

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Competitive Bidding for **INFRASTRUCTURE** **PROJECT**

**“DESIGN AND BUILD FOR THE
CONSTRUCTION OF ONE (1) STOREY
DILG ALBAY OFFICE BUILDING”**

Government of the Republic of the Philippines

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**INVITATION TO BID FOR THE DESIGN AND BUILD FOR THE CONSTRUCTION OF
ONE (1) STOREY DILG ALBAY OFFICE BUILDING**

The Department of Interior and Local Government Regional Office V, through the 2016 Capital Outlay Fund Budget, intends to apply the sum of **FIVE MILLION PESOS(Php 5,000,000.00)** being the Approved Budget for the Contract (ABC) to payment for the Design and Build for the Construction of One (1) Storey DILG Albay Office Building. Bids received in excess of the ABC shall automatically be rejected at bid opening.

Name of Project	Location	Brief Description	Approved Budget for the Contract (ABC)	Contract Period
DESIGN AND BUILD FOR THE CONSTRUCTION OF ONE (1) STOREY DILG ALBAY OFFICE BUILDING	Regional Center Site, Rawis, Legazpi City	Design and Build for the Construction of One (1) Storey DILG Albay Office Building	Php 5 Million	180 Calendar Days

The DILG Regional Office V now invites bidders for the Design and Build for the Construction of One (1) Storey DILG Albay Office Building. Intended completion of the Works is 180 calendar days.

A prospective bidder should possess a valid PCAB Contractor's License of at least Size Range "Small B" and License Category "C & D" (per PCAB Circular No. 001 series of 2009). The Design and Build Contractor (as solo or in joint venture/consortia) should be able to comply with the experience requirement under the IRR of RA 9184, where one of the parties (in a joint venture/consortia) should have at least one (1) similar project, both in design and build with at least 50% of the ABC to be bid: Provided, however, that contractors under Small B categories with no experience in design and build projects on its own it may enter into subcontracting, partnership, or joint ventures with design or engineering firms for the design portion of the contract.

Bidding will be conducted through open competitive bidding procedures using nondiscretionary "pass/fail" criterion as specified in the Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184) otherwise known as the "Government Procurement Reform Act".

A complete set of Bidding Documents may be purchased by interested Bidders from DILG Regional Office V, Rizal St., Legazpi City upon payment to the DILG RV Cashier of a nonrefundable fee in the form of cash in the amount of Php 5,000.00.

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and DILG RV website(**region5.dilg.gov.ph**), provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

The summary of the schedule of the Bids and Awards Committee (BAC) activities is as follows:

Republic of the Philippines
Department of Interior and Local Government
Regional Office V

PRE-PROCUREMENT	June 2, 2017, 10:00 a.m. DILG Regional Office Conference Room, Rizal St. Legazpi City
SELLING PERIOD OF BIDDING DOCUMENTS	June 6, 2017 to June 28, 2017 BAC Secretariat Office FAD Office, DILG Regional Office, Legazpi City
PRE-BID CONFERENCE	June 14, 2017 9:30 a.m. DILG Regional Office Conference Room, Rizal St. Legazpi City
DEADLINE OF SUBMISSION OF BIDS (Late bids shall not be accepted)	June 28, 2017, 9:30 a.m. BAC Secretariat Office FAD Office, DILG Regional Office, Legazpi City
OPENING OF BIDS	June 28, 2017 1:30 p.m. DILG Regional Office Conference Room, Rizal St. Legazpi City

Bids must be delivered to the DILG RV Conference Room, Rizal St., Legazpi City not later than 9:30 a.m. of June 28, 2017. All bids must be accompanied by a bid security in the form and in the amount as indicated in the bidding documents. Late bids shall not be accepted.

Bids will be opened in public at the stated address and schedule above.

Bidders shall synchronize their time with the clock found at the lobby of DILG Regional Office .

The DILG REGIONAL OFFICE V assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of the bid.

The DILG REGIONAL OFFICE V reserves the right to accept or reject any or all Bids, to annul or cancel the bidding process at any time prior to contract award, and accept the proposal most advantageous to the government without thereby incurring any liability to the affected Bidder or Bidders whatsoever.

For further information, please refer to:

BIDS AND AWARDS COMMITTEE SECRETARIAT
DILG Regional Office, DILG, Rizal St. Legazpi City
Tel: (052)480-1486
Email add: dilg5.bac@gmail.com

HENEDINA T. GONZALES Chairperson,
Bids and Awards Committee

**TERMS OF REFERENCE AND
DESIGN PARAMETERS AND SPECIFICATIONS**

for the

**DESIGN AND BUILD FOR THE CONSTRUCTION OF ONE (1) STOREY DILG ALBAY
OFFICE BUILDING**

A. PROJECT DESCRIPTION:

Project Components

The proposed project shall consist of the following:

1. Design of a 200 sq.m.-One Storey DILG Albay Office Building shall be made of reinforced concrete possible for 2nd-storey expansion that can resist intensity 8.0 earthquake.
2. High-slab roofing w/ appropriate water proofing.
3. Decorative ceiling in 6mm thk. plywood.
4. Provision of appropriate design of panel doors and steel casement windows for natural ventilation system
5. Provision of perimeter fence and efficient storm drainage and concrete gutter.
6. Provision of water system and complete with plumbing system including septic tank must be included.
7. The electrical system is 240 V with separate provision of 1 unit electrical power transformer.
8. The design must have different types of spaces available, which are the following:
 - a.)Provincial Director's Office,
 - b.) Office meeting room,
 - c.)Conference room,
 - d.)Working area(admin, finance & technical services section),
 - e.)Two (2) Toilets w/ a minimum area of 16 sq.m. – for PD's rm& employees/visitor's(1 water closet & lavatory for each men and women/compliant to BP 344),
 - f.)Provision of Pantry,
 - g.)Lobby/Receiving area,
 - h.)Entrance porch,
 - g.)Provision of ramp with railingsfor PWD's and
 - i.)Parking area

Project Location

The specific site of the proposed office building is at the Regional Center Site (beside NAPOLCOM Building) Rawis, Legaspi City.

Please refer to the attached:

- **Location plan and site development plan(reference A),**
- **Conceptual plans: perspective and floor plan(reference B)**

Approved Project/ Budget Cost For The Contract (ABC)

The Approved Budget for the Contract is **P 5.0 Million**

Contract Duration : 180 Calendar Days

B. SCOPE OF WORKS:

The works covered under this project include :

- a. Preparation and submission of all the necessary engineering design investigation and survey report, detailed architectural and engineering (structural, electrical and sanitary) plans, technical specifications, program of works, detailed cost estimate and construction schedule,
 - b. Complete supply of labor, materials, equipment and the necessary facilities for the construction of DILG Albay Office Building:
 1. Site preparation.
 2. Earth filling works,
 3. Structural Concrete Works
 4. Masonry works (to include plastering & finished),
 5. Scaffoldings and staging
 6. Carpentry works,
 7. Installation of doors and windows
 8. Electrical works (to include electrical power transformer),
 9. Drainage system,
 10. Tile Works
 11. Plumbing worksand Fixtures
 12. Painting works, and
 13. Other necessary structures and works to complete the project.
 - c. Project supervision and management to ensure strict compliance with the project requirements and workmanship; and to properly undertake/construct and produce the desired work/ project.
 - d. Submission of all construction records.
 - e. Submission of as-built plan/drawings, certificate of warranties, manuals and other documents necessary in the maintenance program of the project upon the completion of the project.
- ❖ **DILG Region V** shall be the **owner** of all the **plans** of this projectand can be used in other DILG offices which require similar architectural and engineering design.

C. GENERAL REQUIREMENTS

- I. Submission of soft and hard copy of the preliminary conceptual design, plan, perspective, floor plan, cross section and longitudinal section and elevations including the structural analysis and design computation duly signed by the Design Engineer, which during the post-qualification process, the DILG Technical Working Group will review and verify the correctness of the design computations.
- II. Submission of soft and hard copy of the technical specifications and architectural and engineering plans, duly signed by the concerned Architect / Engineer for the Proposed DILG Albay Office Building showing the following:
 - 1.) Perspective view of the building
 - 2.) Floor plan and elevations
 - 3.) Foundation plan
 - 4.) Roof slab and steel Roof slab framing/deckframing reinforcement plan
 - 5.) Columns, beams and other structural details
 - 6.) Reflected ceiling plan
 - 7.) Schedule of doors and windows
 - 8.) Schedule of floor, walls and ceiling finishes
 - 9.) Plumbing, sanitary and septic tank plans
 - 10.) Electrical plans (Complete with lighting and power layout, design and schedule of computation, riser or single line diagram) load
 - 12.) Water system
 - 13.) Drainage System (with catch basin/provision for sewer system)
- III. Submission of soft and hard copy of the technical specifications of construction materials to be used in the project.
- IV. Submission of soft and hard copy of the Program of Works and Detailed Cost Estimate
- V. Submission of soft and hard copy of the PERT / CPM (from design to construction phase)
- VI. Securing and payment of fees for the necessary permits, certifications and clearances.
- VII. Construction/installation of temporary facilities and utilities.
- VIII. Testing of material samples.

All design requirements of this project must be in accordance and in compliance with the provisions of the latest edition of the National Building Code, National Structural Code of the Philippines for the Buildings, Towers and Other Structures; and the Philippine Electrical Code.

