

**PHILIPPINE BIDDING DOCUMENTS**

**Procurement of  
INFRASTRUCTURE  
PROJECTS**

**Government of the Republic of the Philippines**

**(Construction of Multi-Purpose Building at Planas  
Elementary School, Ramon, Isabela)**

**Fifth Edition  
December 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 mandatory<sup>1</sup> 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.

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<sup>1</sup> 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. 9184<sup>2</sup>;

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.

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<sup>2</sup> 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**

### **Construction of Multi-Purpose Building at Planas Elementary School, Ramon, Isabela**

1. The *Provincial Government of Isabela*, through the **EDF-SEF 2019** Fund intends to apply the sum of *Nine Hundred Ninety Nine Thousand Nine Hundred Fifteen & 54/100 Pesos (Php 999,915.54)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Construction of Multi-Purpose Building at Planas Elementary School, Ramon, 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 Construction of Multi-Purpose Building at Planas Elementary School, Ramon, Isabela. Completion of the Works is required *within Forty Five (45) 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 **December 4, 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 Conference<sup>3</sup> on *December 11, 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 *December 23, 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 *December 23, 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*

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<sup>3</sup> *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)
<p>(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</p> <p><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></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 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></p>	<p>Ten percent (10%)</p>

<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 Construction of Multi-Purpose Building at Planas Elementary School, Ramon, Isabela</p> <p>The identification number of the Contract is <b>Lot 1 ITB No. 019-22</b></p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the <b>EDF-SEF 2019</b> in the amount of Nine Hundred Ninety Nine Thousand Nine Hundred Fifteen &amp; 54/100 Pesos (Php 999,915.54)</p> <p>The name of the Project is Construction of Multi-Purpose Building at Planas Elementary School, Ramon, 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 <b>December 11, 2019</b> 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 1167"> <thead> <tr> <th>Minimum Required Equipment</th> <th>Owned</th> <th>Leased</th> </tr> </thead> <tbody> <tr> <td>1. Welding Machine (400 amp.)</td> <td>1</td> <td>0</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>1</b></td> <td><b>0</b></td> </tr> </tbody> </table>	Minimum Required Equipment	Owned	Leased	1. Welding Machine (400 amp.)	1	0	<b>TOTAL</b>	<b>1</b>	<b>0</b>
Minimum Required Equipment	Owned	Leased								
1. Welding Machine (400 amp.)	1	0								
<b>TOTAL</b>	<b>1</b>	<b>0</b>								
13.1	"No additional Requirements"									
13.1(b)	This shall include all of the following documents: <ol style="list-style-type: none"> <li>1) Bid prices in the Bill of Quantities;</li> <li>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</li> <li>3) Cash flow by quarter or payment schedule.</li> </ol>									
13.2	The ABC is Nine Hundred Ninety Nine Thousand Nine Hundred Fifteen & 54/100 Pesos (Php 999,915.54) 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"> <li>1. The amount of not less than Nineteen Thousand Nine Hundred Ninety Nine Pesos (Php 19,999.00), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of not less than Forty Nine Thousand Nine Hundred Ninety Six Pesos (Php 49,996.00) if bid security is in Surety Bond.</li> </ol>
18.2	The bid security shall be valid until <i>120 days</i> .
20.3	Each Bidder shall submit <i>one (1) original and two (2) copies</i> 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 December 23, 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 December 23, 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 <b>Intended Completion Date</b> is: <u>45 Calendar Days</u> excluding Holidays and unworkable days
1.22	The <b>Procuring Entity</b> is Provincial Government of Isabela
1.23	The <b>Procuring Entity’s Representative</b> is:  RODRIGO T. SAWIT  BAC Chairman  Capitol, City of Ilagan, Isabela
1.24	The <b>Site</b> is located at : Planas Elementary School, Ramon, Isabela
1.28	The <b>Start Date</b> is: as stated in the Notice to proceed
1.31	The <b>Works</b> consist of: as stated in the Plans and Programs of Works
2.2	<i>“No further instructions”</i>
5.1	The <b>Procuring Entity</b> 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 <b>Key Personnel</b> :  <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, power plants, transmission and communication towers, railway system,</i>

	<p><i>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	“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>
18.3(h)(i)	No further instructions.
21.2	The Arbiter
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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<b>B.5</b>	<b>- Project Billboard</b>
<b>B.7</b>	<b>- Construction Safety &amp; Health Program</b>
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<b>403</b>	<b>- Metal Structure</b>

#### **A.1.1(6) Provision of Combined Field Office, Laboratory and living Quarters**

- (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."

## **B.5 PROJECT BILLBOARD**

### **Description**

This Item shall consist of furnishing and installing project billboard in accordance with this Specification and details shown on the Plans, or as required by the Engineer.

The project billboard shall comply in all respects with the "COA Circular No. 2013-004" dated January 30, 2013. The information and publicity on projects of Government Agencies including Foreign Funded Projects are being guided by this Circular.

The project billboard will be erected as soon as the award has been made. It will be located at the beginning and at the end of the subproject throughout the project duration.



The size, materials and design to be used for the project signboard will specifically adhere to the General Guidelines No. 2.2.3 of the Circular while the content of the information shall conform to the General Guidelines No. 2.2.6 and the sample format shown in “Annex A” of the Circular.

**Material Requirements**

**Tarpaulin**

The design and format of the tarpaulin shall have the following specifications:

- Color : White
- Size : 8 ft. x 8 ft.
- Resolution : 70 dpi
- Font : Helvetica
- Font Size of Main Information : 3 inches
- Font Size of Sub-Information : 1 inch
- Font Color : Black
- Suitable Frame: Rigid wood frame with post; and

Posting: Outside display at the project location after award has been made.

**ANNEX 14  
PROJECT BILLBOARD**

Name of Agency Business Address	PLGU LOGO																													
Project: _____ Location: _____ Implementing Agency/ies: _____ Development Partner/s: _____ Contractor/Supplier: _____ Brief Description of Project: _____	Cost: _____ Fund Source/s: LP, GOP, LGU																													
Project Details:																														
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2">Duration</th> <th colspan="2">Project Date</th> <th rowspan="2">Percentage of Completion</th> <th colspan="3">Project Status</th> <th rowspan="2">Remarks</th> </tr> <tr> <th>Started</th> <th>Target Date of Completion</th> <th>As of (Date)</th> <th>Cost Incurred to Date</th> <th>Date Completed</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Duration	Project Date		Percentage of Completion	Project Status			Remarks	Started	Target Date of Completion	As of (Date)	Cost Incurred to Date	Date Completed																
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	Started	Target Date of Completion		As of (Date)	Cost Incurred to Date	Date Completed																								
For particulars or complaints about this project, please contact the Regional Office or Cluster which has audit jurisdiction on this project:  COA Regional Office No./Cluster: _____ Address: _____ Contact No.: _____ or Text COA Citizen's Desk at 0915-5391957  World Bank Anti-Corruption Hotline: 105-11-1-800-831-0463																														

The information shall contain but not limited to i.) logo of the funding agencies, ii.) the name of implementing agencies, iii.) name of contractor, iv.) subproject's title, location, cost and description, v.) project details to include duration, date started, target date of completion and project status, and vi.) COA and WB Anti-corruption Hotline.

The display/and or affixture of the picture, image, motto, logo, color motif, initials or other symbol or graphic representation associated with the top leadership of the project proponent or implementing agency/unit/office, on project billboard, is considered unnecessary. (General Guidelines No. 2.2.6)

**Post and Frame**

Posts and frames/braces shall be made from good lumber with a 2X3 and 2x2 inches size respectively and shall be well-seasoned, straight and free of injurious defects. The frame will be covered with 2 pieces ¼ inch thick marine plywood where the tarpaulin will be attached.

**Concrete Foundation Blocks**

The concrete for the foundation blocks shall be Class A in accordance with Item 405, Structural Concrete and shall be of the size shown on the Plans.

**Construction Requirements**

**Excavation and Backfilling**

Holes shall be excavated to the required depth to the bottom of the concrete foundation as shown on the Plans.

The space around the post shall be backfilled to the ground line with approved material in layers not exceeding 100 mm and each layer shall be moistened and thoroughly compacted. Surplus excavated material shall be disposed of by the Contractor as directed by the Engineer.

**Erection of Posts**

The posts shall be erected vertically in position inside the formwork of the foundation block prior to the placing of the concrete and shall be adequately supported by bracing to prevent movement of the post during the placing and setting of concrete. The posts shall be located at the positions shown on the Plans.

**Tarpaulin Installation**

Tarpaulin shall be installed in accordance with the details shown on the Plans. The frame should be covered with the marine plywood before the tarpaulin is attached.

**Method of Measurement**

The quantities of project billboard shall be in pieces of such signs of the size specified, including the necessary posts and supports erected and accepted.

**Basis of Payment**

The quantities measured as determined in the Method of Measurement, shall be paid for at the contract unit price for the Pay Items shown in the Bid Schedule which price and payment shall be full compensation for furnishing and installing project billboard, for excavation, backfilling and construction of foundation blocks, and all labor, equipment, tools and incidentals necessary to complete the Item.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
B.5	Project Billboard	Each

**B.7 OCCUPATIONAL SAFETY AND HEALTH**

***The following shall be the minimum requirements for the approval of a Construction Safety and Health Program (CSHP) under the Department of Labor and Employment (DOLE) Department Order No. 13, Series 1998.***

***1.1 Company Safety and Health Policy. The following shall apply:***

A Company Safety Policy which shall serve as the general guiding principles in the

implementation of safety and health on site duly signed by the highest company official or his duly authorized representative who has the over---all control of project execution and should include the contractor's general policy towards occupational safety, worker's welfare and health, and environment.

A Safety policy, which shall include the commitment that the contractor shall comply with DOLE minimum safety requirements, including reporting requirements of the Occupational Health and Safety Standards (OSHS), and other relevant DOLE issuances. These may include, but are not limited to the following:

- a. Registration (Rule 1020 and DO 18---02)
- b. Report of Safety Committee Organization (Rule 1040)
- c. Notification of Accidents and Occupational Illnesses (Rule 1050)
- d. Annual Work Accident/Illness Exposure Data Report (Rule 1050)
- e. Application for installation of mechanical/electrical equipment for construction of structure for industrial use (Rule 1070 and 1160)
- f. Annual Medical Report (Rule 1960)

**1.2 Specific Construction Safety and Health Program** shall contain the tendering agency's requirements in addition to the minimum requirements under the appropriate sections of D.O. No. 13 whenever deemed as applicable.

**1.3 Composition of Construction Safety and Health Committee.**

A structure and membership of the construction safety and health committee which shall be consistent with the minimum requirements of Section 11 of D.O. 13, series of 1998.

**1.4 Safety and Health Personnel.** The following shall apply:

- a. All appointed first---aiders shall be duly trained and certified by the Philippine National Red Cross and shall possess a Certificate of Basic First Aid Training Course (Standard) with a valid PNRC ID Card.
- b. All appointed Safety Officers shall have completed the 40---hour BWC prescribed safety and health course as required by Rule 1030 of the OSHS, as amended by D.O. 16. All full---time safety personnel shall be accredited by the BWC pursuant to D.O. 16.
- c. All physicians and nurses assigned at the project site shall have completed the Bureau prescribed course on occupational safety and health course, pursuant to Rule 1960 of the OSHS.

**1.5 Specific duties and responsibilities of the Safety Officer.** The following shall apply:

- a. Specific duties and responsibilities shall comply with the outlined duties and responsibilities in Rule 1047 of the OSHS; and
- b. Procedure on the required performance of the assigned duties and responsibilities of safety officers in the construction site.

**1.6 Applicable In---plant Safety and Health Promotion and Continuing Information Dissemination.** The following shall apply:

- a. Detailed information dissemination or advisories to the new employees prior to on---site assignment, e.g. conduct of safety orientation, company's health and safety

policies, hazards related to the job safety measures, safe work procedures.

- b. Detailed programs on continuing education such as trainings and seminars, if any, that shall be given to employees, e.g. BOSH, refresher course, first aid training, refresher course toolbox meeting, construction safety training for site safety officers, 80---hour advance safety course prescribe.
- c. Arrangements for conveying information on safety and health IEC materials e.g. Posters/komiks/flyers, safety signages, handbooks/manuals, bulletin boards
- d. Arrangements for setting up sub---committees on safety and health, where necessary.
- e. Schedule of safety related activities, e.g. toolbox meeting, health and safety committee meeting

**1.7 Accident and incident investigation, recording, and reporting.** The following shall apply:

- a. All accidents or incidences shall be investigated and recorded.
- b. All work related accidents resulting to disabling injuries and dangerous occurrences as defined in OSH Standards (Rule 1050) shall be reported.
- c. Responsible or duly authorized officer for accident or incident investigation recording and reporting who are either the employer/owner/project manager/safety officer
- d. Accident Report shall contain the minimum information as required in DOLE/BWC/OHSD/IP---6.
- e. Shall notify the appropriate DOLE Regional within 24 hours in case of fatal accidents. An accident investigation shall be conducted by the Regional Office within forty eight (48) hours after receipt of initial report of the employer.

**1.8 Provisions for the protection of the general public within the vicinity of the company premises during construction and demolition.** The following shall apply:

- a. Measures in order to ensure the safety of the general public shall be pursuant to Rule 11 of the National Building Code---Implementing Rules and Regulations: Protection of Pedestrians During Construction or Demolition
- b. Appropriate provisions and rules of OSHS
  - Rule 1412.09: Protection of the Public
  - Rule 1412.12: Protection against collapse of Structure
  - Rule 1412.16: Traffic Control
  - Rule 1413: Excavation
  - Rule 1417: Demolition
  - Rule 1060: Premises of Establishments
  - D.O. 13, Section 9: Construction Safety Signs
  - Other relevant provisions of OSHS.

**1.9 General safety within construction premises.** The following shall apply:

The provisions for danger signs, barricades, and safety instructions for workers, employees, public, and visitors such as, housekeeping; walkway surfaces; means of access i.e. stairs, ramps,

floor openings, elevated walkways, runways and platforms; and, light.

