue shall be from water resistant resins which, upon hardening, shall not dissolve nor lose its bond or holding power even when soaked with water for extended period.

Glue in powder form be in sealed container and shall be without evidence of lumping or deterioration in quality.

9.2.5.3 Fasteners

Nails, screw, belts and straps shall be provided and used where suitable for fixing carpentry and joinery works. All fasteners shall be brand new and of adequate size to ensure rigidity of connections.

a. Nails of adequate size shall be steel wire, diamond-pointed, ribbed shank and bright finish.

b. Screws of adequate size shall be cadmium or brass plated steel with slotted head.

c. Lag screws of adequate size, for anchoring heavy timber framing in concrete or masonry, shall be galvanized steel.

d. Bolts and nuts shall be of steel having a yield point of not less than 245 MPa. Bolts shall have square heads and provided with standard flat steel washers and hexagonal nuts. Threads shall conform to American coarse thread series. The threaded portion shall be long enough such that the nut can be tightened against the bolted members without any need for blocking. The bolt's threaded end shall be finished smooth for ease of engaging and turning of the nut.

e. Wrought iron straps or angles, when required in conjunction with bolts or lag screws to provide proper anchorage, shall be of the shape and size shown on the Plans.

9.3 Construction Requirements

9.3.1 Quality of Materials

All materials to be incorporated in the carpentry and joinery works shall be of the quality specified under Section 2. Before incorporation in work, all materials shall have been inspected/accepted by the Engineer or his authorized representative.

9.3.2 Storage and Protection of Materials

Lumber and other materials shall be protected from dampness during and after delivery at the site. Materials shall be delivered well in advance of actual need and in adequate quantity to preclude delay in the work. Lumber shall be piled in orderly stack at least 150 mm above ground and at sheltered place where it will be of least obstruction to the work.

9.3.3 Shop Drawings

Shop drawings complete with essential dimensions and details of construction, as may be required by the Engineer in connection with carpentry and joinery work, shall be submitted for approval before proceeding with the work.

9.3.4 Rough Carpentry

Rough carpentry covers timber structural framing for roof, flooring, siding, partition and ceiling.

a. Framing shall be stress grade or common grade lumber of the specie specified under Section.

b. Rough carpentry shall be done true to lines, levels and dimensions. It shall be squared, aligned, plumbed and well fitted at joints.

c. Trusses and other roof framing shall be assembled, fitted and set to exact location and slope indicated on the Plans.

d. Fasteners, connectors and anchors of appropriate type and number shall be provided and fitted where necessary.

e. Structural members shall not be cut, bored or notched for the passage of conduits or pipes without prior approval of the Engineer. Members damaged by such cutting or boring shall be reinforced by means of specifically formed and approved steel plates or shapes, otherwise, damaged structural members shall be removed and replaced to the satisfaction of the Engineer.

f. Timber framing in contact with concrete or masonry shall be treated with termite-proofing solution and after drying coated with bituminous paint.

9.3.5 Finished Carpentry

Finished carpentry covers works on flooring, siding and ceiling boards, stairs, cabinets, fabricated woodwork, millwork and trims.

a. Framing lumber shall be select grade, free from defects and where exposed in finished work, shall be selected for color and grain.

b. Joints of framing shall be tenoned, mortised or doweled where suitable, closely fitted and secured with water resistant resins glue. Exterior joints shall be mitered and interior angles coped.

c. Panels shall be fitted allow for contraction or expansion and insure that the panels remain in place without warping, splitting and opening of joints.

d. Plyboard shall be as specified under Section 1003.2.3 unless otherwise indicated on the Plans.

e. Plywood shall be specified under Section 1003.2.4.

f. Exposed edges of plywood or plywood for cabinets shall be provided with select grade hardwood strips, rabbetted as necessary, glued in place and secured with finishing nails. To prevent splitting, hardwood for trims shall be drilled before fastening with nails or screws.

g. Fabricated woodwork shall be done preferably at the shop. It shall be done true to details and profiles indicated on the Plans.

Where set against concrete or masonry, woodwork shall be installed when curing is completed.

h. Exposed wood surfaces shall be free from disfiguring defects such as raised grains, stains, uneven planning, sanding, tool marks and scratches.

Exposed surfaces shall be machine or hand sanded to an even smooth surface, ready for finish.

9.3.6 Basis of Payment

The accepted quantity, measured as prescribed in this Section , shall be paid for at the contract unit price for Ceiling Works 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
1003(1)	Ceiling Works	Sq.m.

ITEM 1018 - TILEWORKS

13.1 Description

This Item shall consist of furnishing all ceramic tiles and cementitious materials, tools and equipment including labor required in undertaking the proper installation of walls and floor tiles as shown on the Plans and in accordance with this Specification.

13.2 Material Requirements

13.2.1 Ceramic tiles and trims shall be made of clay, or a mixture of clay and other materials which is called the body of the tile. Tile bodies are classified by ASTM C 242 as to their degree of water absorption. Ceramic tiles and trims are manufactured either by dust-pressed process in which the clays are ground to dust mixed with a minimum of water shaped in steel dies and then fired or by plastic process in which the clays are made plastic by mixing with water, shaped by extrusion or in molds and then fired.