D. SCOPE AND DESIGN CONSIDERATIONS

a. General

1. It shall be in strict accordance and in conformity with all applicable National Laws, Local Ordinances, Building Rules and Regulations
2. All reinforcing bars shall conform to ASTM 1615 grade 33 for diameter 12mm & smaller bars and grade 40 for diameter 16mm and larger bars.
3. Provide 75mm thk. Gravel bedding to all footing and footing beam.
4. Maintain minimum concrete cover for reinforcing steel as follows

Suspended slab	19mm
Slab on grade	40mm
Beams stirrups and column ties	25mm
Where concrete is exposed to earth but poured against form	50mm
Where concrete is deposited directly against earth	75mm

5. Splices shall be securely wired together and shall lap or extend in accordance with the ACI Code Provision for lap splices and anchorage length unless otherwise shown on drawings, splicing shall be ST-aggered whenever possible.
6. All anchor bolts, dowels and other inserts shall be properly positioned and secured in place prior to placing of concrete.
7. All concrete shall be kept moist for a minimum of seven consecutive days immediately after pouring by the use of wet burlap for spraying, curing compounds or other approved methods.
8. Stripping of forms and shores;

Foundation	24hrs.
Suspended Slab except when additional loads are imposed	14 days
Wall	18 hrs.
Beam	07 days

b. Concrete and Reinforcement

1. All materials workmanship shall confirm with the latest Building Code American Institute (ACI-318).

2. All concrete shall developed a minimum compressive strength at the end of (28) days with corresponding maximum size aggregates and slump as follows:

<u>Location</u>	<u>28days strength</u>	<u>Max.Agg</u>	<u>Max Slump</u>
Slab on grade	2500psi	25mm	100mm
Foundation	3000psi.	19mm	100mm
Columns and beams	3000psi	19mm	100mm

3. Minimum thickness of floor slab shall be 150mm with 10mm diameter temperature bar @ 0.60m on center both ways on 100mm thick gravel bedding (crushed aggregates base course with binder) with a minimum of 95% compaction.

4. Roofs slab shall be provided with water proofing materials.

5. Roof drainage shall be made of concrete gutter with parapet wall and downspouts accessories.

c. Foundation

1. Foundation designed for an assumed bearing capacity of 100KPA and to be verified by actual soil testing.

2. Foundation shall rest on natural soil unless otherwise permitted by the engineer. No part of foundation shall rest on fill.

3. The contractor shall notify the engineer after footing excavation have been completed and prior to concreting top confirm the design soil bearing capacity.

4. Commence soil poisoning work when gravel bed have been prepared prior to pouring of footing and footing tie beam and when the area is substantially dry.

d. Structural Steel Works

1. All structural steel shall have a minimum yield strength of, $f_y=248MPa$ (36,000psi) and shall conform to ASTM A36 specifications.

2. All structural steel shall be fabricated and erected in accordance with the AISC specification and code of standard practice as amended to date.

3. All cold formed steel shall have a minimum yield strength of $f_y=248MPa$ (36,000psi).

4. All structural tubing shall have a minimum yield strength of $f_y=248MPa$ (36,000psi) and shall conform to ASTM A502.

5. All shop and field welding shall be in accordance with AWS S.1.1 and performed by qualified welders.

6. Unless indicated otherwise welding electrodes shall be E70xx. Minimum thickness of weld be 3mm.

7. Bolts for structural steel members connections shall conform ASTM-A325 specification. Unless otherwise indicated all anchor bolts shall conform to ASTM-307 specifications.

e. Masonry and Concrete Blocks

1. All load bearing type concrete, shall have a unit weight not to exceed 80pcf. For load bearing type concrete block a minimum compressive strength of 100psi. shall be developed.
2. Provide 1-16mm diameter vertical bars at corners, intersection end of walls and each sides openings.
3. Lintel beams for windows and doors shall bear at least 200mm on each side of masonry wall openings.
4. Exterior walls are made up of 150 mm thk. CHB, plain cement plastered finished.
5. Wall reinforcement shall be as follows:

Wall Thickness	Vert. Reinf.	HOR. Reinf.
150mm	10mmdia.@600mm.	10mm@every 3-layers
100mm	10mmdia.@600mm,	10mm@every 3-layers

f. Carpentry and Wood Works

1. Lumbers shall be of respective kinds required for the various parts of the work, well seasoned, free from large, loose or unsound knots, saps, cracks,shakes or other imperfections impairing its length, durability and appearance.
2. Some of the structural framing lumbers may be of the rough dimensions.
3. All wood door frames shall be made of kiln dried hardwood or equivalent.
4. All wood sections and panels used for architectural finishes and interiors shall be made o kiln dried hardwood or equivalent.
5. All woods that are permanently installed shall be cured with anti-termite solutions.

g. Electrical

1. Electric power supply shall be 3-phase, 240V, 60 Hz. Electrical wires/cables, fixtures and devices shall be brand new and its installation shall conform to the provision of the latest edition of Philippine Electrical Code (PEC). Minimum size of circuit homerun for lighting and power layout shall be 3.5mm². The following shall be likewise provided:

- lighting fixture with photovoltaic cell
- convenience outlet and a heavy duty outlet for ACU & Refrigerator
- Panel board, Main: (based on computation of load) 14 branches, 240 V, 3P with Nema
- Circuit breaker, 70 AT, 3P with Nema enclosure
- Fire Fighting and Protection system shall be provided and equipped with the following:

- Fire extinguisher (5 kg capacity ABC dry)
- Fire Hydrant (Piping and accessories) - 2 sets.
- Smoke detectors and sprinklers shall be installed in conspicuous location

h. Plumbing Works and Fixtures

1. Two toilets-for (PD's Office & employees/visitors), shall have one (1) water closet and one (1) lavatory for each male and female.

2. Use quality brand series 1000PVC sanitary pipe for all drainage, grey water and soil pipeline.

3. Use quality brand uPVC for all water supply pipelines.

4. Septic tank shall be provided with all the necessary parts and including all pipe vents and fittings.

5. All fittings and trimmings for fixtures shall be chromium plated and polished brass unless otherwise approved.

6. Built in fixtures shall be water tight with provision with water supply and drainage outlet, fittings and trap seal.

7. Water closet shall be vitreous china, free standing toilet combination, round front bottom outlet siphon vortex or wash-down bowl with extended rear self and closed coupled tank with cover complete with fittings and mounting accessories.

8. Urinal's shall be vitreous china, wall hung waterless urinal with extended shields, concealed wall hangers pockets, 19mm top spud complete with fittings and mounting accessories. Model make and color shall be approved by the owner.

9. Floor drains shall be made of stainless steel, measuring 4" x 4" and provided with detachable stainless strainer, expanded metal type.

10. Faucets shall be made of stainless steel.

5. All the necessary requirements shall conform to the latest edition of National Plumbing Code.

i. Tiles -Floor finishes shall be ceramic tiles (office space, Kitchen and T&B). Walls finishes for (T & B) shall also be of ceramic tiles. Colors and design is subject to the approval of the owner.

j. Paintings

1. Concrete walls shall be plain cement plastered and paint finished, color to be approved by DILG. All primary and secondary steel members shall be painted with epoxy primer and coated with top coat enamel paint.

2. The office building shall be painted finished, color to be approved by DILG.

k. Upon completion of the building, the same shall be provided with prescribed logo and marker (specific location to be designated by DILG).

l. Clearing of site from all forms of trash and debris, upon the completion of the project.

Submitted by :

Technical Working Group

ENGR. JAYNE T. TUBORO
Engineer/PDMU

ENGR. ALVIN N. MAGDAONG
Engineer/PDMU

ENGR. RENATO C. BOLON
LGOO VI/ Head, PDMU

Recommending Approval :

ATTY. ARNALDO E. ESCOBER, CESO V
OIC-Assistant Regional Director

Approved:

ELOUISA T. PASTOR, CESO IV
Regional Director

INSTRUCTIONS TO BIDDERS (ITB)

A. General

1. Scope of Bid

1.1. The PROCURING ENTITY as defined in the **BDS**, invites Bids for the construction of Works, as described in Section VI. Specifications. The name and identification number of the Contract is provided in the **BDS**.

1.2. The successful Bidder will be expected to complete the Works by the intended completion date specified in the **SCC** Clause 1.16.

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive and Coercive Practices

3.1. The Procuring Entity, as well as Bidders and Contractor, 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, noncompetitive 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;

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

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

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

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

4. Conflict of Interest

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

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

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

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

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

5. Eligible Bidders

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

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnership duly organized under the laws of the Philippines and of which at least seventyfive percent (75%)of, and of which at least seventy-five percent (75%) of the outstanding capital stock the interest belongs to citizen of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines, and of which at least seventyfive percent (75%) of the interest belongs to citizens of the Philippines; and,
- (e) Persons/entities forming themselves into a joint venture (JV), i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, that Filipino ownership or interest of the joint venture concerned shall be at least seventy-five percent (75%):

Provided, further, that joint venture 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 requirements: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less that 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 Joint Venture Agreement (JVA).

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

5.3 Government Corporate Entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

5.4 Unless otherwise provided in the **BDS**, the bidder must have completed at least onecontract similar to the Project the value of which, adjusted to current prices using the National Statistics Office consumer price index, must be at least equivalent to a percentage of the ABC stated in the **BDS**.

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

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

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

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

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

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

6. Bidder's Responsibilities

6.1. The Bidder or its duly authorized representative shall submit a Sworn Statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause 12.1(b)(iii).

6.2 The Bidder is responsible for the following:

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

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

6.3 The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions for this Project. Unless otherwise indicated in the **BDS**, failure to furnish all information or documentation required in this Bidding Documents shall result in the rejection of the bid and the disqualification of the Bidder.

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; (d) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

6.5 The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.

6.6 Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts, and regulations of the Philippines that may affect the contract in any way.