**1.10 Environmental Control (Rule 1070 of the Standards).** The following shall apply:

- a. Monitoring and control of hazardous noise, vibration and air---borne contaminants such as gases, fumes, mists and vapors.
- b. Provisions to comply with minimum requirements for lighting, ventilation and air movement.

**1.11 Guarding of hazardous machinery (Rule 1200 of the Standards).** The following shall apply:

- a. Provisions for installation/design of built---in machine guards.
- b. Provisions for built---in safety in case of machine failure.
- c. Provisions for guarding of exposed walkways, access---ways, working platforms.

**1.12 Provisions for and use of Personal Protective Equipment (PPE) --- (Rule 1080 of the Standards).** The following shall apply:

- a. Appropriate types and duly tested PPEs to be issued to workers after the required training on their use.
- b. Provisions for maintenance, inspection and replacement of PPEs.
- c. In all cases the basic PPE commonly required for all types of construction projects are hard hats, safety shoes and working gloves. Other PPEs shall be required depending on the type of work and hazards.

**1.13 Handling of Hazardous Substances - (Rule 1090 of the Standards).** The following shall apply:

Provision for identification, safe handling, storage, transport and disposal of hazardous substances and emergency procedure in accordance with Material Safety Data Sheet (MSDS) in cases of accidents.

**1.14 General materials handling and storage procedures. - (Rule 1150 of the Standards).** The following shall apply:

- Safe use of mechanical materials handling equipment
- Secured and safe storage facilities
- Regular housekeeping as necessary so as not to constitute and/orresent hazards
- Clearly marked clearance limits
- Proper area guarding of storage facilities

**1.15 Installation, use and dismantling of hoist and elevators.---Rule 1415.10 Testing and Examination of Lifting Appliance, Rule 1220 Elevators and Related Equipment.** The following shall apply:

- a. Provisions to ensure safe installation, use and dismantling of hoist and elevator;
- b. Periodic inspection of hoists and elevators.

**1.16 Testing and inspection of electrical and mechanical facilities and equipment.** The following Rules of the Occupational Safety and Health Standards shall apply: **Rule Coverage**

- a. Rule 1160 --- Boiler
- b. Rule 1170 --- Unfired Pressure Vessels
- c. Rule 1210 --- Electrical Safety
- d. Rule 1220 --- Elevators and Related Equipment
- e. Rule 1410 --- Construction Safety
- f. Rule 1415.10 – Training and Examination of Lifting Appliance

**1.17 Workers skills and certification.** The following shall apply:

- a. Provisions to ensure that workers are qualified to perform the work safely.
- b. Provisions to ensure that only qualified operators are authorized to use and operate electrical and mechanical equipment.

**1.18 Provisions for emergency transportation facilities for workers.** The following shall apply:

Rule 1963.02 of the Occupational Safety and Health Standards – Emergency Medical and Dental Services

**1.19 Fire Protection Facilities and Equipment.** The following rule shall apply:

- a. Fire protection facilities and equipment as required under Rule 1940 of the OSHS
- b. Proposed structure and membership of fire brigade
- c. Provision for training on emergency preparedness

**1.20 First aid and health care medicines, equipment and facilities.**

- a. Identification of the proposed first aid and health care facilities that the employer shall provide satisfying the minimum requirements of OSHS.
- b. Identification of the medical and health supplies, such as medicines and equipment to be provided.
- c. In all cases, the provision of first aid medicines and emergency treatment shall be mandatory.
- d. In the absence of the required on site health care facilities, the employer shall attach a copy of a written contract with a recognized emergency health provider as required under the OSHS.

**1.21 Workers Welfare Facilities.** The following shall apply:

- a. Provisions for toilet and sanitary facilities
- b. Proposed bathing, washing, facilities
- c. Proposed facilities for supplying food and eating meals
- d. Proposed facilities for supplying potable water for drinking and for washing
- e. Proposed facilities for locker rooms, storing and changing of clothes for workers.

**1.22 Proposed Hours of Work and Rest and Rest Breaks.** The following shall apply:

- a. Work schedules, working hours, shifting schedules
- b. Frequency and length of meals and breaks
- c. Schedule of rest periods

**1.23 Waste Disposal. The following shall apply:**

- a. Proposed method of clearing and disposal of waste.
- b. Provisions for permits and clearance where require in disposal of hazardous wastes.

**1.24 Disaster and Emergency Preparedness Contingency**

**1.25 Safety Program . The Safety Programs shall contain the following:**

- a. Standard work procedures.
- b. Job hazard analysis for the following activities as applicable to the project.
- c. Other hazardous work, not outline herein but will be performed during project execution must also be included.

**The activities may consist of any number of the following, depending on the nature of the project, vis---à---vis exposure to hazards:**

- a. Site Clearing
- b. Excavations
- c. Erection and dismantling of scaffolds and other temporary working platforms
- d. Temporary electrical connections/installations
- e. Use of scaffolds and other temporary working platforms
- f. Working at unprotected elevated working platforms or surfaces
- g. Work over water
- h. Use of power tools and equipment
- i. Gas and electric welding and cutting operations
- j. Working in confined spaces
- k. Use of internal combustion engines
- l. Handling hazardous and/or toxic chemical substances
- m. Use of hand tools
- n. Working with pressurized equipment
- o. Working in hot or cold environments
- p. Handling, storage, usage and disposal of explosives
- q. Use of mechanized lifting appliances for movement of materials
- r. Use of construction heavy equipment
- s. Demolition

**The hazard analysis shall contain the following:**

- a. Identification of possible hazards for a particular activity.
- b. Identification of any company permits or clearances needed prior to the performance of the activity together with the name of person/s who is authorized to issue such permit or clearance.
- c. Identification of the proposed improvement in work standard procedures that shall be followed during implementation of a particular activity.
- d. Company inspection procedures to ensure safety during the execution of a particular activity.
- e. Identification of emergency procedures in case of accidents or any untoward incident while performing a particular activity.

**1.26 Company Penalties/Sanctions for Violation/s of the Provision/s of Safety and Health Program** – The appropriate penalties or sanctions for violation of company rules and regulations or those stipulated in the CHSP and the observance of due process.

**2. Personal Protective Equipment by Type of Project**

**2.1 General Building Construction Project (GBC).** The following classifications shall apply:

Classification: Air Navigation Facilities, Power Transmission & Distribution, Building and Housing, Communication facilities, Sewerage, water treatment plants and Site/Land development.

**2.2 General Engineering Construction Project.** The following classifications shall apply:

Classifications: Roads and Airports (Horizontal structure), bridges, irrigation system, flood control and drainages, dams, tunneling, ports and harbor, water supply

**2.3 Specialty Construction Project.** The following classifications shall apply:

Classifications: Electrical work, mechanical work, plumbing and sanitary work, air conditioning or refrigeration, water proofing work, painting work, communication facilities, foundation or piling work, structural steel work, concrete pre---cast, elevator or escalator, well drilling work, navigational equipment and instrument installation, electromechanical work, metal roofing and siding installation, structural demolition and landscaping.

**3. Safety Personnel and Skilled Worker.** The following shall apply: **3.1 Minimum Required Safety Personnel.** The following shall apply:

- a. The General Constructor shall provide for a full time officer, who shall be assigned as the general construction safety and health officer to oversee full time the overall management of the Construction Safety and Health Program.
- b. The General Constructor shall provide for additional Construction Safety and Health Officer/s in accordance with the requirements for Safety Officer of D.O. 16, s. 2001, depending of the total number of personnel assigned to the construction project site.
- c. The General Constructor shall provide for one (1) Construction Safety and Health Officer for every ten (10) units of heavy equipment assigned to the project site.
- d. Each construction contractors/subcontractors shall provide for the required number of safety officers in accordance with the requirements of D.O. 16 series 2001.



**3.2 Qualification and Training of Safety and Health Personnel and Skilled Workers.** The following shall apply:

- a. Training of OSH Personnel shall be pursuant to D.O. 16 series of 2001 and its Procedural Guidelines.
- b. Worker Skills Certification for the critical operations/occupations shall be pursuant to D.O. 13 and D.O. 19 as well as the TESDA requirements on worker competency.

**4. Construction Heavy Equipment.** The following shall apply:

4.1 Accreditation of Organization for Testing of Construction Heavy Equipment shall be pursuant to D.O. No. 16 and its Implementing Guidelines and Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment.

4.2 Conduct of Inspection and Test of Construction Heavy Equipment shall be pursuant to Sec. 10 of D.O. No. 13 and its Procedural Guidelines. The following shall apply:

- a. Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment
- b. Standard Checklist for Testing and Inspection of Construction Heavy Equipment.
- c. Inspection Procedures for DOLE Inspectors

4.3 TESDA Certification Requirements for Operators. Certification for Operators shall be in accordance with the requirements of TESDA on worker competency.

4.4 Monitoring and Evaluation of CHE Test/Inspection conducted shall be pursuant to the Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment.

**5. Signages and Barricades.** The following shall apply:

Construction Safety Signages shall be provided as a precaution and to advise the workers and the general public of the hazards existing in the worksite.

**5.1 Signage Procedures:** The signages shall be:

- a. Posted in prominent positions and at strategic locations.
- b. As far as practicable, be in the language understandable to most of the workers employed in the site.
- c. For non-raised floor areas, the attached yellow CAUTION sign shall be used when using yellow CAUTION tape.
- d. For non-raised floor areas, the attached red DANGER sign shall be used when using the red DANGER tape.
- e. Placed in designated areas at four (4) feet from ground level, if there are no other more practicable height placement.
- f. Regularly inspected and maintained in good condition to achieve its purpose. Signages that are damaged; illegible or that no longer apply as to purpose, site or language, shall be removed or be replaced by the safety officer when needed.

- g. Removed after the hazard is completely eliminated. If upon work completion the hazard is still present, the signage shall remain in place.
- h. Designed and constructed following the Overall Dimensions of Safety Signs Formula as required by the OSHS
- i. Specific with the type of hazard and should indicate the name of the contaminant/ substance involved (for chemical hazards), and the type of PPE or respiratory equipment to be worn.

**5.2 Posting of Signages shall include, but not limited to the following places:**

- a. Areas where there are risks of falling objects.
- b. Areas where there are risks of falling, slipping, tripping among workers and the public
- c. Prior to entry in project sites, locations and its perimeter.
- d. Where there is mandatory requirement on the usage of PPEs.
- e. Areas where explosives and flammable substances are used or stored
- f. Approaches to working areas where danger from toxic or irritant airborne contaminants/ substances may exist,
- g. All places where contact with or proximity to electrical facility/equipment can cause danger
- h. All places where workers may come in contact with dangerous moving parts of machinery or equipment
- i. Locations of fire alarms and fire---fighting equipment
- j. Locations for instructions on the proper usage of specific construction equipment, tools.

**5.3 Barricading Procedures:** The following shall apply:

- a. The contractor shall provide all necessary barricades, safety tapes, safety cones or safety lines as required in isolating or protecting an unsafe work area from other workers, pedestrians or vehicular traffic.
- b. Barricades shall completely enclose the hazardous area and effectively limit unintentional or casual entry.
- c. Barricades shall be three (3) feet vertical height from the ground, when no other more practical height specification is available.
- d. Barricades shall be maintained in good condition to achieve its purpose.
- e. Barricades that are damaged; faded or that no longer apply as to purpose, site or meaning, shall be removed or shall be replaced by the safety officer.
- f. Barricade tape shall not be used on the floor as this presents a slipping hazard of its own.
- g. In addition to using the proper warning tape, the contractor shall use the appropriate safety signage when barricading an area.

h. All barricades shall be removed after the hazard is completely eliminated.

I. Upon work completion, if the hazard is still present, the barricade shall remain in place.

**5.4 Installation of barricades shall include, but not limited to the following worksites conditions:**

- a. hazardous areas
- b. trip hazard
- c. robotic movement
- d. energized electrical works
- e. overhead suspended load test
- f. critical high pressure test
- g. chemical introduction
- h. fall exposure
- i. Emergency Response Zone
- j. Unsafe condition zone
- k. Danger zone
- l. Confined and enclosed space

**6. Construction Safety and Health Committee.** The following shall apply:

**6.1 Composition**

- a. Project Manager or his representative as chairperson ex-officio
- b. General Construction Safety and Health Officer
- c. Construction Safety and Health Officers
- d. Safety representatives (SAFETY OFFICER) from each subcontractor.

**If DOLE's minimum requirements based on the number of workers of the contractor requires only a part time safety officer, the safety officer need not be an accredited safety practitioner or consultant.**

- e. Doctors, nurses and other health personnel pursuant to the requirements stated in Rule 1042 of the OSHS
- f. Workers' representatives

**If there are no contractor's sub-contractors or the constructor is a subcontractor, the safety and health committee shall be in accordance with the requirements of Rule 1040 of the Occupational Safety and Health Standards.**

**6.2 Duties and responsibilities**

- a. The Project Manager or his representative shall act as the Chairperson of the committee.
- b. The committee shall conduct safety meetings at least once a month.
- c. The persons constituting the Safety and Health Committee shall, as far as practicable, be at the construction site whenever construction work is being undertaken.

- d. The committee shall continually plan and develop accident prevention programs.
- e. The committee shall review reports of inspection, accident investigation and monitor implementation of the safety program.
- f. The committee shall provide necessary assistance to government authorities authorized to conduct inspection in the proper conduct of their activities
- g. The committee shall initiate and supervise safety trainings for its employees
- h. The committee shall conduct safety inspection at least once a month, and shall conduct investigation of work accidents and shall submit a regular report to DOLE.
- i. The committee shall initiate and supervise the conduct of daily brief safety meetings or toolbox meetings.
- j. The committee shall prepare and submit to DOLE, reports on said committee meetings.
- k. The committee shall develop a disaster contingency plan and organize such emergency service units as may be necessary to handle disaster situations.

**7. Construction Safety and Health Reports.** The following shall apply:

**7.1 The Construction Safety and Health Report shall include:**

- a. Monthly summary of all safety and health committee meetings
- b. Summary of all accident investigations /reports
- c. Corrective/Preventive measures/action for each hazard
- d. Periodic hazards assessment with corresponding remedial measures for new hazards
- e. Safety promotions and trainings conducted/attended

**7.2 Submission of Reports.** The following shall apply:

- a. All general constructors shall be required to submit a monthly construction safety and health report to the BWC copy furnished the DOLE Regional Office concerned.
- b. In case of any dangerous occurrence or major accident resulting in death or permanent total disability, the concerned employer shall notify the appropriate DOLE Regional Office within twenty---four (24) hours from occurrence.
- c. After the conduct of investigation by the concerned construction safety and health officer, the employer shall report all disabling injuries to the DOLE Regional Office on or before the 20th of the month following the date of occurrence of accident using the DOLE/BWC/HSD---IP---6 form.