13.2.1.1 Glazed Tiles and Trims

Glazed tiles' and trims shall have an impervious face of ceramic materials fused onto the body of the tiles and trims. The glazed surface may be clear white or colored depending on the color scheme approved by the Engineer. Standard glazes may be bright (glossy) semimatte (Less glossy) matte (dull) or crystalline (mottled and textured; good resistance to abrasion). Glazed tiles are used principally for walls; crystalline glazed tiles may be used for floors provided however that these are used as light duty floors.

13.2.1.2 Unglazed Tiles

Unglazed tiles shall be hard dense tile of homogeneous composition.

Its color and characteristics are determined by the materials used in the body, the method of manufacture and the thermal treatment. It is used primarily for floors and walks.

13.2.1.3 Trims

Trims are manufactured to match wall tile color, texture and to coordinate with it in dimension. These are shaped in various ceramic trim units such as caps, bases, coves, bullnoses, corners, angles, etc.that are necessary for edging or making a transition between intersecting planes.

13.2.1.4 Accessories

Accessories like some soap holders and shall be made wall mounted type with colors to reconcile with the color of the adjacent wall tiles.

13.2.1.5 Cement

Cement shall be Portland conforming to the specification requirements defined in Item 700, Hydraulic Cement.

13.2.1.6 Sand

Sand shall be well graded fine aggregate clean river sand, free from soluble salts and organic impurities.

13.2.1.7 Lime

Lime shall be hydrated lime with free un hydrated oxide and magnesium oxide content not to exceed 8 percent by weight.

13.3 Construction Requirements

Tile work shall not be started until roughing-ins for plumbing, electrical and other trades have been completed and tested. The work of all other trades shall be protected from damage.

Surface Preparation

a) Mortar mix for scratch coat and setting bed shall consist of one part Portland cement 1/4 part lime and 3 parts sand by volume. Surface to receive tile must be level, true to elevation, dry, free from dirt, oil and other ointments. Allow at least seven days curing of scratch coat and setting bed.

Installation work shall not be allowed to proceed until unsatisfactory conditions are corrected.

b) Bond coat shall be portland cement paste.

13.3.1.1 Thoroughly dampen surfaces of masonry or concrete walls before scratch coat is applied.

13.3.1.2 On masonry or concrete surface first apply a thin coat with pressure, then bring it out sufficiently to compensate for the major irregularities of the surface to a thickness not less than 10 mm. at any point.

13.3.1.3 Evenly rate scratch coat to provide good mechanical key before the mortar mix has fully hardened.

13.3.2 Installation Procedure

Ceramic tiles shall be soaked in clean water prior to installation for a minimum of one hour

Ceramic Glazed Wall Tiles

a) Determine and mark layout of ceramic tiles, joint location, position of trims and fixtures so as to minimize cut less than one-half tile in size.

b) Thoroughly dampen surface of wall but do not saturate surface.

c) Apply a bond coat mix with consistency of cream paste 1.5 mm thick to the wall surface or to the back of the tile to be laid.

d) Lay the tiles true to profile then exert pressure and tamp tile surface before the bond coat mix has initially set.

e) Continue with the next full tile to be laid and pressed firmly upon the setting bed tamped until flush and in place of the other tiles.

f) Intersections and returns shall be formed accurately using the appropriate trims.

g) All lines shall be kept straight and true to profiles, plumbed and internal corners rounded using the appropriate trims.

Vitrified Unglazed Floor Tiles

a) Before tile is applied the floor surface shall be tested for levelness or uniformity of slope by' flooding it with water. Area where water ponds are filled or levelled, shall be retested before the setting bed is applied.

b) Establish lines of borders and center of the walls at the field work in both direction to permit the pattern to be laid with a minimum of cut tiles.

c) Clean concrete subfloor then moisten but do not soak. Then sprinkle dry cement over the surface and spread the mortar on the setting bed.

d) Apply and spread mortar mix for setting bed and tamp to assure good bond over the entire area to be laid with tile.

e) Pitch floor to drain as shown on Plans or as directed by the Engineer

f) Allow the setting bed to set sufficiently to be worked over then spread a bond coat over the surface and lay tile in accordance with Items 1019'.3.2.1 a, b, c,d, e, f, g.

13.3.3 Grouting and Pointing

13.3.3.1 Tiles shall have laid in place for at least 24 hours before grouting of the joints is started. Grouting mortar shall be white Portland cement or blended with pigments to acquire the color appropriate for the ceramic tile.

13.3.3.2 Grouting mortar shall be applied over the tile by float or squeegee stroked diagonally across the joints. Remove excess mortar with a wet sponge stroked diagonally or in a circular motion after 12-15 minutes. Follow with a barely damp or dry sponge to remove remaining haze while smoothing all grouted joints.

Cleaning

- a) Clean ceramic tile surfaces thoroughly as possible upon completion of grouting.
- b) Remove all grout haze, observing tile manufacturers recommendations as to use of acid or chemical cleaners.
- c) Rinse tile thoroughly with clean water before and after using chemical cleaners.
- d) Polish surface of tile with soft cloth.