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

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

7. Origin of GOODS and Services

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of the GOODS and 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 sub-contract 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 Works shall be disallowed.

8.3 The Bidder may identify the subcontractor 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 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 Bidder's questions on the technical and financial components of this Project.

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 a bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents discussed during the pre-bid conference.

9.3 Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

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

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

10.3 Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity concerned, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their Bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English certified by the appropriate embassy or consulate in the Philippines, in which case the English translation shall govern, for purposes of interpretation of the Bid.

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) **Eligibility Documents -**

Class “A” Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor’s permit issued by the City or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within **five (5) years from the submission of bids**, unless otherwise stated in the **BDS**, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
 - (iii.1) name of the contract;
 - (iii.2) date of the contract;
 - (iii.3) contract duration;
 - (iii.4) owner’s name and address;
 - (iii.5) nature of work;
 - (iii.6) contractor’s role (whether sole contractor, sub-contractor, or partner in a JV) and percentage of participation;
 - (iii.7) total contract value at award;
 - (iii.8) date of completion or estimated completion time;
 - (iii.9) total contract value at completion, if applicable;
 - (iii.10) percentages of planned and actual accomplishments, if applicable;
 - (iii.11) value of outstanding works, if applicable;
 - (iii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and
 - (iii.13) the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, *and/or* Certificates of Completion and owner’s acceptance, if applicable;
- (iv) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;
- (v) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped “received” by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- (vi) Net Financial Contracting Capacity (NFCC) computation or Credit Line Certificate (CLC) in accordance with ITB Clause 5.5; and

Class “B” Document:

(vii) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.

(b) Technical Documents -

(i) Bid Security as prescribed in **ITB** Clause 18. If the bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) A surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;

(ii) Project Requirements, which shall include the following:

(ii.1) Organizational chart for the contract to be Bid;

(ii.2) List of contractor’s personnel (*viz.*, Project Manager, Project Engineers, Materials Engineers, Electrical Engineers or Master Electrician and Foremen), to be assigned to the contract to be Bid, with their complete qualification and experience data, and

(ii.3) List of contractor’s equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and

(iii) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

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

(a) Financial Bid Form in accordance with the form prescribed in Section IX. Bidding Forms; and

(b) Any other document required in the **BDS**.

13.2. Unless indicated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

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 the original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

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

14.3 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

15.1 The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.

15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of Bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

15.4. Unless otherwise indicated in the **BDS**, 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 indicated in the **BDS** and specified in **GCC** Clause 48 and its corresponding **SCC** provision.

16. Bid Currencies

16.1. All Bid prices shall be quoted in Philippine Pesos unless otherwise specified in the **BDS**. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid opening.

16.2 If so allowed in accordance with **ITB** Clause 16.1, the Procuring entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

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

17. Bid Validity

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

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request the Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its Bid Security but his bid shall no longer be considered for further

evaluation and award. A Bidder granting the request shall not be required or permitted to modify its Bid.

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

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

18.2. The bid security should be valid for the period specified in the **BDS**. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the **PROCURING ENTITY** as nonresponsive.

18.3. No Bid Securities shall be returned to Bidders after the opening of Bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in the **ITB** Clause 18.2

18.4 Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2

18.5 The Bid Security may be forfeited:

- (a) if a Bidder
 - (i) withdraws its Bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
 - (iii) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB** Clause 28.2; or (iv) any other reason stated in the **BDS**
- (b) if the successful Bidder :
 - (i) fails to sign the contract in accordance with the **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32; or
 - (iii) any other reason stated in the **BDS**.

19. Format and Signing of Bid

19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided under 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 envelope shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4. The bid, except for the unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.

19.5. Any interlineations, erasures, alterations 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 Unless otherwise indicated in the **BDS**, Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked as “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 Bids as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the Bidder or its duly authorized representative/s.

20.4 All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity's BAC identified in **ITB** Clause 10.1;
- (d) bear the specific identification of this bidding process indicated in the Invitation to Bid; and
- (e) bear a warning "DO NOT OPEN BEFORE . . ." the date and time for the opening of Bids, in accordance with **ITB** Clause 21.

20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid. Moreover, failure to comply with the required sealing and marking of bids shall be a ground for disqualification.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

23.2. A Bidder may, through a letter of withdrawal, withdraw its Bid after it has been submitted, for valid and justifiable reason; provided that the letter of withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of Bids.

23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of Bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.

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

24. Opening and Preliminary Examination of Bids

24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first envelope as "passed".

24.2 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.

24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn Bid shall be returned to the Bidder unopened. If the withdrawing Bidder's representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The bidder may withdraw its Bid prior to the deadline for submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.

24.4 If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class "A" Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (vi).

24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class "A" Documents enumerated in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.

24.6 Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1(a)(i) and 12.1(a) (ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(vi) by any of the joint venture partners constitute compliance.

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

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

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

26. Clarification of Bids

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

27. Detailed Evaluation and Comparison of Bids

27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:

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

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

- (a) Completeness of the Bid. Unless the ITB specifically allows partial bids, bid not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
- (b) Arithmetical corrections. Consider computational errors, omissions and other bid modifications, if allowed in the **BDS**, to enable proper comparison of all eligible bids. 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.

27.5 Unless otherwise indicated in the **BDS**, the Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.

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

28. Post Qualification

28.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all requirements and conditions specified in ITB Clauses 5, 12 and 13.

28.2. Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:

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

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

28.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

28.4 If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.

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

28.6 Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or -controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

29. Reservation Clause

29.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has

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

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

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

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

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

F. Award of Contract

30. Contract Award

30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).

30.2 Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing

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

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

(a) Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid;

(i) Valid JVA, if applicable, within ten (10) calendar days;

(ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in **ITB** Clause 12.1(a)(iv);

(b) Posting of performance security in accordance with **ITB** Clause 32;

(c) Signing of the contract as provided in **ITB** Clause 31; and

(d) Approval of higher authority, if required.

31. Signing of the Contract

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

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

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

31.4 The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;

(d) Performance Security;

(e) Credit line in accordance with **ITB** Clause 5.5, if applicable;

(f) Notice of Award of Contract; and

(g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

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

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

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

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

33. Notice to Proceed

33.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.

33.2 The date of the Bidder's receipt of the Notice to Proceed will be regarded as the effective date of the Contract, unless otherwise specified in the **BDS**.

BID DATA SHEET (BDS)

Instructions to Bidders (ITB)CLAUSE	PARTICULARS
1.1	<p>The PROCURING ENTITY is :</p> <p>DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT REGION V</p> <p>The name of the Contract is:</p> <p>DESIGN AND BUILD FOR THE CONSTRUCTION OF ONE (1) STOREY DILG ALBAY OFFICE BUILDING</p> <p>The identification number of the contract is: CW2017-06-001</p>
2	<p>The Funding Source is</p> <p>The funding Source is the Government of the Philippines (GOP) through the General Appropriations Act for 2016 in the amount of: FIVE MILLION PESOS (Php 5,000,000.00) ONLY.</p> <p>The name of the Project is:</p> <p style="text-align: center;">DESIGN AND BUILD FOR THE CONSTRUCTION OF ONE (1) STOREY DILG ALBAY OFFICE BUILDING</p>
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in the Instructions to Bidders (ITB) Clause 5.1.
5.4	No further instructions.
5.5	<p>A prospective bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a Credit Line Certificate (CLC) from a Universal or Commercial Bank to extend a credit line in its favor if awarded the contract for this project.</p> <p>The NFCC must be at least equal to the ABC to be bid and is computed as follows: <i>[(Current Assets minus Current Liabilities) (K)] Minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.</i></p> <p>Where: $K= 10$ (for a contract of one year or less duration)</p> <p>If the prospective bidder at its own option, submit a credit line certificate (CLC), the CLC must come from a universal or commercial bank, duly subscribed and sworn to by the concerned bank official in the amount equivalent to at least 10% of the ABC as follows:</p> <p style="text-align: center;">APPROVED BUDGET FOR THE CONTRACT (ABC) 10% OF ABC 10% x Php 5,000,000.00 Php 500,000.00</p> <p>If issued by a foreign bank, the CLC shall be confirmed or authenticated by a universal or commercial bank.</p>

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6.3	No further instructions
7	No further instructions
8.1	Subcontracting is not allowed for this particular project.
8.2	Not applicable
9.1	The Pre-Bid Conference shall be held on June 2, 2017, 10:00 a.m. at the DILG RV Conference Room, Rizal St., Legazpi City
10.1	<p>The Procuring Entity's address is:</p> <p>DILG Regional Office V, Rizal St. Legazpi City</p> <p><i>Contact person:</i> Ms. Mardy P. Cano, BAC Secretariat</p> <p><i>Telephone and fax number:</i> (052) 480-1486</p> <p><i>E-mail Address:</i> dilg5.bac@gmail.com</p>
12.1	<p>Additional documents for Eligibility Documents -Class A</p> <ol style="list-style-type: none"> 1. Tax Clearance 2. Latest Income Tax Return & 3. PhilGEPS Certificate of Registration 4. Certificate of Site Inspection signed by Engr. Renato C. Bolon or Engr. Jane Tuboro <p><i>Certificates of Registration, Licenses and Business Permits must be updated and remain valid during the effectivity of the contract.</i></p>
12.1(a)(i)	No other acceptable proof of registration is recognized.
12.1(a)(iii)	<p>The notarized relevant statement of all ongoing and completed government and private contracts shall include all such contracts within five(5) years prior to the deadline for the submission and receipt of bids.</p> <p>This statement must be notarized, signed by the prospective bidder.</p>