**8. Cost of Construction Safety and Health Program.** The following shall apply:

8.1 The total cost of implementing a Construction Safety and Health Program shall be mandatory and shall be made an integral part of the project's construction cost as a separate pay item, duly quantified and reflected in the Project's Tender Documents and likewise reflected in the Project's Construction Contract Documents.

8.2 The cost of the following PPEs: helmet, eye goggles, safety shoes, working gloves, rain coats, dust mask, ear muffs, rubber boots, and other similar PPE's shall be indicated/enumerated per cost, per worker, foreman, leadman, jackhammer operator, carpenter, electrician, mason,

steelman, painter, mechanic, welder, plumber, heavy equipment operator, physician/inspector, and other such personnel.

8.3 The PPEs shall be sufficient in number for all workers particularly where simultaneous construction activities/operations in different areas are being undertaken.

8.4 The cost of the minimum required inventory of medicines, supplies and equipment as indicated in "Attachment C" of the OHS Standards shall be included.

8.5 The safety personnel manpower cost salaries/wages, benefits shall be included.

8.6 Cost of safety promotions/activities, training conducted and salaries of safety and health personnel, medical personnel employed or engaged by constructor.

**9. Safety and Health Information. The following shall apply:**

**9.1 Workers shall be adequately and suitably:**

- a. Informed of potential safety and health hazards to which they may be exposed at their workplace.
- b. Instructed and trained on the measures available for the prevention, control and protection against those hazards.

**9.2 Every worker shall receive instruction and training regarding general safety and health common to construction sites which shall include, but not limited to the following:**

- a. The basic rights and duties of the workers at the construction site.
- b. The means of access and egress, both during normal work and in emergency situations.
- c. The measures for good housekeeping.
- d. The location and proper use of welfare and first---aid facilities.
- e. The proper care and use of the items or personal protective equipment and protective clothing provided the workers.
- f. The general measures for personal hygiene and health protection.
- g. The fire precautions to be taken.
- h. The action to be taken in case of any emergency.
- i. The requirements of relevant health and safety rules and regulations.

**9.3 The instruction, training and information materials provided shall be given in a language or dialect understood by the worker.**

Written, oral, visual and participative approaches shall be used to ensure that the worker has understood and assimilated the information.

9.4 Each supervisor or any person e.g. foreman, lead man, gangboss, and other similar personnel shall conduct daily tool box or similar meetings prior to the start of the operations for the day to discuss with the workers and to anticipate safety and health problems related.

9.5 No person shall be deployed in a construction site unless he has undergone a safety and health awareness seminar conducted by safety professionals or accredited organizations or other institutions recognized by DOLE.

**9.6 Specialized instruction and training shall be provided to the following:**

- a. Drivers and operators of lifting appliances, transport, earth---moving and materials---

handling equipment and machinery; or any equipment of specialized or dangerous nature.

- b. Workers engaged in the erection or dismantling of scaffolds.
- c. Workers engaged in excavations at least one (1) meter deep or deep enough to cause danger, shafts, earthworks, underground works or tunnels.
- d. Workers handling explosives or engaged in blasting operations.
- e. Workers engaged in pile-driving.
- f. Workers in compressed air cofferdams and caissons.
- g. Workers engaged in the erection of prefabricated parts of steel structural frames and tall chimneys, and in concrete work, form work and other such type of work.
- h. Workers handling hazardous substances and materials.
- i. Workers as signalers and riggers.
- j. Other types of workers as may be categorized by TESDA

**10. Welfare Facilities. The following shall apply:**

The employer shall provide the following welfare facilities in order to ensure humane working conditions:

***10.1 Adequate supply of safe drinking water:***

- a. If the water is used in common drinking areas, it shall be stored in closed containers from which the water is dispensed through taps or cocks. Such containers shall be cleaned and disinfected at regular intervals but not exceeding fifteen (15) days.
- b. Notices shall be posted conspicuously in locations where there is water supply that is not for drinking purposes

***10.2 Adequate sanitary and washing facilities:***

- a. Adequate facilities for changing and for the storage and drying of work clothes.
- b. Adequate accommodation facilities for taking meals and for shelter.
- c. Adequate washing facilities regardless of sex for every 25 employees up to the first 100 and an additional of one (1) facility for every 40 additional workers.
- d. Suitable living accommodation for workers and as may be applicable for their families, such as separate sanitary, washing and sleeping facilities for men and women workers.

***10.3 Adequate and suitable toilet and bath facilities for both male and female workers at the following ratio:***

- a. Where the number of female workers exceeds 100, one (1) and bath facilities for every 20 female workers up to the first 100 and one (1) toilet and bath facilities for every 30 additional female workers.
- b. Where the number of male workers exceeds 100 and sufficient urinals have been provided, one (1) toilet and bath facilities for every 25 sales up to the first 100 and one (1) more for every 40 additional male workers.

- c. Every toilet shall be provided with enclosure, partitioned off so as to provide/ensure privacy. If feasible, shall have a proper door and fastenings, so doors shall be tight fitting and self-closing.
- d. Urinals shall be placed or screened so as not to be visible from other parts of the site, or other workers.
- e. Rest rooms shall be so arranged so as to be conveniently accessible to the workers and shall be kept clean and orderly at all times.
- f. Adequate hand-washing facilities shall be so provided within or adjacent to the toilet facilities
- g. In cases where persons of both sexes are employed, toilet and bath facilities for each sex shall be situated or partitioned so that the interior will not be visible even when the door of any facility is opened from any place where persons of the other sex have to work or pass.
- h. If toilet and bath facilities for one sex adjoin those for the other sex, the approaches shall be separate, and toilet and bath facilities for each sex shall be properly indicated.

**Mode of Measurement**

Method of Measurement shall be paid for at the contract unit price for the Pay Items shown in the Bid Schedule which price and payment shall be full compensation for the provision of Personal Protective Equipment (PPE) and Devices, Medicines, Medical Supplies and other incidentals necessary to complete the item.

**Basis of Payment**

Payment shall be made on a proportional basis, calculated by multiplying the percentage rate of physical progress to the total lump sum amount every progress billing.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
B.7	Occupational Safety & Health	Lump Sum/Months

**ITEM 1014 - PRE-PAINTED METAL SHEETS(CORRUGATED,0.5mm THK)(RIB TYPE,0.6mm THK)**

1014.1 Description

This Item shall consist of furnishing all pre-painted metal sheet materials, tools and equipment, plant including labor required in undertaking the proper installation complete as shown on the Plans and in accordance with this Specification.

1014.2 Material Requirements

All pre-painted metal sheet and roofing accessories shall be oven baked painted true to profiles indicated on the Plans.

1014.2.1 Pre-Painted Roofing Sheets

Pre-painted roofing sheets shall be fabricated from cold rolled galvanized iron sheets specially tempered steel for extra strength and durability. It shall conform to the material requirements defined in PNS 67: 1985. Profile section in identifying the architectural moulded rib to be used are as follows: Regular corrugated, Quad-rib, Tri-wave, Rib-wide, twin-rib, etc. Desired color shall be subject to the approval of the Architect/Engineer.

1014.2.2 Gutters, Valleys, Flashings Hip and Ridge roll shall be fabricated from gauge 24 (.600 mm thick) cold-rolled plain galvanized iron sheets specially tempered steel. Profile section shall be as indicated on the Plans.

1014.2.3 Fastening hardware shall be of galvanized iron straps and rivets. G.I. straps are of .500 mm thick x 16 mm wide x 267 mm long (gauge 26 x 5/8" x 10-1/2") and standard rivets.

1014.2.4 Base metal thickness shall correspond to the following gauge designation available locally as follows:

a) Base Metal Thickness	Designated Gauges
.400 mm thick	Gauge 28
.500 mm thick	Gauge 26
.600 mm thick	Gauge 24
.800 mm thick	Gauge 22

b) Protective Coatings	<u>Thickness</u>
1. Zinc	34.4 microns (244 gm/m <sup>2</sup> )
2. Paint coatings	
Top coat	15.20 microns
Bottom coat	6.8 microns

a) Overall thickness with protective coats	
b) .400 mm	.428-451 mm
.500 mm	.532-551 mm
.600 mm	.638-651 mm

- c) Length of roofing sheets - available in cut to length long span length up to 18.29 meters
- d) Special length and thickness are available by arrangements.



### 1014.3 Construction Requirements

Before any installation work is commenced, the Contractor shall ascertain that the top faces of the purlins are in proper alignment. Correct the alignment as necessary in order to have the top faces of the purlins on an even plane.

#### 1014.3.1 Handling/Lifting/Positioning of Sheets

Sheets shall be handled carefully to prevent damage to the paint coating. Lift all sheets or sheet packs on to the roof frame with the overlapping down-turned edge facing towards the side of the roof where installation will commence, otherwise sheets will have to be turned end-to-end during installation.

#### 1014.3.2 Installation Procedure

1014.3.2.1 Start roofing installation by placing the first sheet in position with the downturned edge in line with other building elements and fastened to supports as recommended.

1014.3.2.2 Place the downturned edge of the next sheet over the edge of the first sheet, to provide side lap and hold the side lap firmly in place. Continue the same procedure for subsequent sheets until the whole roofing area is covered and/or (Adopt installation procedure provided in the instruction manual for each type of Architectural molded rib profile section).

1014.3.2.3 For walling applications follow the procedure for roofing. Allow a minimum end lap of 100 mm (4") for vertical walling.

#### 1014.3.3 Gutters, Valleys, Flashing ridge and Hip rolls

Gutters, valleys, flashing ridge and hip rolls shall be fastened where indicated on the Plans by self-tapping screws or galvanized iron straps and rivets.

#### 1014.3.4 End Laps

In case handling or transport consideration requires to use two or more end lapped sheets to provide full length coverage for the roof run, install each line of sheets from bottom to top or from eave line to apex of roof framing. Provide 150 mm minimum end lap.

#### 1014.3.5 Anchorage/Fastening

1014.3.5.1 Pre-painted steel roofing sheets shall be fastened to the wood purlins with standard length G.I. straps and rivets.

1014.3.5.2 For steel frame up to 4.5 mm thick use self drilling screw No. 12 by 35 mm long hexagonal head with neoprene washer.

1014.3.5.3 For steel support up to 5 mm thick or more use thread cutting screw No. 12 by 40 mm long hexagonal head with neoprene washer.

1014.3.5.4 Side lap fastener use self drilling screw NO.1 0 by 16 mm long hexagonal head with neoprene washer.

1014.3.5.5 Valley fastened to lumber and for walling use self-drilling wood screw No. 12 by 25 mm long hexagonal head with neoprene washer.

1014.3.5.6 Valleys fastened to steel supports use selfdrilling screws, hexagonal head with neoprene washer. Drill size is 5 mm diameter.

#### 1014.3.6 Cutting of Sheets

1014.3.6.1 In cutting pre painted steel roofing sheets and accessories to place the exposed color side down. Cutting shall be carried out on the ground and not over the top of other painted roofing product.

1014.3.6.2 Power cutting or drilling to be done or carried out on pre-painted products already installed or laid in position, the area around holes or cuts shall be masked to shield the paint from hot fillings.

#### 1014.3.7 Storage and Protection

Pre-painted steel roofing, walling products and accessories should be delivered to the jobsite in strapped bundles. Sheets and/or bundles shall be neatly stacked in the ground and if left in the open it shall be protected by covering the stack materials with loose tarpauline.

#### 1014.4 Method of Measurement

The work done under this Item shall be measured by actual area covered or installed with pre-painted steel roofing and/or walling in square meters and accepted to the satisfaction of the Engineer/Architect.

#### 1014.5 Basis of Payment

The area of pre-painted steel roofing and/or walling in square meters as provided in Section 1014 shall be paid for at the unit bid or contract unit price which payment shall constitute full compensation including labor, materials, tools and incidents necessary to complete this Item.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
1014	Pre painted metal sheets	m <sup>2</sup>

### **ITEM 403 - METAL STRUCTURES**

#### **403.1 Description**

This work shall consist of steel structures and the steel structure portions of composite structures, constructed in reasonably close conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

The work will include the furnishing, fabricating, hauling, erecting, welding and painting of structural metals called for in the Special Provision or shown on the Plans. Structural metals will include structural steel, rivet, welding, special and alloy steels, steel forgings and castings and iron castings. This work will also include any incidental metal construction not otherwise provided for, all in accordance with these Specifications, Plans and Special Provisions.

#### **403.2 Material Requirements**

Materials shall meet the requirements of Item 712, Structural Metal; Item 409, Welded Structural Steel, and Item 409, Welded Structural Steel; and Item 709, Paints.

#### **403.3 Construction Requirements**

##### **403.3.1 Inspection**

The Contractor shall give the Engineer at least fifteen (15) days notice prior to the beginning of work at the mill or shop, so that the required inspection may be made. The term "mill" means any rolling mill, shop or foundry where material for the work is to be manufactured or fabricated. No material shall be rolled or fabricated until said inspection has been provided.

The Contractor shall furnish the Engineer with copies of the certified mill reports of the structural steel, preferably before but not later than the delivery of the steel to the job site.

The Contractor shall furnish all facilities for inspection and the Engineer shall be allowed free access to the mill or shop and premises at all times. The Contractor shall furnish, without charge, all labor, machinery, material and tools necessary to prepare test specimens.

Inspection at the mill or shop is intended as a means of facilitating the work and avoiding errors and it is expressly understood that it will not relieve the Contractor from any responsibility for imperfect material or workmanship and the necessity for replacing same. The acceptance of any material or finished member at the mill or shop by the Engineer shall not preclude their subsequent rejection if found defective before final acceptance of the work. Inspection of welding will be in accordance with the provision of Section 5 of the "Standard Code for Arc and Gas Welding in Building Construction" of the American Welding Society.