Protection from Construction Dirt

- a) Apply a protective coat of neutral cleanser solution diluted with water in the proportion of 1:4 or 1 liter cleanser concentrate to 1 gallon water.
- b) In addition, cover tile flooring with heavy-duty no staining construction paper, taped in place.
- c) Just before final acceptance of the work remove paper and rinse protective coat of neutral cleaner from tile surface. Do not let protective paper get torn 'or removed.

Method of Measurement

All works performed under this Item shall be measured in square meters for areas actually laid with ceramic tiles and accepted to the satisfaction of the Engineer.

13.5 Basis of Payment

Ceramic tile work determined and provided in the Bill of Bill of Quantities shall be paid for based at the unit bid price which price and payment constitute full compensation for furnishing all materials, tools, equipment and other incidentals necessary to complete this Item.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
1018	Tile Works	m ²

ITEM 1100 – ELECTRICAL WORKS

ITEM 1100 - CONDUITS, BOXES & FITTINGS

1100.1 Description

This Item shall consist of the furnishing and installation of the complete conduit work consisting of electrical conduits; conduit boxes such as junction boxes, pull boxes, utility boxes, octagonal and square boxes; conduit fittings such as couplings, locknuts and bushings and other electrical materials needed to complete the conduit roughing-in work of this project.

1100.2 Material Requirements

All materials shall be brand new and shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the Philippine Standard Agency (PSA) mark.

Conduits

Conduits shall be standard rigid steel, zinc coated or galvanized. Intermediate metal conduit may be used if shown or specified on the approved Plans. PVC conduit if required shall be Schedule 40. Enamel coated steel conduits and conduits with rough inner surfaces are not acceptable.

Conduit Boxes

All conduit boxes shall be Code gauge steel and galvanized. Outlet boxes shall be galvanized pressed steel of standard make. In general, outlet boxes shall be at least 100 mm square or octagonal, 53 mm deep and 16 mm minimum gauge.

Conduit Fittings

All conduit fittings such as locknuts and bushings shall be galvanized of standard make.

1100.3 Construction Requirements

All works throughout shall be executed in the best practice in a workmanlike manner by qualified and experienced electricians under the immediate supervision of a duly licensed Electrical Engineer.

Conduits

Conduits should be cut square with a hacksaw and reamed. Bends shall be made with the required radius. In making bends only conduit bending apparatus will be used. The use of a pipe tee or vise for bending conduits shall not be permitted. Conduits which have been crushed, deformed or flattened shall not be installed. No running thread shall be allowed. Conduit runs crossing construction joints of the building shall be provided with standard expansion fittings of the approved type.

No conduits shall be used in any system smaller than 12 mm diameter electric trade size nor shall have more than four (4) 90-degree bends in anyone run and where necessary, pull boxes shall be provided.

All ends of conduits which are left empty in cabinets and conduit boxes shall be plugged with lead or approved pipe caps so as to prevent the entrance of white ants and dirt within the conduit system. Pull wires shall be inserted in the empty ducts before they are closed with lead or pipe caps and shall be left therein for future use.

On exposed work, all pipes and outlet boxes shall be secured by means of galvanized metal clamps which shall be held in place by means of machine screws. When running over concrete surfaces, the screws shall be held in place by means of expansion sleeves for big pipes and rolled lead sheet for small pipes. All pipes shall be run at right angles to and parallel with the surrounding walls. No diagonal run shall be allowed and all bends and offsets shall be avoided as much as possible. Conduits shall be supported at 1,500 mm intervals maximum.

Conduit Boxes & Fittings

Provide conduit boxes for pulling and splicing wires and outlet boxes for installation of wiring devices.

As a rule, provide junction boxes or pull boxes in all runs greater than 30 meters in length, for horizontal runs. For other lengths, provide boxes as required for splices or pulling. Pull boxes shall be installed in inconspicuous but accessible locations.

Support boxes independently of conduits entering by means of bolts, red hangers or other suitable means.

Conduit boxes shall be installed plumb and securely fastened. They shall be set flush with the surface of the structure in which they are installed where conduits are run concealed.

All convenience and wall switch outlet boxes for concealed conduit work shall be deep, rectangular flush type boxes. Four-inch octagonal flush type boxes shall be used for all ceiling light outlets and shall be of the deep type where three or more conduits connect to a single box.

Floor mounted outlet boxes required shall be waterproof type with flush brass floor plate and brass bell nozzle.

All boxes shall be painted with antirust red lead paint after installation.

All conduits shall be fitted with approved standard galvanized bushing and locknuts where they enter cabinets and conduit boxes.

Junction and pull boxes of code gauge steel shall be provided as indicated or as required to facilitate the pulling of wires and cables.

1100.4 Method of Measurement

The work under this Item shall be measured either by lengths, pieces, pairs, lot and set actually placed and installed as shown on the approved Plans.