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12.1(a)(iii)	<p>The statement of all COMPLETED government and private construction contracts (which are similar in nature) must contain/include for each contract, the following information: (Sample Form SF-INFR-16)</p> <ol style="list-style-type: none"> a. Name of Contract b. Owner's Name, Address and Tel. Nos. c. Nature of Work d. Contractor's Role (Description and % Share to total contract) e. Amount at Award, Amount at Completion, Duration f. Date Awarded, Contract Effectivity, Date Completed <p>The above statement must be notarized, signed by the prospective bidder.</p>
12.1(a)(iv)	<p>Updated valid Philippine Contractors Accreditation Board (PCAB) Contractor's License and registration of at least Size Range "Small B" and License Category "C & D" (per PCAB Circular No. 001 series of 2009)</p>
12.1(b)(ii)	<p>Additional Technical Documents (Project Requirements)</p> <ol style="list-style-type: none"> 1. Statement of Conformity with the Specifications 2. Construction Schedule and S-Curve 3. PERT/CPM 4. Manpower Utilization Schedule 5. Narrative Design and Construction Methods 6. Contractor's Organizational Chart for the Project 7. Contractor's Letter Certificate to the Procuring Entity 8. Duly signed list of names of Contractor's design and build personnel (Project Manager, Project Engineer, Materials Engineer, and Foreman) to be assigned to the Project 9. Design and Build Personnel's Certificate of Employment 10. Design and Build Personnel (Format of Bio-Data) with photocopy of License of Structural Engineer and/or Civil Engineer and Electrical Engineer to be assigned to the Project 11. Qualification of Design and Build Personnel Proposed to be Assigned to the Project 12. List of Equipment, Owned or Leased and/or under Purchase Agreement Pledged to the Proposed Project 13. Statement of availability of Design and Build personnel that may be used for the contract and availability of equipment owned, under lease and/or has under purchase agreement that may be used for the contract 14. Equipment Utilization Schedule 15. Construction Safety and Health Program. Thereafter, the winning bidder shall submit an approved Safety and Health Program approved by DOLE prior to contract signing. 16. Contractor's Profile 17. Equipment Utilization Schedule

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	<p>18. Certificate of Site Inspection signed by Engr. Renato C. Bolon or Engr. Jane Tuboro</p> <p>19. Equipment Utilization Schedule</p> <p>20. Certificate of Site Inspection</p> <p>21. Construction Safety and Health Program. Thereafter, the winning bidder shall submit an approved Safety and Health Program approved by DOLE prior to contract signing.</p> <p>22. Contractor's Profile</p> <p>23. Preliminary conceptual design, perspective, floor plan, cross section and longitudinal section and elevations including the structural analysis and design computation duly signed by the Design Engineer.</p>
12.1(b)(iii)	<p>1. Notarized Authority of the Signatory (as applicable)</p> <p>(a) For Single Proprietorship - Special Power of Attorney (SPA) For Partnership - Partnership Resolution signed by the General Manager or President</p> <p>(b) For Corporation - Board Resolution with the Corporate Secretary's Certificate</p> <p>(c) For Joint Venture - Resolution signed by all the Joint Venture's Members/Partners</p> <p>(d) For Cooperatives - Board Resolution with the Secretary's Certificate</p>
13.1(b)	<p>Additional requirements required for the Financial Component:</p> <p>(a) Bill of Quantities (BOQ)</p>
13.2	<p>The Approved Budget for the Contract (ABC) is P5,000,000.00</p> <p>Any bid with a financial component/proposal exceeding the above approved budget amount shall not be accepted.</p>
14.2	No further instructions.
15.4	Bid prices shall be fixed. Adjustable price proposals shall be treated as nonresponsive and shall be rejected.
16.1(b)	The bid prices shall be quoted in Philippines Pesos.
16.3	No further instructions.
17.1	<i>Bids will be valid until one hundred twenty (120) days</i>

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18.1	The bid security issued in favor of the DILG RV shall be in any of the following forms and amounts:	
	FORM OF SECURITY	MINIMUM AMOUNT OF % OF THE APPROVED BUDGET FOR THE CONTRACT (ABC) (ABC=P5,000,000.00)
	Cash, Cashier's/Manager's check, by a Universal or Commercial Bank.	Two Percent (2%) of ABC or Php100,000.00
	Bank Draft/Bank guarantee issued by a universal/ commercial bank, provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank at 2% of ABC	Two Percent (2%) of ABC or Php100,000.00
	Irrevocable letter of credit issued by a Universal of Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two Percent (2%) of ABC or Php100,000.00
	Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five Percent (5%) of ABC or Php250,000.00
	Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
	Notarized Bid Securing Declaration	
18.2	<i>Bids will be valid until one hundred twenty (120) days</i>	
18.5(b)(iii)	No further instructions.	
20.1	No further instructions.	
20.3	Each Bidder shall submit <i>One (1)</i> original or authenticated copies of the original documents and <i>Two (2)</i> copies of the first and second components of its bid.	

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21	<p>The Address for Submission of Bids is:</p> <p>BIDS AND AWARDS COMMITTEE DILG Regional Office V, Rizal St., Legazpi City</p> <p>The deadline for Submission of Bids is: June 28, 2017 @ 9:30 a.m.</p>
24.1	<p>The place of the Bid opening is:</p> <p>DILG Conference Room, Rizal St., Legazpi City</p> <p>The date and time of bid opening is on June 28, 2017 @ 1:30 p.m.</p>
25.1	No further instructions
27.3	No further instructions.
27.3(b)	Arithmetical corrections shall be allowed. Bid modification for this particular bidding is not allowed.
27.5	Evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form.
28.2(d)	No additional requirement.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Definitions

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

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

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

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

2. Interpretation

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

3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

- 5.1 On the date specified in the **SCC**, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by the 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 contact time to address such delay shall be in accordance with the **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 Contractors Obligation

- 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 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 design and build personnel named in the Schedule of Design and Build Personnel, as referred to in the **SCC**, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of design and build 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 Unless otherwise specified in the **SCC**, within ten (10) calendar days from receipt of Notice to 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 the 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 is 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 reductions is not more than fifty percent (50%) of the original performance security.

7.7 The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Republic 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. Sub-Contracting

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

8.2 Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.

8.2. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with required qualifications and the approval of the Procuring Entity.

9. Liquidated Damages

9.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.

9.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GCC** Clause 40.1.

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 project 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 nine (90) days from the time the Head of the Procuring Entity has issued an order to undertake repair. In case of failure or refusal to comply with his mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

12.3 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 punishment 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 design and build 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 design and build 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 responsible;

(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 managers, 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 specification; 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 noncompliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

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

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

Form of Warranty	Minimum Amount in Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by a 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 of 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 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 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, of 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 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 canceled; or

(v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

16.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation;

16.2 Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

16.3 Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or

16.4 The Contractor:

- (a) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
- (b) does not actually have on the project Site the minimum essential equipment listed on the Bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;
- (c) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
- (d) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
- (e) sub-lets any part of this Contract without approval by the Procuring Entity

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

17. Termination for Default of PROCURING ENTITY

17.1 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 Force of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

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

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

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

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

insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works.

- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and
- (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
 - (i) corrupt, fraudulent, collusive and coercive practices as defined in **ITB** Clause 3.1 (a);
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or method, 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 Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
 - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - (ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated;
and

(iv) special instructions of the Procuring Entity, if any.

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

(c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract;

(d) The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper to withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;

(e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

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

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

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:
 - (i) Employment of competent technical personnel, competent engineers and/or work supervisors;
 - (ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;
 - (iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

- (iv) Deployment of committed equipment, facilities, support staff and manpower; and
 - (v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.
- (c) Assignment and subcontracting of the contract or any part thereof or substitution of design and build 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 constructor 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 In 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 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-A: *Provided, further*, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution. Additional instructions on resolution of disputes, if any, shall be indicated in the SCC.

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 payment 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 SCC 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 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. Unless specified in the **SCC**, 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 Contracts shall be used as the basis for valuation; or failing which

- (d) At appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the Head of the Procuring Entity.

28. Contractor's Right to Claim

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

29. Dayworks

- 29.1 Subject to **GCC** Clause 43 on Variation Order, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.
- 29.2 All works 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; and if allowed, any Compensation Event.
- 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 begins at Completion Date up to final acceptance by the Procuring Entity, unless otherwise specified in the **SCC**. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 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's 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 to

exceed 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 the Contract, subject to the maximum amount stated in the **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 there from the amounts for advance payment 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. Unless otherwise indicated in the **SCC**, 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 SCC Clause 42.2.

42.2 Progress payments are subject to retention of ten percent (10%), unless otherwise specified in the SCC, 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 thereof.

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 percent (10%) retention shall be made. Said irrevocable standby letter 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 percent (10%) 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 work 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 implementing official 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 implementing official to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

43.4 Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of the Procuring Entity may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

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

- (a) If the Procuring Entity's representative/Project Engineer believes that a Change order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the Head of the Procuring Entity for approval.
- (b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the Head of the Procuring Entity or his duly authorized representative.
- (c) The Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration.
- (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized

representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.

(e) The time frame for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

Once the project reaches an accomplishment of ninety five (95%) of the total contract amount, the Procuring Entity may create an inspectorate team to make preliminary inspection and submit a punchlist 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 Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.

(e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

45.3 In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the elapsed time between the effective order of suspending operation and the order to resume work shall be allowed the Contractor by adjusting the contract time accordingly.

46. Payment on Termination

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

46.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity's, the Procuring Entity's Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable costs 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 predetermined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent

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

48. Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed unless otherwise specified in the SCC.

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.