##### **403.3.2 Stock Material Control**

When so specified in the Contract, stock material shall be segregated into classes designated as "identified" or "unidentified". Identified material is material which can be positively identified as having been rolled from a given heat for which certified mill test can be produced. Unidentified material shall include all other general stock materials. When it is proposed to use unidentified material, the Engineer shall be notified of such intention at least fifteen (15) days in advance of commencing fabrication to permit sampling and testing. When so indicated or directed, the Contractor shall select such material as he wishes to use from stock, and place it in such

position that it will be accessible for inspection and sampling. The Contractor shall select identified material from as few heat numbers as possible, and furnish the certified mill test reports on each of such heat numbers. Two samples shall be taken from each heat number as directed, one for a tension test and one for a bend test.

In the case of unidentified stock, the Engineer may, at his discretion, select any number of random test specimens.

Each bin from which rivets or bolts are taken shall subject to random test. Five rivets or bolts may be selected by the Engineer from each bin for test purposes.

Structural material, either plain or fabricated, shall be stored above the ground upon platforms, skids, or other supports. It shall be kept free from dirt, grease, or other foreign matter, and shall be protected as far as practicable from corrosion.

#### **403.3.3 Fabrication**

These Specifications apply to riveted, bolted and welded construction. The Contractor may, however, with approval of the Engineer, substitute high tensile strength steel bolts equivalent to the rivets in any connection.

Workmanship and finish shall be in accordance with the best general practice in modern bridge shops. Portions of the work exposed to view shall be finished neatly. Shearing, flame cutting, and chipping shall be done carefully and accurately.

Structural material, either plain or fabricated, shall be stored above the ground upon platforms, skids or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be protected as far as practicable from corrosion.

Rolled material before being laid off or worked must be straight. If straightening is necessary, it shall be done by methods that will not injure the metal. Sharp kinks and bends will be cause for rejection of the material.

Preparation of material shall be in accordance with AWS (American Welding Society) D 1.1, paragraph 3.2 as modified by AASHTO Standard Specification for Welding of Structural Steel Highway Bridges.

#### **403.3.4 Finishing and Shaping**

Finished members shall be true to line and free from twists, bends and open joints.

1. Edge Planing

Sheared edges of plates more than 15.9 mm in thickness and carrying calculated stresses shall be planed to a depth of 6.3 mm. Re-entrant cuts shall be filleted before cutting.

2. Facing of Bearing Surfaces

The surface finish of bearing and based plates and other bearing surfaces that are to come in contact with each other or with concrete shall meet the American National Standards Institute surface roughness requirements as defined in ANSI B-46.1-47, Surface Roughness Waviness and Lay, Part I:

Steel slabs	ANSI 2,000
Heavy plates in contact in shoes to Be welded	ANSI 1,000
Milled ends of compression members, stiffeners and fillers	ANSI 500
Bridge rollers and rockers	ANSI 250
Pins and pin holes	ANSI 125
Sliding bearings	ANSI 125

### 3. Abutting Joints

Abutting joints in compression members and girders flanges, and in tension members where so specified on the drawings, shall be faced and brought to an even bearing. Where joints are not faced, the opening shall not exceed 6.3 mm.

### 4. End Connection Angles

Floor beams, stringers and girders having end connection angles shall be built to plan length back to back of connection angles with a permissible tolerance of 0 mm to minus 1.6 mm. If end connections are faced, the finished thickness of the angles shall not be less than that shown on the detail drawings, but in no case less than 9.5 mm.

### 5. Lacing Bars

The ends of lacing bars shall be neatly rounded unless another form is required.

### 6. Fabrication of Members

Unless otherwise shown on the Plans, steel plates for main members and splice plates for flanges and main tension members, not secondary members, shall be cut and fabricated so that the primary direction of rolling is parallel to the direction of the main tensile and/or compressive stresses.

Fabricated members shall be true to line and free from twists, bends and open joints.

### 7. Web Plates (Riveted or Bolted)

In girders having no cover plates and not to be encased in concrete, the top edges of the web shall not extend above the backs of the flange angles and shall not be more than 3.2 mm below at any point. Any portion of the plate projection beyond the angles shall be chipped flush with the backs of the angles. Web plates of girders having cover plates may not be more than 12.7 mm less in width than the distance back to back of flange angles.

Splices in webs of girders without cover plates shall be sealed on top with red lead paste prior to painting.

At web splices, the clearance between the ends of the plates shall not exceed 9.5 mm. The clearance at the top and bottom ends of the web slice plates shall not exceed 6.3 mm.

#### 8. Bent Plates

Cold-bent load-carrying rolled-steel plates shall conform to the following:

- a. They shall be so taken from the stock plates that the bend line will be at right angles to the direction of rolling, except that cold-bent ribs for orthotropic deck bridges may be bent in the direction of rolling if permitted by the Engineer.
- b. The radius of bends shall be such that no cracking of the plate occurs. Minimum bend radii, measured to the concave face of the metal, are shown in the following table:

ASTM DESIG- ATION	THICKNESS, t in mm					
	Up to 6.3	Over 6.3 To 12.7	Over 12.7 To 25.4	Over 25.4 to 38.1	Over 38.1 to 50.08	
A36	1.5t	1.5t	2t	3t	4t	
A242	2t	3t	5t	a---	a---	
A440	2.5t	3.5t	6t	a---	a---	
A441	2t	3t	5t	a---	a---	
A529	2t	2t	----	----	----	
A572	Gr.42	2t	2t	3t	4t	5t
	Gr.45	2t	2t	3t	4t	----
	Gr.50	2.5t	2.5t	4t	a---	----
	Gr.55	3t	3t	5t	a---	----
	Gr.60	3.5t	3.5t	6t	----	----
	Gr.65	4t	4t	----	----	----
A588	2t	3t	5t	a---	a---	

A514 <sup>b</sup>	2t	2t	2t	3t	3t
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- a It is recommended that steel in this thickness range be bent hot. Hot bending however, may result in a slight decrease in the as-rolled mechanical properties.
- b The mechanical properties of ASTM A 514 steel results from a quench-and-temper-operation. Hot bending may adversely affect these mechanical properties. If necessary to hotbend, fabricator should discuss procedure with steel supplier.

- c. Before bending, the corners of the plate be rounded to a radius of 1.6 mm throughout that portion of the plate where the bending is to occur.

9. Fit of Stiffeners

End stiffeners of girders and stiffeners intended as supports for concentrated loads shall have full bearing (either milled, ground or on weldable steel in compression areas of flanges, welded as shown on the Plans or specified) on the flanges to which they transmit load or from which they receive load. Stiffeners not intended to support concentrated loads shall, unless shown or specified otherwise, fit sufficiently tight to exclude water after being painted, except that for welded flexural members, the ends of stiffeners adjacent to the tension flanges shall be cut back as shown on the Plans. Fillers under stiffeners shall fit within 6.3 mm at each end.

Welding will be permitted in lieu of milling or grinding if noted on the Plans or in the Special Provisions. Brackets, clips, gussets, stiffeners, and other detail material shall not be welded to members or parts subjected to tensile stress unless approved by the Engineer.

10. Eyebars

Pin holes may be flame cut at least 50.8 mm smaller in diameter than the finished pin diameter. All eyebars that are to be placed side by side in the structure shall be securely fastened together in the order that they will be placed on the pin and bored at both ends while so clamped. Eyebars shall be packed and matchmarked for shipment and erection. All identifying marks shall be stamped with steel stencils on the edge of one head of each member after fabrication is completed so as to be visible when the bars are nested in place on the structure. The eyebars shall be straight and free from twists and the pin holes shall be accurately located on the centerline of the bar. The inclination of any bar to the plane of the truss shall not exceed 1.6 mm to 305 mm.

The edges of eyebars that lie between the transverse centerline of their pin holes shall be cut simultaneously with two mechanically operated torches abreast of each other, guided by a substantial template, in such a manner as to prevent distortion of the plates.

11. Annealing and Stress Relieving

Structural members which are indicated in the Contract to be annealed or normalized shall have finished machining, boring and straightening done subsequent to heat treatment. Normalizing and annealing (full annealing) shall be in accordance with ASTM E 44. The temperatures shall be maintained uniformly throughout the furnace during heating and cooling so

that the temperature at no two points on the member will differ by more than 37.8°C at any one time.

Members of A514/A517 steels shall not be annealed or normalized and shall be stress relieved only with the approval of the Engineer.

A record of each furnace charge shall identify the pieces in the charge and show the temperatures and schedule actually used. Proper instruments including recording pyrometers, shall be provided for determining at any time the temperatures of members in the furnace. The records of the treatment operation shall be available to and meet the approval of the Engineer.

Members, such as bridge shoes, pedestals, or others which are built up by welding sections of plate together shall be stress relieved in accordance with the provisions of Subsection 403.3.11 when required by the Plans, Specifications or Special Provisions governing the Contract.

## 12. Tests

When full size tests of fabricated structural members or eyebars are required by the Contract, the Plans or Specifications will state the number and nature of the tests, the results to be attained and the measurements of strength, deformation or other performances that are to be made. The Contractor will provide suitable facilities, material, supervision and labor necessary for making and recording the tests. The members tested in accordance with the Contract will be paid for in accordance with Subsection 403.3.5.1. The cost of testing, including equipment handling, supervision labor and incidentals for making the test shall be included in the contract price for the fabrication or fabrication and erection of structural steel, whichever is the applicable item in the Contract, unless otherwise specified.

### 403.3.5 Pins and Rollers

Pins and rollers shall be accurately turned to the dimensions shown on the Plans and shall be straight, smooth, and free from flaws. Pins and rollers more 228.6 mm or less in diameter may either be forged and annealed. Pins and rollers 228.6 mm or less in diameter may either be forged and annealed or cold-finished carbon-steel shafting.

In pins larger than 228.6 mm in diameter, a hole not less than 50.8 mm in diameter shall be bored full length along the axis after the forging has been allowed to cool to a temperature below the critical range under suitable conditions to prevent injury by too rapid cooling and before being annealed.

Pin holes shall be bored true to the specified diameter, smooth and straight, at right angles with the axis of the member and parallel with each other unless otherwise specified. The final surface shall be produced by a finishing cut.

The distance outside to outside of holes in tension members and inside to inside of holes in compression members shall not vary from that specified more than 0.8 mm. Boring of holes in built-up members shall be done after the riveting is completed.



The diameter of the pin hole shall not exceed that of the pin by more than 0.51 mm for pins 127 mm or less in diameter, or 0.8 mm for larger pins.

The pilot and two driving nuts for each size of pin shall be furnished, unless otherwise specified.

#### **403.3.6 Fastener Holes (Rivets and Bolts)**

All holes for rivets or bolts shall be either punched or drilled. Material forming parts or a member composed of not more than five thickness of metal may be punched 1.6 mm larger than the nominal diameter of the rivets or bolts whenever the thickness of the material is not greater than 19 mm for structural steel, 15.9 mm for high-strength steel or 12.7 mm for quenched and tempered alloy steel, unless subpunching and reaming is required for field connections.

When there are more than five thicknesses or when any of the main material is thicker than 19 mm for structural steel, 15.9 mm for high-strength steel, or 12.7 mm for quenched and tempered alloy steel, all holes shall either be subdrilled or drilled full size.

When required for field connections, all holes shall either be subpunched or subdrilled (subdrilled if thickness limitation governs) 4.8 mm smaller and, after assembling, reamed 1.6 mm larger or drilled full size 1.6 mm larger than the nominal diameter of the rivets or bolts.

When permitted by design criteria, enlarged or slotted holes are allowed with high-strength bolts. For punched holes, the diameter of the die shall not exceed the diameter of the punch by more than 1.6 mm. If any holes must be enlarged to admit the fasteners, they shall be reamed. Holes shall be clean cut, without torn or ragged edges. Poor matching of holes will be cause for rejection.

Reamed holes shall be cylindrical, perpendicular to the member, and not more than 1.6 mm larger than the nominal diameter of the fasteners. Where practicable, reamers shall be directed by mechanical means. Drilled holes shall be 1.6 mm larger than the nominal diameter of the fasteners. Burrs on the outside surfaces shall be removed. Poor matching of holes will be cause for rejection. Reaming and drilling shall be done with twist drills. If required by the Engineer, assembled parts shall be taken apart for removal of burrs caused by drilling. Connecting parts requiring reamed or drilled holes shall be assembled and securely held while being reamed or drilled and shall be matchmarked before disassembling.

Unless otherwise specified, holes for all field connections and field splices of main truss or arch members, continuous beams, towers (each face), bents, plate girders and rigid frames shall be subpunched (or subdrilled if subdrilling is required) and subsequently reamed while assembled in the shop in accordance with Subsection 403.3.7.

All holes for floor-beam and stringer field end connections shall be subpunched and reamed to a steel template reamed while being assembled.

Reaming or drilling full size of field connection through templates shall be done after templates have been located with the utmost care as to position and angle and firmly bolted in place. Templates used for the reaming of matching members, or of the opposite faces of one member, shall be exact duplicated. Templates for

connections which duplicate shall be so accurately located that like members are duplicates and require no matchmarking.

If additional subpunching and reaming is required, it will be specified in the Special Provisions or on the Plans.

Alternately, for any field connection or splice designated above in lieu of sub-sized holes and reaming while assembled, or drilling holes full-size while assembled, the Contractor shall have the option to drill bolt holes full-size in unassembled pieces and/or connections including templates for use with matching sub-sized and reamed holes means of suitable numerically-controlled (N/C) drilling equipment subject to the specific provisions contained in this Subsection.

If N/C drilling equipment is used, the Engineer, unless otherwise stated in the Special Provisions or on the Plans, may require the Contractor, by means of check assemblies to demonstrate that this drilling procedure consistently produces holes and connections meeting the requirements of conventional procedures.

The Contractor shall submit to the Engineer for approval a detailed outline of the procedures that he proposes to follow in accomplishing the work from initial drilling through check assembly, if required, to include the specific members of the structure that may be N/C drilled, the sizes of the holes, the location of common index and other reference points, composition of check assemblies and all other pertinent information.

Holes drilled by N/C drilling equipment shall be drilled to appropriate size either through individual pieces, or any combination of pieces held tightly together.