1100.5 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
(1)	RSC Conduit Pipe - mm dia., with couplings	length
(2)	Locknut & Bushings	pairs
(3)	Condulet type	pieces
(4)	Conduit pipe elbow	pieces
(5)	Connector	pieces
(6)	Conduit clamp	pieces
(7)	PVC adapter	pieces
(8)	G.I Wire G.A # 14	kilos
(9)	Hacksaw Blade	pieces
(10)	PVC Tape 19 mm dia x 18 mm	rolls
(11)	Rubber Tape 19 mm dia x 227g	rolls
(12)	PVC Solvent Cement @ 400 cc	cans
(13)	PVC End Ball	pieces
(14)	Octagonal junction boxes	pieces
(15)	Utility Boxes	pieces
(16)	Metal Pull Box	pieces
(17)	Square Box	pieces
(18)	Telephone Cabinet	set

(19)	Reinforced Concrete pedestal Pole	lot
(20)	Read Lead Point	lot
(21)	Wetherhead with type "F" conduit	pieces
(22)	Grounding Rod copper weld 20 mm dia x 3 m	length
(23)	Apitong or Approved equal creosoted wood pole	pieces
(24)	Anchor Rod-mm dia	pieces
(25)	Anchor Log-mm dia	pieces
(26)	Power load Studs with nuts	pieces

1100.6 General Specifications

The work to be done under this division of specifications consists of the fabrication, furnishing, delivery and installation, complete in all details of the electrical work, at the subject premises and all work material's incidental to the proper completion of the installation, except those portions of the work which are expressly stated to be done by other fields. All works shall be done in accordance with the rules and regulations and with the specifications.

1100.7 Specifications on:

1. Lighting fixtures and lamp

All lighting fixtures and lamps are as specified and listed on lighting fixture schedule.

For fluorescent lamp, it shall be 40-watt rapid start cool-white. All fluorescent ballast shall be 230 volt, high power factor, of good quality materials and approved by the Bureau of Product Standards (BPS).

2. Material Requirements

All materials to be used shall conform to the BPS specification.

3. Construction Requirements

All grounding system installation shall be executed in accordance with the approved plans.

Grounding system shall include building perimeter ground wires, ground rods, clamps, connectors, ground wells and ground wire taps as shown in the approved design.

1100.8 Auxiliary Systems

All auxiliary systems such as telephone and intercom system, time clock system, fire alarm system and public address/nurse's call/paging system installations shall be done in accordance with the approved design.

All materials to be used shall conform to the Bureau of Product Standards (BPS) specifications.

1100.9 Important requirement regarding supervision of the work and submission of certificate of completion.

All wiring installation herein shall be done under the direct supervision of a licensed Electrical Engineer at the expense of the Contractor. The contractor shall submit the certificate of completion duly approved by the owner's representative.

1100.10 Test and guarantee

Upon completion of the electrical construction work, the contractor shall provide all test equipment and personnel and to submit written copies of all test results.

The contractor shall guarantee the electrical installation are done and in accordance with the approved plans and specifications. The contractor shall guarantee that the electrical systems are free from' all grounds and from all defective workmanship and materials and will remain so for a period of one year from date and acceptance of works. Any defect shall be remedied by the Contractor at his own expense.

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
(1)	Electric Wire	meter of rolls
(2)	Single pole tumbler switch	pieces
(3)	Two-gang tumbler switch	pieces
(4)	Three-gang tumbler switch	pieces
(5)	Three-way tumbler switch	pieces
(6)	Duplex Convenience receptacles	set
(7)	Heavy Duty Convenience receptacles	set
(8)	Standard Telephone outlet Bakelite cover with 9.52 center hole	pieces
(9)	Window type air conditioning outlet 3-prong polarized type	pieces
(10)	Bare copper wire	meters
(11)	Grounding clamps for electric wires	pieces
(12)	Messenger wire	meters
(13)	Guy wire	meters
(14)	Vibrating Bell	set
(15)	Traffic light Control Panel	set
(16)	Traffic light metal enclosures complete with red and green light provided with reflectors and 152 mm diameter vibrating bell	set

ITEM 1102 - POWER LOAD CENTER, SWITCHGEAR AND PANELBOARDS

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 to the requirements of the Philippine Electrical Code and shall bear the Philippine Standard Agency (PSA) mark.

Power Load Center Unit 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 shall 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 potheads 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 1/2 % 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 transition 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, and safetytype 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, copper bus bars, and all other necessary accessories to insure sufficient mechanical 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 3phase; and current transformers of suitable rating and capacity.

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

(c) Main Circuit Breaker

The main circuit breaker shall be draw-out type, manually or electrically operated as required with ratings and capacity as shown on the approved Plans.

The main breaker shall include insulated control switch if electrically operated, manual trip button, magnetic tripping devices, adjustable time over current protection and instantaneous short circuit trip and all necessary accessories to insure 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 trip devices and all necessary accessories to insure safe and efficient operation. The number, ratings, capacities of the feeder branch circuit

breakers shall be as shown on the approved Plans.

Circuit breakers shall each be of the indicating type, providing "ON" - "OFF" and "TRIP" positions of the operating handles and shall each be provided with nameplate for branch circuit designation. The circuit breaker shall be so designed that an overload or short on one pole automatically causes all poles to open.

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 bus bars 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 circuitbreakers 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.

Panel boards and Cabinets

Panel boards shall conform to the schedule of panel boards 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.

Panel boards 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. Panel boards shall be provided with - directories and shall be printed to indicate load served by each circuit.