SPECIAL CONDITIONS OF CONTRACT (SCC)

GCC Clause	PARTICULARS
1.16	The Intended Completion Date is 180 Calendar Days (that is, 180 calendar days from the date of commencement of work as specified in the Notice to Proceed).
1.21	The Procuring Entity is: DEPARTMENT OF INTERIOR AND LOCAL GOVERNMENT REGIONAL OFFICE V Rizal St., Legazpi City
1.22	The Procuring Entity's Representative is: <i>Regional Director ELOUISA T. PASTOR, CESO IV</i>
1.23	The Site is located at Regional Center Site, Rawis, Legazpi City
1.27	The Start Date is within <i>10 days after the issuance of NTP.</i>
1.30	The Works consist of : Design and Build for Construction of One (1) Storey DILG Albay Office Building
2.2	No further instructions.
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor within <i>10 days after the issuance of NTP</i>
6.5	The Contractor shall employ the following Design and Build Personnel: <ol style="list-style-type: none"> 1. <i>Civil Engineer/Project Engineer/Safety Officer</i> 2. <i>Construction Foreman</i> 3. <i>Skilled Workers/Mason Laborers</i> 4. <i>Equipment Operator</i> 5. <i>Warehouse Man/Watch Man</i> 6. <i>Time Keeper</i>
7.1	No further instructions.
7.4 (c)	No further instructions.

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8.1	Subcontracting is allowed on the design portion of the contract only.
9.1	The applicable liquidated damages is at least one tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract, the Procuring Entity shall rescind the contract, without prejudice to other courses of action and remedies open to it.
10	Actual Site Inspection is required and shall be undertaken by the Bidder.
12.5	The warranty against Structural Defects/ Failures, for Permanent Structures, shall be for Fifteen (15) years.
13	No additional provision. <i>However</i> , if the Contractor is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity”.
21.2	The Arbiter shall be from the : <i>Atty. Zalman Uddin</i> <i>Legal Officer</i>
21.3	No further instructions. All disputes arising in connection with the present Contract between a Contractor and the Procuring Entity shall be finally settled under the Rules of Conciliation and Arbitration 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”.
26.1	No further instructions.
29.1	Not applicable.
31.1	Not applicable.
31.3	Not applicable.
34.3	The funding source is the Government of the Philippines (GOP)
37.1	No further instructions.
39.1	The amount of the advance payment shall not exceed 15 percent of the contract price to be paid to the contractor upon written request.
40.1	No further instructions.
40.3	No further instructions.
42.2	No further instructions.

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48	No further instructions.
51.1	Not applicable.
51.2	Not applicable.

SPECIFICATIONS

for the

DESIGN AND BUILD OF 200 SQ.M.-ONE STOREY DILG ALBAY OFFICE BUILDING

A. GENERAL PROVISIONS AND REQUIREMENTS

1. GENERAL

These specifications cover the requirements for the construction of the proposed structure as stipulated in the plans, which will form part of the contract and shall supplement the plans.

2. SCOPE OF WORK

The work cover under this contact shall include:

2.1 Complete construction of the structure including supervision, labor and the supply of materials, equipment and service necessary to properly conduct produce the desired work/product. Included herein are site preparation and earthworks, concrete works, masonry works, mill works, hard wares, tile works, electrical works, plumbing, septic tank, drainage, painting and varnishing, clearing and all temporary works and structures necessary for an efficient, smooth up-to-date completion of the contract.

2.2 SITE/LAND DEVELOPMENT REQUIRED AROUND PROPOSED STRUCTURE (IF ANY)

The area around the proposed project as indicated, specified and shown in the site development plan for each particular site must be cleared of rubbish, loam, refuse, roots, and other perishable or objectionable matter, and must be filled and compacted or cut out and graded to the established grade line elevation specified by the DILG as indicated in the plans and drawings for the particular project site.

3. INSPECTION OF SITE

The tender may be deemed to have been based on data, regarding physical condition at the sites. The contractor acknowledged and warrants that he has inspected and examined such site and their surroundings and has satisfied himself by submission of this tender as to form and nature of the sites, the quantities, and the nature of work and materials necessary for the completion of the works, and the means of access of the sites, the accommodation he may require and that he has obtained for himself, all other circumstances which may have influenced or affected his tender. No increase in cost or extension of time will be considered for failure to inspect and examine the site condition.

4. CONTRACTOR SUPERVISION

The contractor shall provide continuous supervision of the work with his best skill and attention. The contractor's supervisor shall carefully examine all the plans, specifications and contract documents. The contractor shall perform all works necessary to carry out the intent of the plans and specifications and shall immediately report to the DILG any error, inconsistency or omission, which he discovers in the plans and contract, documents.

5. CODES AND REFERENCES

The following documents are hereby made as part of the specifications:

5.1 Provisions of the National Building Code

- 5.2 AISC- American Institute of Steel Construction Specification for the design, fabrication and erection of structural steel for buildings, Six Edition.
- 5.3 ACI - American Concrete Institute (ACI 318-63) Building Code Requirements for Reinforced Concrete.
- 5.4 The Philippine Electrical Code published by the Code Committee, Institute of Integrated Electrical Engineers.
- 5.5 The National Electrical Code published by the National Fire Protection Association.
- 5.6 Other standard codes as they are specifically cited in the ensuing section of these specifications.

B. CONSTRUCTION REQUIREMENTS AND METHODS

1. SITE WORK

1.1 PREPARATION AND CLEARANCE OF SITE

1.1.1 SCOPE OF WORK

The work shall include the furnishing of all labor, equipment, materials and other facilities required and to undertake the stripping of top soil, removal of shrubs, stumps toots and other vegetation, cleaning and disposal of all debris on site within a distance as specified and indicated in site/development plans for this project.

1.1.2 SITE INSPECTION AND ESTABLISHED GRADELINE

The contractor shall inspect and examine the individual site conditions. No increase in cost or extension of time will be considered for failure to examine site condition. Control points and elevations will be furnished by the DILG and the contractor shall be responsible for all other surveys and measurements required to accurately complete the work.

1.1.3 PROTECTION AND DISPOSAL

Care should be taken to protect and maintain adjacent properties, trees, materials and such other facilities such as conduits, drains, sewers, pipes and other wires that are to remain in the property. Restore without cost to DILG all streets and road pavements, curbs, gutters etc. that may be affected during the performance of the work.

1.1.4 STRIPPING OF TOPSOIL

1.1.4.1 Remove all traces of topsoil, loam, organic and alluvial materials, including mud, pest and swamp materials.

1.1.4.2 Remove all earth and sub-grade materials unsuitable for the preparation of the sub-grade for the various item of construction.

1.1.4.3 Clear and remove shrubs, stumps roots and other unnecessary vegetation from the site.

1.1.5 STAKING OUT

1.1.5.1 The building shall be staked out and all lines and grade shown on the drawings shall be established before any excavation is started. Secure approval of the **DILG RO-V**.

1.1.5.2 Basic batter boards and reference work shall be erected at such places where they will not be disturbed during the construction of the foundation.

1.1.5.3 Store materials and conduct work in such a manner as to protect all reference marks

1.2 EARTHWORKS

1.2.1 SCOPE OF WORKS

The work shall include the furnishing of all labor, equipment, materials and other facilities required and to undertake for excavation and back filling, hauling excavated materials, grading including preparation of sub-grade for concrete pouring, trenching and back filling of storm and sanitary sewer system and all other works necessary to complete all earthworks as shown on the drawing or as specified herein.

1.2.2 MATERIALS

Barrow materials shall be selected, laboratory-approved and obtained from off-site source.

Granular fill to form a capillary water barrier shall be clean, crushed non-uniformly graded and a size which will pass a 0.025 mesh wire screen and be retained on a No. 4 mesh screen.

Excavated materials approved for use as back fill shall be free of fibers, vegetables or organic materials, boulders, lumps, debris or cinders. No fill materials shall be placed when free water is standing in the area where fill is to be placed.

1.2.3 PROTECTION

The contractor shall provide adequate bracing and shoring to protect existing construction as may be required. Protective measure for materials, men and adjoining property shall be provided. The contractor shall be liable for any damages as a cause of his negligence in the execution of his contract work.

1.2.4 EXCAVATION

All excavation for foundations and footings shall be made to the depths of excavation on grade indicated in drawing. Where excavations for footing will rest on fill, excavation shall be carried deeper until the desired situation is reached for safe bearing capacity of soil.

Whenever water is encountered in the excavations process, it shall be removed by pail or pumping, care being taken that the surrounding soil are not disturbed or removed.

All excavation for footings and excavations are indicated in the drawings shall be assumed as the depth used by the contractor in the estimate of his volume of excavation works.

Excavate with proper allowance made for floor slabs, formworks, erection, shoring, water proofing, masonry and adequate space for inspection of foundations and utilities connected to it.

1.2.5 BACK FILLING AND GRADING

Back fill after approval of construction below finish grade, forms removed, and excavation cleaned of trash and debris.

Back fill shall be based in layers not exceeding 0.15 m in thickness, each layer being thoroughly wetted and compacted by tamping or rolling until the correct grade is attained. The top 0.05 m of back fill shall consist of sand cinders, gravel and other approved materials thoroughly compacted by wetting and tamping.

2. CONCRETE CONSTRUCTION

2.1 SCOPE OF WORK

The work consists of furnishing all labors, equipment, materials and other services for the construction of forms and shoring, fabrication, and placing or reinforcement bars, proportioning, mixing, conveying, placing, finishing curing of concrete. All pertinent provisions of the general conditions form part of this section.