All holes punched full size, subpunched or subdrilled shall be so accurately punched that after assembling (before any reaming is done), a cylindrical pin 3.2 mm smaller in diameter than the nominal size of the punched hole may be entered perpendicular to the face of the member, without drifting, in at least 75 percent of the contiguous holes in the same plane. If the requirement is not fulfilled, the badly punched pieces will be rejected. If any hole will not pass a pin 4.8 mm smaller in diameter than the nominal size of the punched holes, this will cause for rejection.

When holes are reamed or drilled, 85 percent of the holes in any continuous group shall, after reaming or drilling, show no offset greater than 0.8 mm between adjacent thickness of metal.

All steel templates shall have hardened steel bushings in holes accurately dimensioned from the center lines if the connections as inscribed on the template. The center lines shall be used in locating accurately the template from the milled or scribed ends of the members.

#### **403.3.7 Shop Assembly**

##### **1. Fitting for Riveting and Bolting**

Surfaces of metal in contact shall be cleaned before assembling. The parts of a member shall be assembled, well pinned and firmly drawn together with bolts before reaming or riveting is commenced. Assembled pieces shall be taken apart, if necessary, for the removal of burrs and shavings produced by the reaming operation. The member shall be free from twists, bends and other deformation. Preparatory to the shop

riveting of full-sized punched material, the rivet holes, if necessary, shall be spear-reamed for the admission of the rivets. The reamed holes shall not be more than 1.6 mm larger than the nominal diameter of the rivets.

End connection angles, and similar parts shall be carefully adjusted to correct positions and bolted, clamped, or otherwise firmly in place until riveted.

Parts not completely riveted in the shop shall be secured by bolts, in so far as practicable, to prevent damage in shipment and handling.

## 2. Shop Assembling

The field connections of main members of trusses, arches, continuous beam spans, bents, towers (each face), plate girders and rigid frames shall be assembled in the shop with milled ends of compression members in full bearing, and then shall have their sub-size holes reamed to specified size while the connections are assembled. Assembly shall be "Full Truss or Girders Assembly" unless "Progressive Chord Assembly" or "Special Complete Structure Assembly" is specified in the Special Provisions or on the Plans.

Check assemblies with Numerically-Controlled Drilled Fields Connections shall be in accordance with the provision of 2 (f) of this Subsection.

Each assembly, including camber, alignment, accuracy of holes and fit of milled joints, shall be approved by the Engineer before reaming is commenced or before an N/C drilled check assembly is dismantled.

The fabricator shall furnish the Engineer a camber diagram showing the camber at each panel point in the cases of trusses or arch ribs and at the location of field splices and fractions of span length (0.25 points minimum, 0.10 points maximum) in case of continuous beam and girders or rigid frames. When the shop assembly is Full Truss or Girder Assembly or Special Complete Structure Assembly, the camber diagram shall show the camber measured in assembly. When any of the other methods of shop assembly is used, the camber diagram shall show calculated camber.

Methods of assembly shall be described below:

- a. Full of Truss or Girders Assembly shall consist of assembling all members of each truss, arch rib, bent, tower face, continuous beam line, plate girder or rigid frame at one time.
- b. Progressive Truss or Girder Assembly shall consist of assembling initially for each truss, arch rib, bent, tower face, continuous beam line, plate girder, or rigid frame all members in at least three continuous shop sections or panels but not less than the number of panels associated with three continuous chord lengths (i.e., length between field splices) and not less than 45.72 m in case of structures longer than 45.72 m. At least one shop section or panel or as many panels as are associated with a chord length shall be added at the advancing end of the assembly before any member is

removed from the rearward end so that the assembled portion of the structure is never less than that specified above.

- c. Full Chord Assembly shall consist of assembling with geometric angles at the joints, the full length of each chord or each truss or open spandrel arch, or each leg of each bent or tower, than reaming their field connection holes while the members are assembled; and reaming the web member connections to steel templates set at geometric (not cambered) angular relation to the chord lines. Field connection holes in web members shall be reamed to steel templates. At least one end of each web member shall be milled or shall be scribed normal to the longitudinal axis of the member and the templates of both ends of the member shall be accurately located from one of the milled ends or scribed line.
- d. Progressive Chord Assembly shall consist of assembling contiguous chord members in the manner specified for Full Chord Assembly, and in the number and length specified for Progressive Truss or Girder Assembly.
- e. Special Complete Structure Assembly shall consist of assembling the entire structure, including the floor system. (This procedure is ordinarily needed only for complicated structures such as those having curved girders, or extreme skew in combination with severe grade or camber). The assembly including camber, alignment, accuracy of holes and fit of milled joints shall be approved by the Engineer before reaming is commenced.

A Contractor shall furnish the Engineer a camber diagram showing the camber at each panel point of each truss, arch rib, continuous beam line, plate girder or rigid frame. When shop assembly is Full Truss or Girder Assembly or Special Complete Structure Assembly, the camber diagram shall show the camber measured in assembly. When any of the other methods of shop assembly is used, the camber diagram shall show calculated camber.

- f. Check Assemblies with Numerically-Controlled Drilled Field Connections. A check assembly shall be required for each major structural type of each project, unless otherwise designated on the Plans or in the Special Provisions, and shall consist of at least three contiguous shop sections or, in a truss, all members in at least three contiguous panels but not less than the number of panels associated with three contiguous chord lengths (i.e., length between field splices). Check assemblies should be based on the proposed order erection, joints in bearings, special complex points, and similar considerations. Such special points could be the portals of skewed trusses, etc.

Use of either geometric angles (giving theoretically zero secondary stresses under deadload conditions after erection) or cambered angles (giving theoretically zero secondary stresses under no-load conditions) should be designated on the Plans or in the Special Provisions.

The check assemblies shall be preferably be the first such sections of each major structural type to be fabricated.

No matchmaking and no shop assemblies other than the check assemblies shall be required.

If the check assembly fails in some specific manner to demonstrate that the required accuracy is being obtained, further check assemblies may be required by the Engineer for which there shall be no additional cost to the contracting authority.

#### **403.3.8 Rivets and Riveting**

The size of rivets called for on the Plans shall be the size before heating. Rivet heads shall be of standard shape, unless otherwise specified, and of uniform size for the same diameter of rivet. They shall be full, neatly made, concentric with the rivets holes, and in full contact with the surface of the member. Sufficient rivets for field connections shall be furnished to rivet the entire structure with an ample surplus to replace all rivets burned, lost or cut out.

Rivets shall be heated uniformly to a "light cherry red color" and shall be driven while hot. Any rivet whose point is heated more than the remainder shall not be driven. When a rivet is ready for driving, it shall be free from slag, scale and other adhering matter. Any rivet which is sealed excessively, will be rejected.

All rivets that are loose, burned, badly formed, or otherwise defective shall be removed and replaced with satisfactory rivets. Any rivet whose head is defective in size or whose head is driven off center will be considered defective and shall be removed. Stitch rivets that are loosened by driving of adjacent rivets shall be removed and replaced with satisfactory rivets. Caulking, recapping, or double gunning of rivets heads will not be permitted.

Shop rivets shall be driven by direct-acting rivet machines when practicable. Approved bevelled rivet sets shall be used for forming rivet heads on sloping surfaces. When the use of a direct-acting rivet machine is not practicable, pneumatic hammers of approved size shall be used. Pneumatic bucking tools will be required when the size and length of the rivets warrant their use.

Rivets may be driven cold provided their diameter is not over 9.5 mm.

#### **403.3.9 Bolted Connections, Unfurnished, Turned and Ribbed Bolts**

##### **1. General**

Bolts under this Subsection shall conform to "Specifications for Carbon Steel Externally and Internally Threaded Standard Fasteners", ASTM A 307. Specifications for high strength bolts are covered under Subsection 403.3.10.

Bolts shall be unfinished, turned or an approved form of ribbed bolts with hexagonal nuts and heads except that ribbed bolts shall have button heads. Bolted connections shall be used only as indicated by the Plans or Special Provisions. Bolts not tightened to the proof loads shall have single self locking nuts or double nuts. Bevel washers shall be used where bearing faces have a slope or more than 1:20 with respect to a

plane normal to the bolt axis. Bolts shall be of such length that will extend entirely through their nuts but not more than 6.3 mm beyond them.

Bolts shall be driven accurately into the holes without damage to the threads. A snap shall be used to prevent damage to the heads. The heads and nuts shall be drawn tight against the work with the full effort of a man using a suitable wrench, not less than 381 mm long for bolts of nominal diameter 19 mm and over. Heads of bolts shall be tapped with a hammer while the nuts are being tightened.

#### 2. Unfinished Bolts

Unfinished bolts shall be furnished unless other types are specified. The number of bolts furnished shall be 5 percent more than the actual number shown on the Plans for each size and length.

#### 3. Turned Bolts

The surface of the body of turned bolts shall meet the ANSI roughness rating value of 125. Heads and nuts shall be hexagonal with standard dimensions for bolts of the nominal size specified or the next larger nominal size. Diameter of threads shall be equal to the body of the bolt or the nominal diameter of the bolt specified. Holes for turned bolts shall be carefully reamed with bolts furnished to provide for a light driving fit. Threads shall be entirely outside of the holes. A washer shall be provided under the nut.

#### 4. Ribbed Bolts

The body of ribbed shall be of an approved form with continuous longitudinal ribs. The diameter of the body measured on a circle through the points of the ribs shall be 1.98 mm greater than the nominal diameter specified for the bolts.

Ribbed bolts shall be furnished with round heads conforming to ANSI B 18.5 unless otherwise specified. Nuts shall be hexagonal, either recessed or with a washer of suitable thickness. Ribbed bolts shall make a driving fit with the holes. The hardness of the ribs shall be such that the ribs do not mash down enough to permit the bolts to turn in the holes during tightening. If for any reason the bolt twists before drawing tight, the holes shall be carefully reamed and an oversized bolt used as a replacement. The Contractor shall provide and supply himself with oversize bolts and nuts for this replacement in an amount not less than ten percent (10%) of the number of ribbed bolts specified.

### **403.3.10 Bolted Connections (High Tensile-Strength Bolts)**

#### 1. Bolts

Bolts shall be AASHTO M 164 (ASTM A 325 or AASHTO M 253) tensioned to a high tension. Other fasteners which meet the chemical requirements of AASHTO M 164 or M 253 and which meet the mechanical requirements of the same specification in full size tests and which have body diameter and bearing areas under the head and nut, or

their equivalents, not less than those provided by a bolt and nut of the same nominal dimensions prescribed above, may be used subject to the approval of the Engineer.

Bolts lengths shall be determined by adding the grip-length values given in Table 403.1 to the total thickness of connected material. The values of Table 403.1 compensate for manufacturer's tolerance, the use of heavy semi-finished hexagon nut and a positive "stick-through" at the end of the bolt. For each hardened flat washer that is used add 4 mm to the tabular value and for each bevelled washer add 7.9 mm. The length determined shall be adjusted to the next longer 6.3 mm.

**Table 403.1 - Grip-Length Values**

Bolts Size (mm)	To determine required bolt length, add grip (mm) *
9.5	17.5
12.7	22.2
19.0	25.4
22.2	28.6
25.4	31.7
28.6	38.1
31.7	41.3
34.9	44.4
38.1	47.6

\* Does not include allowance for washer thickness

## 2. Bolted Parts

The slope of surface of bolted parts in contact with the bolt head and nut shall not exceed 1:20 with respect to a plane normal to the bolt axis. Bolted parts shall fit solidly together when assembled and shall not be separated by gaskets or any other interposed compressible material. When assembled, all joint surfaces, including those adjacent to the bolt head, nuts or washers, shall be free of scale, except tight mill scale, and shall also be free of burrs, dirt and other foreign material that would prevent solid seating of the parts. Paint is permitted unconditionally in bearing-type connections.

In friction-type connections, the Class, as defined below, indicating the condition of the contact surfaces shall be specified on the Plans. Where no Class is specified, all joint surfaces shall be free of scale, except tight mill scale and shall not have a vinyl wash.

- a. Classes A, B and C (uncoated). Contact surfaces shall be free of oil, paint, lacquer or other coatings.
- b. Class D (hot-dip galvanized and roughened). Contact surfaces shall be tightly scored by wire brushing or blasting after galvanizing and prior to assembly. The wire brushing treatment shall be a light application of manual or power brushing that marks or scores the surface but remove relatively little of the zinc coating. The blasting treatment shall be a light "brush-off" treatment which will produce a dull gray appearance. However, neither treatment should be severed enough to produce any break or discontinuity in the zinc surface.
- c. Classes E and F (blast-cleaned, zinc rich paint). Contact surfaces shall be coated with organic or inorganic zinc rich paint as defined in the Steel Structures Painting Council Specification SSPC 12.00.
- d. Classes G and H (blast-cleaned, metallized zinc or aluminum). Contact surfaces shall be coated in accordance with AWS C2.2, Recommended Practice for Metallizing with Aluminum and Zinc for Protection of Iron and Steel, except that subsequent sealing treatments, described in Section IV therein shall not be used.
- e. Class I (vinyl wash). Contact surfaces shall be coated in accordance with the provisions of the Steel Structure Painting Council Pretreatment Specifications SSPC PT3.

AASHTO M 164 (ASTM A 325) Type 2 and AASHTO M 253 bolts shall not be galvanized nor shall they be used to connect galvanized material.

### 3. Installation

- a. Bolt Tension. Each fastener shall be tightened to provide, when all fasteners in the joints are tight at least the minimum bolt tension shown in Table 403.2 for the size of fastener used.

Threaded bolts shall be tightened with properly calibrated wrenches or by the turn-of-nut method. If required, because of bolt entering and wrench operation clearances, tightening by either procedure may be done by turning the bolt while the nut is prevented from rotating. Impact wrenches, if used, shall be of adequate capacity and sufficiently supplied with air to perform the required tightening of each bolt in approximately ten seconds.

AASHTO M 253 and galvanized AASHTO M 164 (ASTM A 325) bolts shall not be reused. Other AASHTO M 164 (ASTM A 325) bolts may be reused, but not more than once, if approved by the Engineer. Retightening previously tightened bolts which may have been loosened by the tightening of adjacent bolts shall not be considered as a reuse.