Panel board cabinets and trims shall be suitable for the type of mounting shown on the approved Plans. The inside and outside of panel board 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 panel boards shall have the rating, capacity and number of poles as shown on the approved Plans. Breakers shall be thermal magnetic type. Multiple breaker 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 Contractor shall install the Power Load Center Unit Substation or Low-Voltage Switchgear and Panel boards 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 ItemNumber	Description	Unit of Measurement
(1)	Panel board (Circuit Breaker Type)	set
(2)	Panelboard (Safety Switch Type)	set
(3)	Low-Voltage Switchgear (LVS) complete with metering devices and accessories	set
(4)	Power Fuses	pieces
(5)	Lightning Arresters	pieces
(6)	Air Break Switch	set
(7)	Enclosed ACB NEMA Type I	set
(8)	Enclosed ACB NEMA Type 3R	set
(9)	Automatic Transfer Switch	set
(10)	Manual Transfer Switch without fuses	pieces
(11)	Motor Controller	set

Section VII. Drawings

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

Section VIII. Bill of Quantities

Item No.	Scope of Work	Unit	Quantity	Unit Price	TOTAL
A.	General Requirements	Lot	1.00		
SPL 1	Demolition Works	Sq.m.	33.81		
803(1)a	Excavation	Cu.m.	7.27		
804(1)a	Embankment from Structure Excavation	Cu.m.	3.39		
804(4)	Gravel Bedding	Cu.m.	1.80		
900	Structural Concrete	Cu.m.	8.26		
902(1)	Reinforcing Steel Bars	Kgs.	850.07		
903(2)	Forms and Scaffoldings	L.S.	1.00		
1046	Masonry Works	Sq.m.	160.00		
1006	Doors and Windows	Sq.m.	10.94		
1003(1)	Ceiling Works	Sq.m.	141.36		
1018	Tileworks	Sq.m.	236.22		
1100	Electrical Works	L.S.	1.00		
TOTAL BID PRICE					

Amount in Words:

Section IX. Bidding Forms

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Bid Form

Date: _____

IB⁴ 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 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

⁴ If ADB, JICA and WB funded projects, use IFB.

- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: _____

In the capacity of: _____

Signed: _____

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

Date: _____

Form of Contract Agreement

THIS AGREEMENT, made this *[insert date]* day of *[insert month]*, *[insert year]* between *[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 integral part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation 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, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Notice of Award of Contract and the Bidder’s conforme thereto;
 - (l) Other contract documents that may be required by existing laws and/or the Entity.
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]

Omnibus Sworn Statement

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

AFFIDAVIT

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

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

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

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

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

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

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for *[Name of the Project]* of the *[Name of the Procuring Entity]*, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;

3. *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and

8. *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

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

Bidder's Representative/Authorized Signatory

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

* This form will not apply for WB funded projects.

Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

X-----X

Invitation to Bid *[Insert reference number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

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

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

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

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ **until** _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]
Doc. No. ____
Page No. ____
Book No. ____
Series of _____.

Section X. Foreign-Assisted Projects

Notes on Foreign-Assisted Projects

This Section is intended to assist the Procuring Entity in providing the specific information for foreign-assisted projects of the Asian Development Bank (ADB), the Japan International Cooperation Agency (JICA), and the World Bank.

- (a) If the Funding Source is ADB, the Procuring Entity should use the ADB Bid Data Sheet and ADB Special Conditions of Contract.
- (b) If the Funding Source is JICA, the Procuring Entity should use Section III. Bid Data Sheet and Section V. Special Conditions of Contract, both of the GoP.
- (c) If the Funding Source is World Bank, the Procuring Entity should use the World Bank Bid Data Sheet and the World Bank Special Conditions of Contract.

The Procuring Entity shall use these PBDs with minimum changes as necessary to address project-specific conditions. Any such changes shall be introduced only through the Bid Data Sheet or through the Special Conditions of Contract, and not by introducing changes in the standard wording of the Instructions to Bidders and the General Conditions of Contract.

The Procuring Entity shall allow the Bidders sufficient time to study the Bidding Documents, prepare and complete responsive bids, and submit their bids. A period of at least twenty (20) days for bid preparation shall be required.

Notes on the Invitation to Bid

The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The Invitation to Bid shall be:

- (a) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.1(c) of the IRR of R.A. 9184⁵;
- (b) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, from the time the Invitation to Bid is advertised

⁵ Two years after the effectivity of the 2016 Revised IRR of RA 9184 on _____, advertisement in a newspaper of general circulation shall no longer be required. However, a Procuring Entity that cannot post its opportunities in the PhilGEPS for justifiable reasons shall continue to publish its advertisements in a newspaper of general nationwide circulation.

until the deadline for the submission and receipt of bids; and

- (c) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- (a) The date of availability of the Bidding Documents, which shall be from the time the Invitation to Bid is first advertised/posted until the deadline for the submission and receipt of bids.
- (b) The place where the Bidding Documents may be acquired or the website where it may be downloaded.
- (c) The deadline for the submission and receipt of bids; and
- (d) Any important bid evaluation criteria.

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid must conform to the Bidding Documents and in particular to the relevant information in the BDS.