2.2 GENERAL

Unless otherwise specified herein concrete work shall conform to the requirement of the ACI Building Code (ACI 318-63). Materials such as cement, water, aggregates and reinforcing bars shall conform to ASTM standards and requirements.

2.3 STORAGE OF MATERIALS

2.3.1 Cement and aggregates shall be stored in such a manner to prevent their deterioration or the intrusion of foreign matter. Any material which has deteriorated or which has been damaged shall not be used for concrete. Cement whose quality is questionable shall be tested by standard mortar tests to determine its suitability for us.

2.3.2 Reinforcing bars shall be stored in a manner that will prevent excessive rusting or coating with grease, oil, dirt, and other objectionable matters. They shall be supported in such manner to eliminate unnecessary bonds.

2.3.3 Water shall be stored in clean containers without rust or other objectionable substances deleterious to concrete mixes.

2.4 MATERIALS REQUIREMENTS

2.4.1 Portland Cement shall conform to "Specifications for Portland Cement" (ASTM C 150 latest revision).

2.4.2 Concrete Aggregates shall conform to "Specifications for Aggregates "(ASTM C latest revision). The maximum size of the aggregates shall be not larger than one-fifth of the narrowest dimension between sides of the form of the members for which the concrete is to be used nor longer than three-fourths of the minimum clear spacing between individual reinforcing bars, and in no case larger than two inches in diameter.

2.4.3 Water used in mixing concrete shall be clean and free from injurious amounts of soil, acids, and alkalis. Organic materials or other substances that may be deleterious to concrete or steel.

2.4.4 REINFORCING STEEL

2.4.4.1 Reinforcing steel shall conform to ASTM designation A-615-68 specifications for structural grade or equivalent Product Standard Agency of the Philippine Specifications.

2.4.4.2 Reinforcing steel bars to be used shall be new and free from dust, oil grease, defects or kinks.

2.4.4.3 Reinforcing steel for columns, beams, footings pedestals, walls, etc. shall be structural grade deformed bars. Ties and stirrups for beams and columns as well as slab reinforcement shall be deformed bars unless noted in the plans or specified herein.

2.4.5 FORMS

2.4.5.1 Forms shall conform to the shape, lines, and dimensions of the members as called for on the plans and shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied together so as to maintain position and shape.

2.4.5.2 Plywood, metal, plastic materials or surfaced lumber forms shall be used where it will best give the most advantage in the specific concrete work involved.

2.5 CONCRETE FORMWORK

2.5.1 Work shall be done in accordance with specifications for concrete and reinforced concrete as adopted by BPW, Philippines and the corresponding ACI Building Code requirements for reinforced concrete formwork.

2.5.2 Forms shall be used whenever necessary to confine the concrete and shape it to the required lines, or to insure the concrete of contamination with materials caving or sloughing, form adjacent, excavated materials. Withstands the pressure resulting from placement and vibration of the concrete, shall be maintained rigidly in correct position. Forms for exposed surfaces shall be lined with form grade plywood. Bolts and rod used for internal ties shall be arranged such that when the forms are removes all metal will not be less than two (2) centimeters from the formed surface. Before placing the concrete, the contact surfaces of the forms shall be cleaned for encrustation of mortar, grout, or other foreign material, and shall be coated with a commercial form oil that will effectively prevent sticking and will not stain the concrete surface.

2.5.3 No construction load shall be supported upon, nor shoring removed from any part of the structure under construction until that portion of the structure has attained sufficient strength to support safely its weight and the loads place thereon.

2.5.4 Temporary opening shall be provided at the base of the columns and wall forms, and to facilitate inspection and cleaning before the depositing of concrete.

2.5.5 Unless otherwise ordered, forms and shoring shall not be disturbed and shall remain in place for a minimum period of time in accordance with the following schedule.

PARTS OF STRUCTURE

TIME REQUIRED

- | | |
|---|--|
| a. Massive Footings | a. 1 day (24 hours) |
| b. Cantilever Footings | b. 5 days (120 hours) |
| c. Thin walls less than 300 mm | c. Up to 1.80 m high 2 days (48 hrs) Add 1/2 days (36 hrs) for even additional 1.0 m of height or fraction thereof but not more than 28 days (672 hrs) |
| d. Beams (sides) | d. 3 days (72 hours) |
| e. Beams (bottom) | e. Up to 4.30 m - 15 days (360 hrs) Add one day for every additional 0.30 m height or fraction thereof but not more than 28 days (672 hrs) |
| f. Columns whose ratio of heights to least diameter up to 4 | f. 2 days (48 hrs) |
| g. Columns whose ratio of heights | g. Add to the above number 1 day least diameter up |

from 4 to 6 (24 hrs) for every additional 0.90m
height or fraction thereof but not more than
28 days (672 hrs)

2.5.6 Forms and shoring may be removed earlier than specified by standard government specifications, provided that test samples concrete are taken and are shown to be adequately strong to carry safety and construction live loads to the satisfaction of the Owner.

2.6 CONCRETE REINFORCEMENT WORK

2.6.1 Before placing reinforcement and before pouring of concrete, remove all loose rust, mill scale, oil or other adhering materials, which tend to reduce or destroy bond between concrete and reinforcement.

2.6.2 Reinforcing bars shall be cut, bent, lapped or spliced as recommended by CRSI Handbooks and ACI codes.

2.6.3 Reinforcement shall be placed accurately and secured in place by used of concrete or metal supports, spacers or ties to firmly hold them in their proper positions during pouring and setting of concrete.

2.6.4 Metal Reinforcement shall not be bent or straightened in any manner that will injure the material. Bars with kinks or bends shall not be used.

2.6.5 Splices of tensile reinforcement at points of maximum stresses will be allowed only when expressly authorized by the DILG. Splices are permitted, provided sufficient lap (not less than 60 times the diameter of the bar for deformed bars) to transfer the stress between bars by bond and shear, and shall be secure in place by the used of tie wires not smaller than no. 16 gauge. Splices in adjacent bars shall be staggered.

2.6.6 Metal reinforcement shall have protective covering not less than 0.05 m concrete in slabs and walls, and not less than 0.075 m in beams, girders and columns.

2.6.7 The minimum spacing between parallel bars shall be 2 ½ times the diameter of round bars and 3 times the side dimension of square bars but in no case shall the spacing between bars be less than 0.025 m in beams and girders and 0.0375 m in columns, not less than 1 1/2 times the maximum size of coarse aggregates.

2.6.8 Teasing of steel bars shall conform to ASTM designation for specified materials. Samples of materials for testing shall be provided by the contractor without additional cost to DILG. Likewise, the contractor shall pay for the cost of testing the samples.

2.6.9 MEASUREMENT AND PAYMENT

For addition to or deduction from the contract sum to extra work or deletion of extra work involved, the steel reinforcement shall be measured by weight either in kilograms or in tons. The contractor measured by weight either in kilograms or in tons. The contractor shall be paid based on the steel weight as per unit prices submitted on the proposal form. Steel bars are not installed shall not be paid for the DILG.

2.7 CONCRETE PROPORTION AND CONSISTENCY

2.7.1 CLASSES OF CONCRETE

2.7.1.1A minimum Class "A" concrete mixtures shall be used for all footings, slabs, beams columns, wall and shall attain a compressive strength of 21 mPa (3000 psi) after 28 days.

A Class "B" concrete mixture shall be used for septic vault, catch basins and drain canals, and shall attain a compressive strength of 17 mPa(2500 psi) after 28 days.

2.7.2 MEASUREMENT

2.7.2.1.1 The unit of measure shall be the cubic meter. One bag of cement (40 kg) shall be considered as one cubic foot. Water shall be measured as to insure the desired quantity of successive batches and in no case, water shall used not to exceed 24 liters per one bag of cement of 40 kg.

Slumps shall be within the following limits:

1. Concrete wall & footing 50 mm - 125 mm
2. Slabs, columns, beams, thin walls75 mm-150mm
3. Floor on fill 25 mm - 75 mm

2.8 MIXING CONCRETE

All concrete shall be machine-mixed except in emergencies such as mixer's breakdown during pouring operations where it shall be done by hand and shall stop at first allowed construction joint. The time mixing of after all cement and aggregates are in the mixer shall not be less than one minute for mixers of larger capacities, the minimum time shall be increased 15 seconds for each additional bag or fraction thereof or additional capacity. Water used for mixing shall be introduced in the drum before one fourth of the mixing time has elapsed. The mixing drum shall rotate at a peripheral speed of about 61 meter per minute throughout the mixing period. The entire contents of the mixer drum shall be discharged mixing water to the cement and aggregates and placing the concrete in final position in forms shall not exceed 45 minutes. The re-tempering of concrete, i.e..mixing with additional cement, aggregate or water shall not be permitted.

2.9 CONVEYING AND PLACING OF CONCRETE

2.9.1 Water shall be removed from excavation before concrete is deposited. Any continuous flow of water into the excavation shall be directed through side drains to a slump, or be removed by other approved methods to avoid washing the freshly deposited concrete. Debris shall be removed from the space to be occupied by the concrete and forms shall be thoroughly wetted.

2.9.2 Concrete shall be conveyed from mixer to form as rapidly as practicable, by method which will prevent segregation or loss of ingredients. There shall be no free vertical drop grater than 1.5 meters. Approval of DILG shall be obtained before starting any concrete pour. Concrete shall be worked readily into the corners and angels of the forms and around all reinforcement and embedded items by depositing the concrete as close as possible to its final position in the forms and consolidating it with the aid of mechanical vibrating equipment, supplemented by hand spading and tamping. In no case vibrators be used to transport concrete inside the forms. Vibrating equipment shall not be overdone to cause segregation of particles and disturbance of setting concrete but enough to produce an even heterogeneous distribution of ingredients.