- b. Washers. All fasteners shall have a hardened washer under the element (nut or bolt head) turned in tightening except that AASHTO M 164 (ASTM A 325) bolts installed by the turn of the nut method in holes which are not oversized or slotted may have the washer omitted. Hardened washers shall be used under both the head and nut



regardless of the element turned in the case of AASHTO M 253 bolts if the material against which it bears has a specified yield strength less than 275.76 MPa.

**Table 403.2 – Bolt Tension**

<b>Bolt Size, mm</b>	<b>Minimum Bolt Tension<sup>1</sup>, kg.</b>	
	<b>AASHTO M 164 (ASTM A 325) Bolts</b>	<b>AASHTO M 253 (ASTM A 420) Bolts</b>
12.7	5 466	6 758
15.9	8 709	10 569
19.0	12 882	15 821
22.2	13 268	21 999
25.4	23 360	24 312
28.6	25 605	36 786
31.7	32 522	45 858
34.9	38 760	55 111
38.1	47 174	66 905

<sup>1</sup> Equals to 70 percent of specified minimum tensile strength bolts. Where an outer face of the bolted parts has a slope of more than 1:20 with respect to a Plane normal to the bolt axis, a smooth bevelled washer shall be used to compensate for the lack of parallel line.

c. **Calibrated Wrench Tightening.** When Calibrated wrenches are used to provide the bolt tension as specified above, their setting shall be such as to induce a bolt tension 5 to 10 percent in excess of this value. These wrenches shall be calibrated at least once each working day by tightening, in a device capable of indicating actual bolt tension, not less than three typical bolts of each diameter from the bolts to be installed. Power wrenches shall be adjusted to installed or cut-out at the selected tension. If manual torque wrenches are used, the torque indication corresponding to the calibrating tension shall be noted and used in the installation of all the tested lot. Nuts shall be turned in the tightening direction when torque is measured. When using calibrated wrenches to install several bolts in a single joint, the wrench shall be returned to “touch-up” bolts previously tightened which may have been loosened by the tightening of adjacent bolts, until all are tightened to the prescribed amount.

d. Turn-of-Nut Tightening. When the turn-of-nut method is used to provide the bolt tension specified in (a) above, there shall first be enough bolts brought to a “snug tight” condition to insure that the parts of the joint are brought into full contact with each other. Snug tight is defined as the tightness attained by a few impacts of an impact wrench or the full effort of a man using an ordinary spud wrench. Following this initial operation, bolts shall be placed in any remaining holes in the connection and brought to snug tightness.

All bolts in the joints shall then be tightened additionally, by the applicable amount of nut rotation specified in Table 403.3 with tightening progressing systematically from the most rigid part of the joint to its free edges. During this operation, there shall be no rotation of the part not turned by the wrench.

e. Lock Pin and Collar Fasteners. The installation of lock pin and collar fasteners shall be by methods approved by the Engineer.

Table 403.3 – Nut Rotation From Snug Tight Condition<sup>1</sup>

Bolt Length measured from underside of head to extreme end of point	Disposition of Outer Faces of Bolted Parts		
	Both faces normal to faces normal to bolt axis	One face normal to bolt axis and other face sloped not more 1:20 (bevel washer not used)	Both faces sloped not more than 1:20 from normal to bolt axis (bevel washers not used)
Up to and including 4 diameters	0.33 turn	0.5 turn	0.66 turn
Over 4 diameters but not exceeding 8 diameters	0.5 turn	0.66 turn	0.625 turn
Over 8 diameters but not exceeding 12 diameters <sup>2</sup>	0.66 turn	0.83 turn	1 turn

<sup>1</sup> Nut rotation is relative to bolt, regardless of the element (nut or bolt) being turned. For bolts installed by ½ turn and less the tolerance should be plus or minus 30°, for bolts installed by 2/3 turn and more, the tolerance should be plus or minus 45°.

<sup>2</sup> No research work has been performed by the Research Council on Riveted and Bolted Structural joints to establish the turn-of-nut procedure when bolt lengths exceed 12 diameters. Therefore, the required rotation must be determined by actual tests in a suitable tension device simulating the actual conditions.

#### 4. Inspection

The Engineer will determine that the requirements of these Specifications are not in the work. When the calibrated wrench method of tightening is used, the Engineer shall have full opportunity to witness the calibration tests.

The Engineer will observe the installation and tightening of the bolts to determine that the selected tightening procedure is properly used and will determine that all bolts are tightened.

The following inspection shall be used unless a more extensive or different procedure is specified:

- a. The Contractor shall use an inspecting wrench which may either be a torque wrench or a power wrench that can be accurately adjusted in accordance with the requirements of Subsection 403.3.10(3) (c) above, in the presence of the Engineer.
- b. Three bolts of the same grade, size and condition as those under inspection shall be placed individually in a calibration device capable of indicating bolt tension. Length may be any length representative of bolts used in the structure. There shall be a washer under the part turned in tightening each bolt.
- c. When the inspecting wrench is a torque wrench, each of the three bolts specified above shall be tightened in the calibration device by any convenient means to the minimum tension specified for its size in Table 403.2. The inspecting wrench shall then be applied to the tightened bolt and the torque necessary to run the nut or head 5 degrees (approximately 25.4 mm at 304.8 mm radius) in the tightening direction shall be determined. The average torque measured in the tests of three bolts shall be taken as the job inspection torque to be used in the manner specified below.
- d. When the inspecting wrench is a power wrench, it shall be adjusted so that it will tighten each of the three bolts specified to a tension at least 5 but not more than 10 percent greater than the minimum tension specified for its size in Table 403.2. This setting of wrench shall be taken as the job inspecting torque to be used in the manner specified below.

- e. Bolts, represented by the three samples bolts prescribed above, which have been tightening in the structure shall be inspected by applying, in the tightening direction, the inspecting wrench and its job inspecting torque to 10 percent of the bolts, but not less than two bolts selected at random in each connection. If no nut or bolt head is turned by this application of the job inspecting torque, the connection shall be accepted as properly tightened. If any nut or bolt head is turned by the application of the job inspecting torque, this torque shall be applied to all bolts in the connection, and all bolts whose nut or head is turned by the job inspecting torque shall be tightened and re-inspected, or alternatively, the fabricator or erector, at his option may re-tighten all the bolts in the connection and then resubmit the connection for the specified inspection.

#### **403.3.11 Welding**

Welding shall be done in accordance with the best modern practice and the applicable requirements at AWS D1.1 except as modified by AASHTO "Standard Specifications for Welding of Structural Steel Highway Bridges".

#### **403.3.12 Erection**

##### **1. General**

The Contractor shall provide the falsework and all tools, machinery and appliances, including driftpins and fitting-up bolts, necessary for the expeditious handling of the work and shall erect the metal work, remove the temporary construction, and do all work necessary to complete the structure as required by the Contract and in accordance with the Plans and these Specifications.

If shown on the Plans or in the Special Provisions, the Contractor shall dismantle the old structure on the bridge site in accordance with Item 101, Removal of Structures and Obstructions.

#### **403.3.13 Handling and Storing Materials**

Materials to be stored shall be placed on skids above the ground. It shall be kept clean and properly drained. Girders and beams shall be placed upright and shored. Long members, such as columns and chords, shall be supported on skids placed near enough together to prevent injury from deflection. If the Contract is for erection only, the Contractor shall check the material turned over to him against the shipping lists and report promptly in writing any shortage or damage discovered. He shall be responsible for the loss of any material while in his care, or for any damage caused to it after being received by him.

#### **403.3.14 Falsework**

The false work shall be properly designed and substantially constructed and maintained for the loads which will come upon it. The Contractor shall prepare and submit to the Engineer working drawings for falsework and working drawings for changes in any existing structure for maintaining traffic, in accordance with Clause 45 of Part G, Div. II, Vol. I.

#### **403.3.15 Method and Equipment**

Before starting the work of erection, the Contractor shall inform the Engineer fully as to the method of erection he proposes to follow, and the amount and character of equipment he proposes to use, which shall be subject to the approval of the Engineer. The approval of the Engineer shall not be considered as relieving the Contractor of the responsibility for the safety of his method or equipment or from carrying out the work in full accordance with the Plans and Specifications. No work shall be done until such approval by the Engineer has been obtained.

#### **403.3.16 Straightening Bent Materials**

The strengthening of plates, angles, other shapes and built-up members, when permitted by the Engineer, shall be done by methods that will not produce fracture or other injury. Distorted members shall be straightened by mechanical means or, if approved by the Engineer, by the carefully planned and supervised application of a limited amount of localized heat, except that heat straightening of AASHTO M 244 (ASTM A 514) or ASTM A 517 steel members shall be done only under rigidly controlled procedures, each application subject to the approval of the Engineer. In no case shall the maximum temperature of the AASHTO M 244 (ASTM A 514) or ASTM A 517 steels exceed 607.2°C, nor shall the temperature exceed 510°C at the weld metal or within 152.4 mm of weld metal. Heat shall not be applied directly on weld metal. In all other steels, the temperature of the heated area shall not exceed 648.9°C (a dull red) as controlled by temperature indicating crayons, liquids or bimetal thermometers.

Parts to be heat-straightened shall be substantially free of stress and from external forces, except stresses resulting from mechanical means used in conjunction with the application of heat.

Following the straightening of a bend or buckle, the surface of the metal shall be carefully inspected for evidence of fracture.

#### **403.3.17 Assembling Steel**

The parts shall be accurately assembled as shown on the working drawings and any matchmarks shall be followed. The material shall be carefully handled so that no parts will be bent, broken or otherwise damaged. Hammering which will injure or distort the members shall not be done. Bearing surfaces and surfaces to be in permanent contact shall be cleaned before the members are assembled. Unless erected by the cantilever methods, truss spans shall be erected on blocking so placed as to give the trusses proper camber. The blocking shall be left in place until the tension chord splices are fully connected with permanent fasteners and all other truss connections pinned and erection bolted. Splices of butt joints of compression members, that are milled to bear and of railing shall not be permanently fastened until the spans have been swung, except that such permanent fastening may be accomplished for the truss members at any time that joint holes are fair. Splices and field connections shall

have one-half of the holes filled with erection bolts and cylindrical erection pins (half bolts and half pins) before placing permanent fasteners. Splices and connections carrying traffic during erection shall have three-fourths of the holes so filled, unless otherwise permitted by the Engineer.

Fitting-up bolts shall be of the same nominal diameter as the permanent fasteners and cylindrical erection pins will be 1.6 mm larger.

#### **403.3.18 Riveting**

Pneumatic hammers shall be used for field riveting except when the use of hand tools is permitted by the Engineer. Rivets larger than 15.9 mm in diameter shall not be driven by hand. Cup-faced dollies, fitting the head closely to insure good bearing, shall be used. Connections shall be accurately and securely fitted up before the rivets are driven.

Drifting shall be only such as to draw the parts into position and not sufficient to enlarge the holes or distort the metal. Unfair holes shall be reamed or drilled. Rivets shall be heated uniformly to a "light cherry red" color and shall be driven while hot. They shall not be overheated or burned. Rivet heads shall be full and symmetrical, concentric with the shank, and shall have full bearing all around. They shall not be smaller than the heads of the shop rivets. Rivets shall be tight and shall grip the connected parts securely together. Caulking or recupping will not be permitted. In removing rivets, the surrounding metal shall not be injured. If necessary, they shall be drilled out.

#### **403.3.19 Pin Connections**

Pilot and driving nuts shall be used in driving pins. They shall be furnished by the Contractor without charge. Pins shall be so driven that the members will take full bearing on them. Pin nuts shall be screwed up tight and the threads burred at the face of the nut with a pointed tool.

#### **403.3.20 Setting Shoes and Bearings**

Shoes and bearing shall not be placed on bridge seat bearing areas that are improperly finished, deformed, or irregular. They shall be set level in exact position and shall have full and even bearing. The shoes and bearing plates may be set by either of the following methods:

1. Method 1

The bridge seat bearing area shall be heavily coated with red lead paint and then covered with three layers of 405 to 472 g/m<sup>2</sup> duck, each layer being coated thoroughly on its top surface with red lead paint. The shoes and bearing plates shall be placed in position while the paint is plastic.

As alternatives to canvas and red lead, and when so noted on the Plans or upon written permission by the Engineer, the following may be used:

- a. Sheet lead of the designated thickness
- b. Preformed fabric pad composed of multiple layers of 270 g/m<sup>2</sup> duck impregnated and bound with high quality natural rubber or of equivalent and equally suitable materials compressed into resilient pads of uniform thickness. The number of plies shall be such as to produce the specified thickness, after compression and vulcanizing. The finished pads shall withstand compression loads perpendicular to the plane of the laminations of not less than 7 kg/mm<sup>2</sup> without detrimental reduction in thickness or extension.
- c. Elastomeric bearing pads

## 2. Method 2

The shoes and bearing plates shall be properly supported and fixed with grout. No load shall be placed on them until the grout has set for at least 96 hours, adequate provision being made to keep the grout well moistened during this period. The grout shall consist of one part Portland Cement to one part of fine-grained sand.

The location of the anchor bolts in relation to the slotted holes in expansion shoes shall correspond with the temperature at the time of erection. The nuts on anchor bolts at the expansion ends shall be adjusted to permit the free movement of the span.

### **403.3.21 Preparing Metal Surfaces for Painting**

All surfaces of new structural steel which are to be painted shall be blast cleaned unless otherwise specified in the Special Provisions or approved in writing by the Engineer.

In repainting existing structures where partial cleaning is required, the method of cleaning will be specified in the Special Provision.

The steel surfaces to be painted shall be prepared as outlined in the "Steel Structures Painting Council Specifications" (SSPC) meeting one of the following classes of surface preparation.

- a. SSPC – SP – 5 White Metal Blast Cleaning
- b. SSPC – SP – 6 Commercial Blast Cleaning
- c. SSPC – SP – 8 Pickling
- d. SSPC – SP – 10 Near White Blast Cleaning

Blast cleaning shall leave all surfaces with a dense and uniform anchor pattern of not less than one and one-half mills as measured with an approved surface profile comparator.