Notes on the Bid Data Sheet

This Section is intended to assist the Procuring Entity in providing the specific information in relation to the corresponding clauses in the ITB, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, the applicable rules regarding Bid price and currency, and the Bid evaluation criteria that will apply to the Bids. In preparing this Section, the following aspects should be checked:

- (a) Information that specifies and complements provisions of Section II. Instructions to Bidders must be incorporated.
- (b) Amendments and/or supplements, if any, to provisions of Section II. Instructions to Bidders as necessitated by the circumstances of the specific procurement, must also be incorporated.

Notes on the Special Conditions of the Contract

Similar to the Section III. Bid Data Sheet, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements

linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- (a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- (b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

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ASIAN DEVELOPMENT BANK SPECIAL CONDITIONS OF CONTRACT**ERROR! BOOKMARK NOT DEFINED.**

WORLD BANK BID DATA SHEET**109****ERROR! BOOKMARK NOT DEFINED.**

WORLD BANK SPECIAL CONDITIONS OF CONTRACT**113****ERROR! BOOKMARK NOT DEFINED.**

Invitation to Bid for Foreign-Assisted Projects

[Letterhead of the Procuring Entity]

INVITATION TO BID FOR *[Insert name of Project]*

1. The Government of the Philippines (GoP) *[has received/has applied for/intends to apply for]* a *[Loan//Grant]* from the *[state the foreign government/foreign or international financing institution (e.g., Asian Development Bank, Japan International Cooperation Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[loan//grant]* to payments under the contract for *[insert name/no. of contract]*.
2. The *[insert name of Procuring Entity]* now invites bids for *[insert brief description of Works to be procured]*.⁶ Completion of the Works is required *[insert the required completion date or expected contract duration]*. Bidders should have completed, within _____ (___), a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Sub-section 5, Section II. Instructions to Bidders and the corresponding *[[insert Asian Development Bank or World Bank, as appropriate]]* Bid Data Sheet.
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 *[state the foreign government/foreign international financing institution concerned]*. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The approved budget for the contract (ABC) is *[insert here the amount of the ABC]*.

[If ADB-funded project, ABC may be published, but it shall not be stated or implied that bid prices may not exceed ABC.]
4. Interested bidders may obtain further information from *[insert name of the Procuring Entity]* and inspect the Bidding Documents at the address given below from *[insert office hours]*.
5. A complete set of Bidding Documents may be acquired by the interested bidders on *[insert date of availability of Bidding Documents]* from the address below *[[insert if necessary and upon payment of the applicable fee for the bidding documents, pursuant*

⁶ A brief description of the scope of Works should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

to the latest Guidelines issued by the GPPB, in the amount of [*insert amount in pesos*]⁷.)

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) *[[insert and the website of the Procuring Entity, as applicable,]]* provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The *[insert name of the Procuring Entity]* will hold a Pre-Bid Conference⁸ on *[insert time and date]* at *[insert address for Pre-Bid Conference, if applicable]*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before *[insert date and time]*. All bids must be accompanied by a bid security in the amount of _____ in *[insert the acceptable form]*.

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. *[Insert such other necessary information deemed relevant by the Procuring Entity]*
9. The *[insert name of the Procuring Entity]* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:
[Insert name of officer]
[Insert name of office]
[Insert postal address] and/or *[Insert street address]*
[Insert telephone number, indicate city code]
[Insert contact's email address]
[Insert facsimile number]
[Insert website address, if applicable]

⁷ For ADB-funded projects, the bidding documents fee should only cover reproduction and mailing/courier costs, and may not be in accordance with the GPPB Guidelines. As such, the text “, pursuant to the latest Guidelines issued by the GPPB,” shall be deleted.

⁸ *May be deleted in case the ABC is less than One Million Pesos (P1,000,000) where the Procuring Entity may not hold a pre-bid conference.*

*[Insert Name and Signature of the BAC
Chairperson or the Authorized
Representative of the BAC Chairperson]*

Asian Development Bank Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>[insert name of Procuring Entity]</i>.</p> <p>The name of the Contract is <i>[insert the name of the contract]</i>.</p> <p>The identification number of the Contract is <i>[insert identification number of the contract]</i>.</p>
2	<p>The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is <i>[Insert the name of the project]</i></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 <i>[[or Grant, or Financing]]</i> Agreement No. _____ (hereinafter called the "Financing Agreement") and</p> <p>will be subject in all respect to the terms and conditions of that Financing Agreement and the applicable law. No party other than the Procuring Entity shall derive any rights from the Financing Agreement or have any claim to the funds.</p>
3.1	<p>ADB's Anticorruption Policy requires Borrowers (including beneficiaries of ADB-financed activity), as well as Bidders, Suppliers, and Contractors under ADB-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p>