2.9.3 Where concrete is conveyed by chatting, the plant shall be of such size and design as to insure a practically continuous flow in the chute. The angle of the chute with the horizontal shall be such to allow the concrete to flow without separation of the ingredients. The delivery end of the chute shall be as close as possible to the point of deposit. The chute shall be thoroughly flushed with water before and after each run. The water used for this purpose shall be discharged outside the forms.

2.9.4 Construction Joints - If possible, concreting shall be done continuous until section is complete. When stoppage of concrete operations occurs, construction joints shall be placed either horizontally or vertically as indicated by the DILG and provided with shear keys or dowels to develop bond. Construction joints shall be as per plan or shall be approved or as directed by the DILG.

2.9.5 Pouring of concrete for foundations shall be done after the DILG have verified the actual soil conditions at the site and approved the start of concreting. No footing shall rest on fill.

2.9.6 The contractor shall not place any concrete until DILG inspects and approves the conditions of forms, reinforcements and embedment.

2.9.7 Measurement and Payment - For deduction and addition, on the contract sum due to deletion or extra work involved, cast-in-place concrete shall be measured in cubic meter and payment shall be based on actual poured volume using the unit prices on the proposal form.

2.10 CURING

All concrete shall be moist cured for a period not less than seven (7) consecutive days by an approved method of curing applicable to local conditions. Surface of the concrete shall be kept continuously wet by covering with water, by continuously spraying, or by covering with burlap or other approved material thoroughly saturated with water and keeping the covering wet by spraying for hosing. Water for curing shall be free from any elements which might cause objectionable staining or discoloration of the concrete.

2.11 REPAIR OF CONCRETE

2.11.1 Imperfection

2.11.1.1 Repair shall be completed within 24 hour after removal of forms.

2.11.1.2 Fins shall be removed from exposed surfaces.

2.11.1.3 Damage or honeycombed concrete must be removed to reach sound concrete and should be replaced with dry pack, rich mortar, or concrete with pea gravel.

2.11.1.4 Voids which appear upon the removal of forms shall be drenched with water and immediately filled with material of the same composition as that used in the surface, and smooth with a wood spatula or float.

2.11.2 Large bulges - where large bulges and abrupt irregularities protrude, shall be removed by bushing, hammering and grinding.

2.11.3 All materials, procedures and operations used in the repair of concrete shall be removed by the NFA.

2.11.4 The cost of all materials, labor, and equipment used in the repair shall be borne by the contractor.

2.12 FLOOR FINISHES

Unless otherwise indicated in the plans, floor shall be ordinary plain cement finished. The mortar shall be 1:2 mixture one (1) centimeter thick and shall be spread and wooden trowel well to a smooth and even surface with sufficient slope for drainage whenever necessary.

Before applying mortar finish to the roughened floor slab, the floor shall be thoroughly cleaned and wetted and shall be grouted with 1:1 grout. Platform shall be rough finish with sufficient slope for drainage.

2.13 CONCRETE SLAB ON FILL

Concrete slabs on fill shall be laid on a prepared foundation consisting of a sub-grade and granular fill with thickness equal to the thickness of overlying slab except as indicated otherwise. Sub-grade shall be rolled, rammed, or tamped layer by layer to a thoroughly compacted foundation. Granular fill shall consist of sound gravel, well graded and of size that will pass a 0.0375 m diameter ring and will be retained on a no. 4 screen. Gravel fill with binder shall be compacted to provide an unyield base. Concrete slab on fill on general storage area and flat-form shall not be less than 0.125 m and with a minimum 9 mm diameter steel bars spaced at 0.60 m on center both ways.

2.14 INSPECTION

Concrete shall be proportional, mixed and placed in the presence of DILG; ample notice shall be given before mixing is commenced.

2.15 TEST ON CONCRETE

2.15.1 Reasonable number of tests on the concrete may be required by the DILG during the progress of the work. Not less than four (4) cylindrical specimens shall be made for each test of which at least two (2) shall be reserved for the 28 days test. Not less than one (1) test shall be made in case less than the one test for each day concreting is required. Samples shall be secured and molded in accordance with "METHOD OF SAMPLING CONCRETE " (ASTM Designation C-33). The contractor shall provide the samples to be taken at the place of deposit and as specified by the DILG without cost to DILG. The contractor shall take care of transporting the samples to be approved by testing laboratory without cost to DILG.

2.15.2 To conform to the requirements of these specifications, the average strength of test samples representing each class of concrete shall be equal to or greater than specified strength.

2.15.3 Should the test fail to give the required strength, the DILG shall have the right to order a change in the proportions in the procedures of curing of the concrete for the test of the structure.

2.16 FAILURE OF TEST SAMPLES

In case of failure of test cylinder to meet the specified strength, the contractor may at his expenses, obtain concrete core samples from the poured concrete and the compressive strength of the same be taken by a competent testing authority to determine the conclusive strength and integrity of the concrete poured. Coring shall be done in a manner, which shall make possible satisfactory replacement of cored samples.

To determine the adequacy of the affected parts, the DILG shall have the option to order load tests on parts of the structure where concrete strength test are below 80% of the strength specified.

These tests shall be in accordance with ACI-63 recommendations and cost shall be borne by the contractor. Poured concrete with strength less than that required by the specifications shall be demolished and provided with an acceptable replacement at the contractor's expense.

3. MASONRY

3.1 SCOPE

The work includes, furnishing labor, equipment and materials performing all operations required to complete the masonry work as shown and specified.

- 3.1.1** Hollow Concrete Blocks shall be non-load bearing and shall conform to ASTM standards and shall have standard dimensions. Cement sand ration to be approved by DILG.
- 3.1.2** Mortar shall be workable cement-sand mixture and attaining a 28 days compressive strength of 10 mPa (1500 psi).
- 3.1.3** Reinforcing steel, cement, sand and water shall be as specified in the section for concrete construction of this specifications.

3.2 REINFORCEMENT AND SUPPORTS

- 3.2.1** The minimum thickness for masonry walls shall be 0.15 unless otherwise indicated.
- 3.2.2** The minimum size of reinforcement shall be 10 mm in diameter.
- 3.2.3** Vertical reinforcement and horizontal reinforcement shall be as indicated in the plans. Vertical and horizontal reinforcement bars shall be continuous, lapped or spliced.
- 3.2.4** All horizontal and vertical bars as the case maybe, shall be anchored 20 bars diameters into the concrete footings, columns and beams.
- 3.2.5** All horizontal reinforcement shall be tied to the vertical reinforcement at every intersection with No. 16 GI Wire.

3.3 INSTALLATION

Hollow concrete blocks shall be thoroughly wetted with water and bedded-in and cemented together with mortar. All blocks shall be laid plumb, true to line with level and accurately spaced courses, with each course breaking joints with the course below. Horizontal and vertical mortar joints shall be 9 mm thick with full mortar coverage on the face shells and on the webs surrounding the cells to be completely filled. All block joints shall be struck flush to a smooth even surface. Provide reinforcement as shown or specified and completely fill the cell with mortar to completely encase the reinforcement. Mortar shall be Portland cement mortar, (1:2 mix) well mixed in a clean mechanical mixer with only sufficient water to produce the required plasticity.

3.4 WATER PROOFING

The exterior of all masonry walls shall be damp-proofed integrally by the Plaster Coat Method to be done as follows:

Cement mortar shall consist of water proofing compound, cement, sand and sufficient water form a workable mix, 453.60 grams of water proofing compound shall be added to every bag of cement used.

Water proofing compound shall be in powdered form. All surfaces to receive plaster shall roughen with proper tools to insure satisfactory bond. Lean all surfaces to be damp - proofed by washing rising thoroughly not more than 24 hours application of plaster.

Walls shall be damp - proofed with a scratch coat and a finished coat which shall not be more than 0.20 m thick. The finished coat shall be floated and steel troweled to a smooth, true and even surface, free from imperfections.

4. STRUCTURAL STEEL

4.1 SCOPE OF WORK

The work consist of furnishing all labor, tools, equipment, and the performance of all operations relative to the fabrication, delivery to site, erection and painting of structural steel, complete as required and specified.

4.2 REQUIREMENTS

All structural steel work shall be in accordance with AISC "**SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS**" materials and parts necessary to complete each item, though such work is not shown or specified shall be included, such as miscellaneous bolts and anchor supports, braces and connections, etc. Shop drawings as well as erection drawings shall be submitted by the contractor for approval by the DILG before any fabrications is made.

4.2.1 SHOP DRAWINGS

Shop drawings showing complete information necessary for the fabrication of the component parts of the structures, including the location, type and size of all rivets, bolts and welds, shall clearly distinguish between shops and filed rivets, bolts welds.

4.3 MATERIALS

4.3.1 All structural steel shapes and plates shall conform to ASTM A-36 steel and shall have a thickness as specified in the plans.

4.3.2 Light gauge cold-formed structural steel shall conform to pertinent specifications of the American Iron Steel Institute.(AISI)

4.3.3 Welding electrode shall conform to AWS A5.1 or A 5.5 E70 xx electrodes. Manufacturer's certification shall conform to this specification.

4.3.4 Bolt and nuts for main members shall be highstrength bolts conforming to ASTM A-325 or its equivalent. Bolt shall be marked for that such kind of bolt. For secondary members ASTM A-307 bolts or its equivalent may be used. Care shall be taken so that different types of bolts do not get interchanged. All bolts shall be provided with plain washers.