Blast cleaned surfaces shall be primed or treated the same day blast cleaning is done. If cleaned surface rust or are contaminated with foreign material before painting is accomplished, they shall be recleaned by the Contractor at his expense.

When paint systems No. 1 or 3 are specified, the steel surfaces shall be blast cleaned in accordance with SSPC – SP – 10. When paint systems No. 2, 4 or 5 are specified,

the steel surface shall be blast cleaned in accordance with SSPC – SP – 6.

#### **403.3.22 System of Paint**

The paint system to be applied shall consist of one as set forth in Table 403.4 and as modified in the Special Provisions.

#### **403.3.23 Painting Metal Surfaces**

##### **1. Time of Application**

The prime coat of paint or pretreatment when specified, shall be applied as soon as possible after the surface has been cleaned and before deterioration of the surface occurs. Any oil, grease, soil, dust or foreign matter deposited on the surface after the surface preparation is completed shall be removed prior to painting. In the event the rusting occurs after completion of the surface preparation, the surfaces shall be again cleaned.

Particular care shall be taken to prevent the contamination of cleaned surfaces with salts, acids, alkali, or other corrosive chemicals before the prime coat is applied and between applications of the remaining coats of paint. Such contaminants shall be removed from the surface. Under these circumstances, the pretreatments or, in the absence of a pretreatment, the prime coat of paint shall be applied immediately after the surface has been cleaned.

##### **2. Storage of Paint and Thinner**

All paint and thinner should preferably be stored in a separate building or room that is well ventilated and free from excessive heat, sparks, flame or the direct ray of the sun.

All containers of paint should remain unopened until required for use. Containers which have been opened shall be used first.

Paint which has livered, gelled, or otherwise deteriorated during storage shall not be used. Thixotropic materials which may be stirred to attain normal consistency are satisfactory.

##### **3. Mixing and Thinning**

All ingredients in any container of paint shall be thoroughly mixed before use and shall be agitated often enough during application to keep the pigment in suspension.

Paint mixed in the original container shall not be transferred until all settled pigment is incorporated into the vehicle. This does not imply that part of the vehicle cannot be poured off temporarily to simplify the mixing.

Mixing shall be by mechanical methods, except that hand mixing will be permitted for container up to 19 litres in size.

Mixing in open containers shall be done in a well ventilated area away from sparks or flames.



Paint shall not be mixed or kept in suspension by means of an air stream bubbling under the paint surface.

When a skin has formed in the container, the skin shall be cut loose from the sides of the container, removed, and discarded. If such skins are thick enough to have a practical effect on the composition and quality of the paint, the paint shall not be used.

The paint shall be mixed in manner which will insure breaking up of all lumps, complete dispersion of settled pigment, and a uniform composition. If mixing is done by hand, most of the vehicle shall be poured off into a clean container. The pigment in the paint shall be lifted from the bottom of the container with a broad, flat paddle, lumps shall be broken up, and the pigment thoroughly mixed with the vehicle. The poured off vehicle shall be returned to the paint with simultaneous stirring, or pouring repeatedly from one container to another until the composition is uniform. The bottom of the container shall be inspected for unmixed pigment. Tinting pastes or colors shall be wetted with a small amount of thinner, vehicle, or paint and thoroughly mixed. The thinned mixture shall be added to the large container of paint and mixed until the color is uniform.

Paint which does not have a limited pot life, or does not deteriorate on standing, may be mixed at any time before using, but if settling has occurred, it must be remixed immediately before using. Paint shall not remain in spray pots, painter's buckets, etc., overnight, but shall be gathered into a container and remixed before use.

No thinner shall be added to the paint unless necessary for proper application. In no case shall more than 0.5 litres of thinner be added per 3.8 litres unless the paint is intentionally formulated for greater thinning.

The type of thinner shall comply with the paint specification.

When the use of thinner is permissible, thinner shall be added to paint during the mixing process. Painters shall not add thinner to paint after it has been thinned to the correct consistency.

All thinning shall be done under supervision of one acquainted with the correct amount and type of thinner to be added to the paint.

**Table 403.4 - Paint System**

	Paint System				
				4	5
High Pollution or Coastal	x	x	x		
Mild Climate				x	X

Note:

1. Paint system shown for severe areas are satisfactorily in less severe areas.

2. Coastal - within 304.8 m of ocean or tidal water.

High pollution-air pollution environment such as industrial areas.

Mild-other than coastal areas not in air pollution environment.

All structural steel shall be painted by one of the following systems. The required system or choice of systems will be shown in the Contract.

System 4 is intended for use in mild climates or to repaint existing structures where the other systems are not compatible.

<b>Coating Thickness</b>	<b>Specifications</b>	<b>Min. Dry Film</b>
<b>System 1 – Vinyl Paint System</b>		
Wash Prime	708.03 (b)	12.7
Intermediate Coat	708.03 (b)	38.10 – 50.80
3 <sup>rd</sup> Coat	708.03 (b)	38.10 – 50.80
4 <sup>th</sup> Coat	708.03 (b)	38.10 – 50.80
Finish Coat	708.03 (b)	38.10 – 50.80
Total thickness		165.10 – 203.20
<b>System 2 – Epoxy-Polyimide System</b>		
Prime Coat	708.03 (c)	50.80 – 76.20
Intermediate Coat	708.03 (c)	50.80 – 76.20
3 <sup>rd</sup> Coat	708.03 (c)	50.80 – 76.20
Finish Coat	708.03 (c)	38.10 – 50.80
Total thickness		190.50 – 279.40
* The third coat may be eliminated in mild climates		

<b>Coating Thickness</b>	<b>Specifications</b>	<b>Min. Dry Film</b>
<b>System 3 – Inorganic Zinc-Rich Coating System</b>		
Prime Coat	708.03(d)	88.90 – 127
Epoxy Intermediate Coat	708.03 (d)	40.80 – 76.20

Finish Coat	708.03 (d)	38.10 – 50.80
Total thickness		177.80 – 254
Alternate System		
Prime Coat	708.03 (d)	88.90 – 127
Wash Primer Tie Coat	708.03 (d)	12.70
Finish Coat	708.03 (d)	38.10 – 50.80
Total thickness		139.70 – 190.50
System 4 – Alkyd-Oil-Basic Lead-Chromate System		
Prime Coat	708.03 (e)	38.10 – 50.80
Intermediate Coat	708.03 (e)	38.10 – 50.80
Finish Coat	708.03 (e)	38.10 – 50.80
Total thickness		114.30 – 152.40
* The paint system may be specified as four coats for new structure steel in mild climate, with a minimum thickness of 152.40 mm.		
System 5 – Organic Zinc-Rich Paint System		
Prime Coat	708.03 (f)	38.10 – 50.80
Intermediate Coat	708.03 (f)	50.80 – 63.50
Wash Primer Tie Coat	708.03 (f)	12.70
Finish Coat	708.03 (f)	38.10 – 50.80
Total thickness		139.70 – 177.80

#### 4. Application of Paint

##### a. General

The oldest of each kind of paint shall be used first. Paint shall be applied by brushing or spraying or a combination of these methods. Daubers or sheepskins may be used when no other method is practicable for proper application in places of difficult access. Dipping, roller coating, or flow coating shall be used only when specifically authorized. All paints shall be applied in accordance with the manufacturer's instructions.

Open seams at contact surfaces of built up members which would retain moisture shall be caulked with red lead paste, or other approved material, before the second undercoat of paint is applied.

Paint shall not be applied when the surrounding air temperature is below 4.4°C. Paint shall not be applied when the temperature is expected to drop to 0°C before the paint has dried. Paint shall not be applied to steel at a temperature over 51.7°C unless the paint is specifically formulated for application at the proposed temperature, nor shall paint be applied to steel which is at a temperature that will cause blistering or porosity or otherwise will be detrimental to the life of the paint.

Paint shall not be applied in fog or mist, or when it is raining or when the relative humidity exceeds 85 percent. Paint shall not be applied to wet or damp surfaces.

When paint must be applied in damp or cold weather, the steel shall be painted under cover, or protected, or sheltered or the surrounding air and the steel heated to a satisfactory temperature. In such cases, the above temperature and humidity conditions shall be met. Such steel shall remain under cover or be protected until dry or until weather conditions permit its exposure.

Any applied paint exposed to excess humidity, rain or condensation shall first be permitted to dry. Then damaged areas of paint shall be removed, the surface again prepared and then repainted with the same number of coats of paint of the same kind as the undamaged areas.

If stripe painting is stipulated in the Special Provisions or if the Contractor chooses to do so at his option, all edges, corners, crevices, rivets, bolts, weld and sharp edges shall be painted with the priming paint by brush before the steel receives first full prime coat of paint. Such striping shall extend for at least 25.4 mm from the edge. When practicable, this stripe coat shall be permitted to dry before the prime coat is applied, otherwise the stripe coat shall set to touch before the full prime coat is applied. However, the stripe coat shall not be permitted to dry for a period of long enough to allow rusting of the unprimed steel. When desired, the stripe coat may be applied after a complete prime coat.

To the maximum extent practicable, each coat of paint shall be applied as continuous film of uniform thickness free of pores. Any thin spots or areas missed in the application shall be repainted and permitted to dry before the next coat of paint is applied. Film thickness is included in the description of paint systems. Each coat of paint shall be in a proper state of cure or dryness before application of the succeeding coat.

**b. Brush Application**

Paint shall be worked into all crevices and corners where possible and surfaces not accessible to brushes shall be painted by spray, doublers, or sheepskins. All runs or rags shall be brushed out. There shall be a minimum of brush marks left in the paint.

**c. Spray Application of Paint**

The equipment used for spray application of paint shall be suitable for the intended purpose, shall be capable of properly atomizing the paint to be applied and shall be equipped with suitable pressure regulators and

gages. The air caps, nozzles, and needles shall be those recommended by the manufacturer of the equipment for the material being sprayed. The equipment shall be kept in satisfactory condition to permit proper paint application. In closed or recirculating paint spray system, where gas under pressure is used over the liquid, the gas shall be an inert, one such as nitrogen. Traps or separators shall be provided to remove oil and water from the compressed air. These traps or separators shall be adequate size and shall be drained periodically during operations. The air from the spray gun impinging against the surface shall show no water or oil.

Paint ingredients shall be kept properly mixed in the spray pots or containers during paint applications either by continuous mechanical agitation or by intermittent agitation as frequently as necessary.

The pressure on the material in the pot and of the air at the guns shall be adjusted for optimum spraying effectiveness. The pressure on the material in the pot shall be adjusted when necessary for changes in elevation of the gun above the pot. The atomizing air pressure at the gun shall be high enough to atomize the paint properly but not so high as to cause excessive fogging of paint, excessive evaporation of solvent or loss by overspray.

Spray equipment shall be kept sufficiently clean so that dirt, dried paint and other foreign material are not deposited in the paint film. Any solvents left in the equipment shall be completely removed before applying paint to the surface being painted.

Paint shall be applied in uniform layer, with overlapping at the edge of the spray pattern. The spray shall be adjusted so that the paint is deposited uniformly. During application, the gun shall be held perpendicular to the surface and at a distance which will insure that a wet layer of paint is deposited on the surface. The trigger of the gun should be released at the end of each stroke.

All runs and sags shall be brushed out immediately or the paint shall be removed and the surface repainted. Spray application of prime coats shall in all cases be immediately followed by brushing

Areas inaccessible to the spray gun shall be painted by brush, if not accessible by brush, daubers or sheepskins shall be used. Brushes shall be used to work paint into cracks, crevices and blind spots where are not adequately painted by spray.

#### d. Shop Painting

Shop painting shall be done after fabrication and before any damage to the surface occurs from weather or other exposure. Shop contact surfaces shall not be painted unless specified.

Surfaces not to be in contact but which will be inaccessible after assembly shall receive the full paint system specified or three shop coats of the specified before assembly.

The areas of steel surfaces to be in contact with concrete shall not be

painted, unless otherwise shown on the Plans, the areas of steel surfaces to be in contact with wood shall receive either the full paint coats specified or three shop coats of the specified primer.

If paint would be harmful to a welding operator or would be detrimental to the welding operation or the finished welds, the steel shall not be painted within a suitable distance from the edges to be welded. Welding through inorganic zinc paint systems will not be permitted unless approved by the Engineer.

Antiweld spatter coatings shall be removed before painting. Weld slag and flux shall be removed by methods at least as effective as those specified for the cleaning.

Machine-finished or similar surfaces that are not to be painted, but do not require protections, shall be protected with a coating of rust inhibitive petroleum, other coating which may be more suitable, for special conditions.

Erection marks and weight marks shall be copied on area that have been previously painted with the shop coat.

e. Field Painting

Steel structures shall be painted as soon as practicable after erection.

Metal which has been shop coated shall be touched up with the same type of paints as the shop coat. This touch-up shall include cleaning and painting of field connections, welds, rivets and all damaged or defective paint and rusted areas. The Contractor may, at his option, apply an overall coat of primer in place of touch-up spot painting.

Surfaces (other than contact surfaces) which are accessible before erection but which will not be accessible after erection shall receive all field coats of paint before erection.

If possible the final coat of paint shall not be applied until all concrete work is finished. If concreting or other operations damage any paint, the surfaces shall be cleaned and repainted. All cement or concrete spatter and dripping shall be removed before any paint is applied.

Wet paint shall be protected against damage from dust or other detrimental foreign matter to the extent practicable.

f. Drying of Painted Metal

The maximum practicable time shall be allowed for paint to dry before recoating or exposure. No drier shall be added to paint on the job unless specifically called for in the Specifications for the paint. No painted metal shall be subjected to immersion before the paint is dried through. Paint shall be protected from rain, condensation, contamination, and freezing until dry, to the fullest extent practicable.

g. Handling of Painted Steel

Painted steel shall not be handled until the paint has dried, except for necessary handling in turning for painting or stacking for drying.

Paint which is damaged in handling shall be scraped off and touched-up with the same number of the coats and kinds of paint as were previously applied to the steel.

Painted steel shall not be loaded for shipment or shipped until it is dry.

Precautions shall be taken to minimize damage to paint films resulting from stocking members.