	<ul style="list-style-type: none"> (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party; (v) “obstructive practice” means (a) deliberately destroying, falsifying, altering, or concealing of evidence material to an ADB investigation; (b) making false statements to investigators in order to materially impede an ADB investigation; (c) failing to comply with requests to provide information, documents or records in connection with an Office of Anticorruption and Integrity (OAI) investigation; (d) threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (e) materially impeding ADB’s contractual rights of audit or access to information; and (vi) “integrity violation” is any act which violates ADB’s Anticorruption Policy, including (i) to (v) above and the following: abuse, conflict of interest, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB’s Anticorruption Policy, including failure to adhere to the highest ethical standard. <ul style="list-style-type: none"> (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract; (c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of ADB financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation; (d) will impose remedial actions on a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed, administered, or supported activities or to benefit from an ADB-financed, administered, or supported contract, financially or otherwise, if it at
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	<p>any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations; and</p> <p>(e) will have the right to require that a provision be included in bidding documents and in contracts financed by ADB, requiring Bidders, suppliers, and contractors to permit ADB or its representative to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by ADB.</p>
5.1	<p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on ADB's web page www.adb.org</p> <p>An Eligible Bidder shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.</p>
5.2	<p>Eligible Bidders are as described in ADB Procurement Guidelines as stated in the Financing Agreement and as described on ADB's web page www.adb.org.</p>
5.4	<p>Instruction is the same as the GoP Bid Data Sheet</p>
8.1	<p>Instruction is the same as the GoP Bid Data Sheet</p>
8.2	<p>Instruction is the same as the GoP Bid Data Sheet</p>
9.1	<p>Instruction is the same as the GoP Bid Data Sheet</p>
10.1	<p>Instruction is the same as the GoP Bid Data Sheet</p>
10.4	<p>Instruction is the same as the GoP Bid Data Sheet</p>
12.1	<p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <ol style="list-style-type: none"> i. Registration Certification of the Company; ii. List of relevant contracts that comply to the experience requirement as specified in ITB Clause 5.4; iii. Audited financial statement for the past two years; iv. In case of Joint Venture, the JV Agreement, if existing, or a signed statement from the partner companies that they will enter into a JV in case of award of contract; <p>b. Technical Documents</p> <p><i>(To Be Revisited)</i></p>

	<p>v. Project Requirements, which shall include the following:</p> <p>(v.1) List of contractor’s personnel (e.g., 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</p> <p>(v.2) List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project;</p> <p>vi. Bid Security or a Bid Securing Declaration as required in the ITB 18;</p> <p>vii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms; and</p> <p>viii. Credit line from a Universal or Commercial Bank extended in favor of the bidder if awarded the contract for the project.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>
12.1(a)(iii)	Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license or special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project as a pre-condition for award as provided in the Financing Agreement.
13.1	Instruction is the same as the GoP Bid Data Sheet
13.1(b)	<p>This shall include the following document:</p> <p>1) Priced Bill of Quantities</p> <p><i>(To Be Revisited- the GOP’s requirements of detailed estimates and cashflow/payment schedule)</i></p>
13.2(a) and (b)	ABC does not apply as ceiling for bid prices
14.2	Instruction is the same as the GoP Bid Data Sheet
15.4	Instruction is the same as the GoP Bid Data Sheet
16.1	Instruction is the same as the GoP Bid Data Sheet
16.3	Instruction is the same as the GoP Bid Data Sheet

17.1	Instruction is the same as the GoP Bid Data Sheet
18.1	Instruction is the same as the GoP Bid Data Sheet
18.2	Instruction is the same as the GoP Bid Data Sheet
20.3	Instruction is the same as the GoP Bid Data Sheet
21	Instruction is the same as the GoP Bid Data Sheet
24.1	<p>The BAC shall open the bids in public on <i>[insert date and time of bid opening]</i>, at <i>[insert place of bid opening]</i>.</p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS' and the Procuring Entity's websites.</p>
24.2	During bid opening, if the first envelope lacks any of the documents listed in the ADB BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. Only the unopened second envelope shall be returned to the Bidder.
24.3	The BAC shall immediately open the financial proposals in the second envelope of the responsive bids. The bid price shall be read and recorded.
27.4	ABC does not apply as ceiling for bid prices.
28.2	Instruction is the same as the GoP Bid Data Sheet
31.4(f)	<p>Instruction is the same as the GoP Bid Data Sheet</p> <p><i>(To Be Revisited together with the Technical Documents)</i></p>

Asian Development Bank Special Conditions of Contract

(Maybe subject to further changes)

GCC Clause	
1.17	Instruction is the same as the GoP Special Condition of Contract
1.22	Instruction is the same as the GoP Special Condition of Contract
1.23	Instruction is the same as the GoP Special Condition of Contract
1.24	Instruction is the same as the GoP Special Condition of Contract
1.28	Instruction is the same as the GoP Special Condition of Contract
1.31	Instruction is the same as the GoP Special Condition of Contract
2.2	Instruction is the same as the GoP Special Condition of Contract
5.1	Instruction is the same as the GoP Special Condition of Contract
6.5	Instruction is the same as the GoP Special Condition of Contract
7.4(c)	Instruction is the same as the GoP Special Condition of Contract
7.7	The Contractor shall be primarily and solely responsible for the acts, defaults, and negligence of any subcontractor.
8.1	Instruction is the same as the GoP Special Condition of Contract
10	Instruction is the same as the GoP Special Condition of Contract
12.3	In case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security. All payables of the GoP in the Contractor's favor shall be offset to recover the costs.
12.5	Instruction is the same as the GoP Special Condition of Contract
13	Instruction is the same as the GoP Special Condition of Contract
18.3 (h) (i)	In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, corrupt, fraudulent, collusive, coercive and obstructive practices as defined in ITB Clause

	3.1(a)
21.2	Instruction is the same as the GoP Special Condition of Contract
29.1	Instruction is the same as the GoP Special Condition of Contract
31.1	Instruction is the same as the GoP Special Condition of Contract
31.3	Instruction is the same as the GoP Special Condition of Contract
34.3	The Funding Source is the Asian Development Bank through <i>[indicate the Loan/Grant/Financing No.]</i> in the amount of <i>[insert amount of funds]</i> .
39.1	Instruction is the same as the GoP Special Condition of Contract
40.1	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
40.3	If the Procuring Entity delays payment, the Contractor shall be paid interest on such payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the annual rate of <i>[insert percentage rate]</i> .
51.1	Instruction is the same as the GoP Special Condition of Contract
51.2	Instruction is the same as the GoP Special Condition of Contract

World Bank Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is <i>[insert name]</i>.</p> <p>The name of the Contract is <i>[insert the name of the contract]</i>.</p> <p>The identification number of the Contract is <i>[insert identification number of the contract]</i>.</p>
2	<p>The Funding Source is World Bank through <i>[indicate the Financing Agreement No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is <i>[Insert the name of the project]</i></p>
3.1	The World Bank Guidelines on Anti-Corruption, as stated in the Financing Agreement and as annexed to the World Bank Standard Conditions of Contract, shall be adopted.
5.1	The Financing Agreement provides that procurement shall follow the Bank's Procurement Guidelines and Section 1.8 thereof permits the participation of firm from all countries except for those mentioned in Section 1.10 thereof.
5.2	The Financing Agreement provides that procurement shall follow the Bank's Procurement Guidelines and Section 1.8 thereof permits the participation of firm from all countries except for those mentioned in Section 1.10 thereof.
5.4	Instruction is the same as the GoP Bid Data Sheet
8.1	Instruction is the same as the GoP Bid Data Sheet
8.2	Instruction is the same as the GoP Bid Data Sheet
9.1	Instruction is the same as the GoP Bid Data Sheet
10.1	Instruction is the same as the GoP Bid Data Sheet
10.4	Instruction is the same as the GoP Bid Data Sheet
12.1	During Bid opening, if the first bid envelope lacks any of the following

	<p>documents, the bid shall be declared non-responsive.</p> <p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <p>i. Registration Certification of the Company;</p> <p>ii. List of relevant contracts that comply to experience requirement as specified in ITB Clause 5.4;</p> <p>iii. Audited financial statement for the past 2 years;</p> <p>iv. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract.</p> <p>b. Technical Documents</p> <p>v. Project Requirements, to include:</p> <p>(v.1) List of contractor’s personnel (e.g. 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</p> <p>(v.2) List of contractor’s major equipment units, which are owned, leased and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from equipment lessor/vendor for the duration of the project;</p> <p>vi. Bid Security or Bid Securing Declaration as required in ITB 18;</p> <p>vii. Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding Forms.</p> <p>viii. Credit line from a universal or commercial bank extended in favor of the bidder is awarded the contract for the project.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>
12.1(a)(iii)	<p>Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license or special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project as a pre-condition for award as provided in the Financing Agreement, and ITB Nos. 12.1(b)(ii.2) and 12.1(b)(iii.3)</p>
13.1	<p>Instruction is the same as the GoP Bid Data Sheet</p>

13.2 (a) & (b)	<p>ABC does not generally apply as a ceiling for bid prices.</p> <p><i>However, subject to prior concurrence by the World Bank, a ceiling may be applied to bid prices provided the following conditions are met:</i></p> <p><i>a) 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.</i></p> <p><i>b) 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.</i></p> <p><i>c) 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.</i></p> <p><i>d) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.</i></p> <p><i>e) 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.</i></p>
14.2	Instruction is the same as the GoP Bid Data Sheet
15.4	Instruction is the same as the GoP Bid Data Sheet
16.1	Instruction is the same as the GoP Bid Data Sheet
16.3	Instruction is the same as the GoP Bid Data Sheet
17.1	Instruction is the same as the GoP Bid Data Sheet
18.1	Instruction is the same as the GoP Bid Data Sheet
18.2	Instruction is the same as the GoP Bid Data Sheet
20.3	Instruction is the same as the GoP Bid Data Sheet
21	Instruction is the same as the GoP Bid Data Sheet
24.1	The BAC shall open the bids in public on {insert date and time of bid opening}, at {insert place of bid opening}.

	The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Rescheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS' and the Procuring Entity's websites.
24.2	During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity.
24.3	The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders.
27.4	<i>ABC does not generally apply as a ceiling for bid prices; unless the conditions mentioned in ITB No. 13.2 are obtaining and that there is prior World Bank concurrence.</i>
28.2	Instruction is the same as the GoP Bid Data Sheet
31.4(f)	Instruction is the same as the GoP Bid Data Sheet

World Bank Special Conditions of Contract

The World Bank adopts the provisions of the Special Conditions of Contract of the GOP as contained in the Harmonized Philippine Bidding Documents dated _____, except GCC Clauses 18.3(h)(i) and 18.4, 34.3as follows:

GCC Clause	
18.3 (h) (i)	The World Bank's Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants as annex herein shall be applied.
18.4	The World Bank is the Funding Source through Loan Agreement No.____.
34.3	The Funding Source is the World Bank.