## 5. Measurement of Dry Film Thickness of Paints

### a. Instrumentation

Dry paint film thickness shall be measured using Pull-Off (Type 1) or Fixed Probe (Type 2) Magnetic Gages. Type 1 gages include Tinsley, Elcometer, Microtest and Inspector models. Type 2 gage include Elcometric, Minitector, General Electric, Verimeter and Accuderm models.

### b. Calibration

#### 1. Type 1 (Pull-Off) Magnetic Gages

Measure the coating thickness on a series of reliable standards covering the expected range of paint thickness. Record the calibration correction either plus (+) or minus (-) required at each standard thickness. To guard against gage drift during use, re-check occasionally with one or more of the standards.

When the gage adjustment has drifted so far that large corrections are needed, it is advisable to re-adjust closer to the standard values and re-calibrate.

For Type 1 gages, the preferred basic standards are small, chromeplated steel panels that may be available from the National Bureau of Standards in coating thickness from 12.70 mm to 203.20 mm.

Plastic shims of certified thickness in the appropriate ranges may also be used to calibrate the gages. The gage is held firmly enough to press the shim tightly against the steel surface. Record the calibration correction as above.

#### 2. Type 2 (Fixed Probe) Magnetic Gages

Shims of plastic or non-magnetic metals laid on the appropriate steel base (at least 76.2 x 76.2 x 3.2 mm) are suitable working standards. These gages are held firmly enough to press the shim tightly against the steel surface. One should avoid excessive pressure that might indent the plastic or, on a blast cleaned surface, might impress the steel peaks into the undersurface of the plastic.

The National Bureau of Standards – standards panels shall not be used to calibrate Type 2 gages.

### c. Measurement Procedures

To determine the effect of the substrate surface condition on the gage readings, access is required to some unpainted areas.

Repeated gage readings, even at points close together, may differ considerably due to small surface irregularities. Three gage readings should therefore be made for each spot measurement of either the substrate or the paint. Move the probe a short distance for each new gage reading. Discard any unusually high or low gage reading that cannot be repeated consistently. Take the average of the three gage readings as the spot measurement.

1. Measurement with Type 1 (Pull-Off) Gage

Measure (A), the bare substrate, at a number of spots to obtain a representative average value. Measure (B), the dry paint film, at the specified number of spots.

Correct the (A) and (B) gage readings or averages as determined by calibration of the gage. Subtract the corrected readings (A) from (B) to obtain the thickness of the paint above the peaks of the surface.

2. Measurement with Type 2 (Fixed Probe) Gage

Place a standard shim of the expected paint thickness on the bare substrate that is to be painted. Adjust the gage in place on the shim so that it indicates the known thickness of the shim.

Conform the gage setting by measuring the shim at several other areas of the bare substrate. Re-adjust the gage as needed to obtain an average setting representative of the substrate.

With the gage adjustment as above, measure the dry paint film at three points. The gage readings indicate the paint film thickness at the three points. The gage readings indicate the paint thickness above the peaks of the surface profile.

Re-check the gage setting at frequent intervals during a long series of measurements. Make five separate spot measurements spaced evenly over each section of the structure 9.29 square metres in area, or of other area as may be specified. The average of five spot measurements for each such section shall not be less than the specified thickness. No single spot measurement (average of three readings) in any section shall be less than 80% of the specified thickness.

Since paint thickness is usually specified (or implied) as a minimum, greater thickness that does not cause defects of appearance or functions such as mud cracking, wrinkling, etc., is permitted unless otherwise specified.

d. Special Notes

All of the above magnetic, if properly adjusted and in good condition, are inherently accurate to within +15% of the true thickness of the coating.

Much larger, external errors may be caused by variations in method of use of the gages or by unevenness of the surface of the substrate or of the



coating. Also, any other film present on the steel (rust or mill scale or even a blast cleaned profile zone) will add to the apparent thickness of the applied paint film.

The surface of the paint and the probe of the gage must be free from dust, grease and other foreign matter in order to obtain close contact of the probe with the paint and also to avoid adhesion of the magnet. The accuracy of the measurement will be affected if the coating is tacky or excessively soft.

The magnetic gages are sensitive to geometrical discontinuities of the steel, as at holes, corners or edges. The sensitivity to edge effects and discontinuities varies from gage to gage. Measurements closer than 25.4 mm from the discontinuity may not be valid unless the gage is calibrated specifically for that location.

Magnetic gage readings also may be affected by proximity to another mass of steel close to the body of the gage, by surface curvature and presence of other magnetic fields.

All of the magnets or probe must be held perpendicular to the painted surface to produce valid measurements.

**403.3.24 Clean-up**

Upon completion and before final acceptance, the Contractor shall remove all falsework, falsework piling down to at least 609.6 mm below the finished ground line, excavated or unused materials, rubbish and temporary buildings. He shall replace or renew any fences damaged and restored in an acceptable manner all property, both public and private, which may have been damaged during the prosecution of the work and shall leave the work site and adjacent highway in a neat and presentable condition, satisfactory to the Engineer. All excavated material or falsework placed in the stream channel during construction shall be removed by the Contractor before final acceptance.

**403.4 Method of Measurement**

**403.4.1 Unit Basis**

The quantity of structural steel to be paid for shall be the number of kilos complete in place and accepted. For the purpose of measurement for payment components fabricated from metals listed in (1) below, such as casting, alloy steels, steel plates, anchor bolts and nuts, shoes, rockers, rollers, pins and nuts, expansion dams, roadway drains and souppers, welds metal, bolts embedded in concrete, cradles and brackets, posts, conduits and ducts, and structural shapes for expansion joints and pier protection will be considered as structural steel.

Unless otherwise provided, the mass of metal paid for shall be computed and based upon the following mass:

1. Unit Density kg/m<sup>3</sup>

Aluminum, cast or rolled	2771.2
Bronze or copper alloy	8585.9

Copper sheet	8938.3
Iron, cast	7128.2
Iron, malleable	7528.7
Lead, sheet	11229
Steel, cast or rolled, including alloy copper bearing and stainless	7849
Zinc	7208.3

## 2. Shapes, Plates Railing and Flooring

The mass of steel shapes and plates shall be computed on the basis of their nominal mass and dimensions as shown on the approved shop drawings, deducting for copes, cuts and open holes, exclusive of rivets holes. The mass of all plates shall be computed on the basis of nominal dimensions with no additional for overrun.

The mass of railing shall be included as structural steel unless the Bill of Quantities contains as pay item for bridge railing under Item 401, Railings.

The mass of steel grid flooring shall be computed separately.

## 3. Casting

The mass of casting shall be computed from the dimensions shown on the approved drawings, deducting for open holes. To this mass will be added 5 percent allowable for fillets and overruns. Scale mass may be substituted for computed mass in the case of castings of small complex parts for which accurate computations of mass would be difficult.

## 4. Miscellaneous

The mass of erection bolts, shop and field paint, galvanizing the boxes, crates and other containers used for shipping, together with sills, struts, and rods used for supporting members during the transportation, bridge hardware as defined in Subsection 402.2.2 excluding steel plates and bearings, connectors used for joining timber members, nails, spikes and bolts, except anchor bolts will be excluded.

## 5. Rivets Heads

The mass of all rivet heads, both files and shop, will be assumed as follows:

<b>Diameter of rivet (mm)</b>		<b>kg per 100 heads</b>
12.7		1.80
15.9		3.20

19.0		5.44
22.2		8.16
25.4		11.80
28.6		16.33
31.7		21.8

#### 6. High-Strength Bolts

High-strength steel bolts shall be considered for purpose of payment, the same as rivets of the same diameter, with the mass of the bolt heads and nuts the same as the corresponding rivet heads.

#### 7. Welds

The mass of shop and field fillet welds shall be assumed as follows:

Size of Weld (mm)		kg per linear metre
6.3		0.984
7.9		1.213
9.5		1.771
12.7		2.690
5.9		3.936
19.0		5.379
22.2		7.314
25.4		9.774

The mass of other welds will be computed on the basis of the theoretical volume from dimensions of the welds, with an addition of 50 mass percent as an allowance for overrun.

#### 8. Other Items

The quantities of other Contract Items which enter into the completed and accepted structure shall be measured for payment in the manner prescribed for the Items involved.

#### **403.4.2 Lump Sum Basis**

Lump sum will be the basis of payment unless noted otherwise in the bidding documents. No measurements of quantities will be made except as provided in Subsection 403.5.1 (4).

## **403.5 Basis of Payment**

### **403.5.1 Structural Steel**

#### **1. Furnished, Fabricated and Erected**

The quantity, determined as provided above, shall be paid for at the contract unit price per kilogram for “Structural Steel, furnished, fabricated and erected”, which price and payment shall constitute full compensation for furnishing, galvanizing, fabricating, radiographing, magnetic particle inspection, delivering, erecting ready for use, and painting all steel and other metal including all labor, equipment, tools and incidentals necessary to complete the work, except as provided in Subsections 403.5.2, 403.5.3 and 403.5.4.

#### **2. Furnished and Fabricated**

When a quantity and unit price for “Structural Steel, furnished and fabricated” are shown in the Bill of Quantities, the quantity, determined as provided above, will be paid for at the contract unit price per kilogram which price and payment shall be full compensation for furnishing, galvanizing, fabricating, radiographing, magnet particle inspection, shop painting and delivering the structural steel and other metal free of charges at the place designated in the Special Provisions and for all labor, equipment, tools and incidentals necessary to complete the work, save erection and except as provided in Subsection 403.5.2, 403.5.3 and 403.5.4.

#### **3. Erected**

When a quantity and unit price for “Structural Steel Erected” are shown in the Bill of Quantities, the quantity, determined as provided above, will be paid for at the said contract unit price per kilogram which price and payment shall be full compensation for unloading all the structural steel and other metal, payment of any demurrage charges, transporting to the bridge site, erecting, magnetic particle inspection and radiographing, complete ready for use including furnishing and applying the field paint including all labor, equipment, tools and incidentals necessary to complete the work, save furnishing and fabrication, and except as provided in Subsections 403.5.2, 403.5.3 and 403.5.4.

#### **4. Lump Sum**

When the Bill of Quantities calls for lump sum price for “Structural Steel, furnished, fabricated and erected”, the Item will be paid for at the contract lump sum price and payment shall be full compensation for furnishing, fabricating and erecting material and for all work herein before prescribed in connection therewith, including all labor, equipment, tools and incidentals necessary to complete the work, except as provided in Subsections 403.5.2, 403.5.3 and 403.5.4.

The estimate of the mass of structural steel shown on the Plans is approximate only and no guarantee is made that it is the correct mass to be furnished. No adjustment in the contract price will be made if the mass furnished is more or less than estimated mass.

If changes in the work are ordered by the Engineer, which vary the mass of steel to be furnished, the lump sum payment shall be adjusted as follows:

- a. The value per kilogram of the increase or decrease in mass of structural steel involved in the change shall be determined by dividing the contract lump sum amount by the estimate of mass shown on the Plans. The adjusted contract lump sum payment shall be the contract lump sum plus or minus the value of the steel involved in the change, and no additional compensation shall be made on account of said change.
- b. Full-size members which are tested in accordance with the Specifications when such tests are required by the Contract, shall be paid for at the same rate as for comparable members in the structure. Members which fail to meet the Contract requirements, and members rejected as a result of test shall not be paid for.

**403.5.2 Material Considered as Structural Steel**

For the purpose of Subsection 403.5.1 and unless otherwise shown on the Plans, castings, forgings, special alloy steels and steel plates, wrought iron, and structural shapes of expansion joints and pier protection shall be considered as structural steel except that when quantities and unit price for certain alloy steels, forgings, castings or other specific categories of metal are called for in the Bill of Quantities, the mass of such selected material, determined as provided above, shall be paid for at the respective contract unit price per kilogram for “Structural Steel (Alloy steel, forgings, castings, and/or other category), furnished and fabricated, and erected” or “Structural Steel (Subsection 403.4.1), furnished and fabricated” as named in the Bill of Quantities.

**403.5.3 Other Items**

The quantities of all other Contract Items which enter into the completed and accepted structure shall be paid for at the contract unit prices for the several Pay Items as prescribed for the Items involved.

**403.5.4 Payment as Reinforcing Steel**

When the Bill of Quantities does not contain a pay item for structural steel, the quantities of metal drains, scuppers, conduits, ducts and structural shapes for expansion joints and pier protection, measured as provided above will be paid for as Reinforcing Steel under Item 404.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
403	Steel Works, furnished, fabricated and erected	Sq.m.

## ***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.1.1(6)	Provision of Combined Field Office, Laboratory & Living Quarters	Mos.	1.50		
B.5	Project Billboard/Signboard	Each	1.00		
B.7	Occupational Safety & Health Program	Mos.	1.50		
1014(1)	Pre-Painted Metal Sheets	Sq.m.	302.83		
403	Metal Structure	Sq.m.	302.83		
<b>TOTAL BID PRICE</b>					

Amount in Words:

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# *Section IX. Bidding Forms*

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## Bid Form

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Date: \_\_\_\_\_

IB<sup>4</sup> N<sup>o</sup>: \_\_\_\_\_

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

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<sup>4</sup> 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

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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

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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. 9184<sup>5</sup>;
- (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

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<sup>5</sup> 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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## Invitation to Bid for Foreign-Assisted Projects

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### *[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]*.<sup>6</sup> 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*

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<sup>6</sup> 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*]<sup>7</sup>.)

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 Conference<sup>8</sup> 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]*

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<sup>7</sup> 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.

<sup>8</sup> *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"> <li>(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;</li> <li>(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;</li> <li>(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</li> <li>(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.</li> </ul> <ul style="list-style-type: none"> <li>(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;</li> <li>(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;</li> <li>(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</li> </ul>
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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 <a href="http://www.adb.org">www.adb.org</a></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 <a href="http://www.adb.org">www.adb.org</a>.</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"> <li>i. Registration Certification of the Company;</li> <li>ii. List of relevant contracts that comply to the experience requirement as specified in ITB Clause 5.4;</li> <li>iii. Audited financial statement for the past two years;</li> <li>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;</li> </ol> <p>b. Technical Documents</p> <p><b><i>(To Be Revisited)</i></b></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><b><i>(To Be Revisited together with the Technical Documents)</i></b></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 <b>ITB</b> 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><b>a. Eligibility Requirements</b></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>b. Technical Documents</b></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.