4.3.5 Shop coat of paint shall be red lead primer unless DILG approves of a substitute.

4.4 FABRICATION

4.4.1 WELDING

4.4.1.1 The technique, appearance and quality of welds and the method of correcting defective work shall conform with the American Building Society Code for the Arc-Welding in building construction. Welding in Shop and field shall be done only by certified operators to perform the work

required as shown in the approved drawings. Surfaces to be welded shall be free from the loosed side, rust, grease, paint and other foreign materials.

4.4.1.2 Temporary weld and assembly attachment shall be kept to a minimum. All temporary attachment that are welded shall be removed by a flame torch above the parent metal surface and round to smooth surface by power grinding.

4.4.1.3 If for any reason, the DILG believes that the defect exists in any weld, it shall be the contractor's responsibility to repair questioned weld, to the satisfaction of the DILG.

4.4.1.4 Note shall be made on the plans and on the shop drawings of those joints in which it is especially important that the welding sequence and techniques of welding be carefully controlled to minimize welding under restraint and to avoid distortion. Weld length called on the plans and on the shop drawings shall be the net effective lengths.

4.4.1.5 Welding symbols used on the plans and the shop drawings shall preferably be the American Welding Society Symbols. Other adequate welding symbols may be used, provided a complete explanation thereof is shown on the plans or drawings.

4.4.2 CONNECTION AND HOLES

4.4.2.1 Connections shall be shown in the drawings and shall develop the fully capacity of the members.

4.4.2.2 Surfaces or joints prepared for welded or which strength bolted connections shall comply with the cleanliness requirements of all joints surfaces and contract surfaces within the friction type joints as specified in section 3, " Bolted Parts of the AISC Specifications ".

4.4.2.3 Holes shall be punched or drilled at right angles to the surface of the metals and shall not be enlarge by burning. Holes shall be clean-out without rugged edges. Outside burst resulting from drilling or reaming operations shall be removed with a tool, which reaches a 1.588 mm level around the bolt holes.

4.2.3 QUALITY CONTROL PROCEDURES

Quality Control Procedures shall be practiced by the fabricator to assure high quality in the work. In addition to the fabrication to the fabricator's quality control procedures, materials and workmanship shall be subject to inspection by qualified inspectors representing the DILG. Fabricator shall cooperate harmoniously with the inspector to avoid interruption of the work, when correction will be needed.

4.6 MARKING

Shop fabricated members shall be marked for delivery to facilitate the erection of the members. Markings shall be listed and given description and copies of which be furnished to the field and the DILG. Markings shall be neatly painted on the members with a distinctive color of enamel paint.

4.5 ERECTION

The steel structure shall be erected plumb and true to line and grade. Bracing and supports shall be introduced whenever necessary to take care of all loads to which the structure may be subjected. Such bracing shall be left in place as long as may be required for safety.

4.7 SHOP PAINTING

Steel works to be encased in concrete shall not be painted. All other steel works shall be given one coat of shop paint of red lead primer of high quality brand applied thoroughly and evenly to dry surface, which have been cleaned by brush, spray roller coating, flow coating or dipping at the section of the fabricator. Steel work prior to painting and after inspection and approval shall be cleaned of loose mill scale, weld slag of flux deposit, dirt and other foreign material. Oil and grease shall be removed by solvent rusted parts shall be de-rusted. Parts of the steel work which shall be field welded or connected shall not be painted. All steelworks specified to have no shop paint shall likewise be thoroughly cleaned.

4.8 FIELD PAINTING

All steel work after complete erection shall be field painted with the type and color specified in the section of painting of this specifications. Paintings shall not be done on any steel surface that is not clean and dry.

6.0 CARPENTRY AND JOINERY

6.1 SCOPE OF WORK

Furnish all labor, equipment and materials necessary to carpentry and joinery works.

6.2 QUALITY OF LUMBER

Lumber shall be of approved quality of the respective kinds of required for the various parts of the work, well-seasoned, treated, thoroughly dry and free from large, loose or unsound knots, saps, shakes or other imperfections, impairing their strength, durability and appearance.

6.3 KIND OF LUMBER

Unless otherwise indicated in the plans or specified hereinafter, use:

6.3.1 YAKAL

For all interior or exterior doorjamb and heads, anchor plate, bearing plate and all other woodwork specified as " yakal " .

6.3.2 APITONG

For all woodworks specified as " apitong " .

6.3.3 TANGUILE

For all ceiling works, nailers and braces, ceiling runner, nailers and hangers, and other woodworks specified as " tanguile " .

6.3.4 KILN - DRIED TANGUILE

6.4 INTERIOR CEILING

6.4.1 Ceiling boards shall be 6.0 mm thick ordinary plywood with open joists securely nailed to the ceiling nailers with finishing nails spaced not more than 0.20 mm apart. Ceiling nailers shall be placed at 0.60 m.o.c. both ways unless otherwise known or detailed in the drawing.

6.4.2 For ceiling under roof eaves. Use as indicated in the plans.

6.5 PROTECTION AND STORAGE

Lumber shall be protected and kept under cover both in transit and at the job site. Materials acquiring imperfection due non-protection, shall be rejected.

All lumber surfaces in contact with concrete or hollow blocks shall receive two brush coat of asphalt, applied hot. All lumber surfaces shall receive two coats of clear "solignum" or its equivalent upon installation.

6.6 SUBSTITUTION OF LUMBER

Any lumber equally good for the purpose intended may be substituted for the kinds specified upon approval by DILG, provided however, that in the substitution of a cheaper kind of lumber than that specified, a reduction of the contract price, equal to the difference of cost of the two kinds of lumber will be made. Prices of the date upon which authority for said substitution is granted shall be basis of said reduction in price.

6.7 WORKMANSHIP

Framing lumber and other carpentry shall be fitted closely set accurately to the required lines, planes, and levels, and shall be secured in places in a rigid in a substantial manner. Spiking, nailing, and bolting shall be done in an approved manner. Spikes, nails and bolts shall be of the power size, and care shall be taken not to split or impart hammer marks on the wooden member. All frames in contact with concrete or hollow blocks shall be anchored by means of 20 D nails not more than 15 m apart all around the contact surfaces. Bolt holes shall be drilled accurately those of the desired quality shall be dismantled and corrected to the satisfaction of the DILG.

All exposed wood surfaces shall be smoothly dressed and if so required shall be sand papered to an even smooth surface ready for finishing.

7.0 DOORS, WINDOWS, LOUVERS AND IRON GRILLS

7.1 SCOPE OF WORK

The work consists of the supply and installation of window wrought iron grill steel and wooden doors, windows and louvers complete with all the required glazing and hardware.

7.2 WOODEN DOORS

Wooden door shall be of quality manufactured, guaranteed against warping, twisting and cracking. They shall be installed in a clean fit into the doorjamb and headers and shall swing smoothly about its hinges.

7.2.1 FLUSH DOORS

All flush doors indicated in plans, shall be doubled faced with 12.50 mm thick tanguile plywood (waterproofed plywood for sides exposed to moisture) paneling on "kiln-dried" red lauan or tanguile framing. Plywood edged shall be rabbeted around into the outside frame of the door in order not to peel off plywood edges. Each door shall be of the dimensions shown in the plans and shall hung on 0.10 m x 0.10 m butt hinges. Hinges shall be brass, loose pin and ball tipped butts, brass finished.

7.2.2 GENERAL STORAGE DOORS

All storage doors shall be steel sliding doors, screened sliding doors as specified in the plan. Accessories for fixing and locking shall likewise to be furnished by the contractor.

7.3 STEEL CASEMENT AND AWNING WINDOWS

All steel casements and awnings shall be acquired from an approved manufacturer in this line of product. Steel casement and awning windows shall be cut from hot-rolled solid steel bars. Frame and

ventilator members shall be especially designed z -section not less than 25 mm depth nor 3 mm thickness, with weathering baffles rolled and casement leaf members. Mountings shall be 0.020 m rolled to sections. Corners of frames and ventilator shall be metered and electrically butt- welded with exposed surfaces ground smooth. All casement and awning leaves shall be side-hinge and be equipped with friction type hinges welded to frame and vent members. Windows shall be for glazing clips and steel casement putty. Each vent shall have a locking handle and a silkworm drive operator. Locking handle shall have bronze lacquer finish and shall engage with concealed keeper attached to vent and shall have a compaction that will securely lock casement of awning leaf to the frame. Extension type hinges welded to frame and vent shall be bronze brushed, with steel hinges and pins and shall provide ferrous to non- ferrous contacts between all movable surfaces. All window openings shall be provided with wrought iron grill as designed by DILG.

7.4 GLAZING

Unless otherwise indicated, glass shall be 3.175 mm thick clear glass, neatly and firmly attached to its frame with and approved brand or putty. Glazing shall be free from any imperfections such as bubbles and scratches, and shall have an even regular surface and shall not have distortion of image that passes through it.

7.5 HARDWARE

7.5.1 ROUGH HARDWARE

The contractor, shall provide all rough hardware required for the completion of the work including nails, spikes, log screws, bolts and nuts, etc. and shall install and fit in the most approved manner. Other hardware not herein specifically mentioned but necessary to have the work completed shall likewise be supplied and installed by the contractor.

7.5.2 FINISH HARDWARE

The contractor shall furnish all required finishing hardware and install in the most satisfactory operative condition for all doors, windows, closets, built -in cabinets, counters, drawers, lockers and all other operation members through the project.

7.5.2.1 LOOSE - PIN HINGES

(A-1) Unless otherwise indicated in the plans or described in this specifications, each leaf of hinge door shall hung on the butts for doors of 1.50 to 2.10 meter in height three (3) butt hinges shall be provided. All loose-pin hinges shall be "Griffin", "Stanley" or equivalent brands and of brass finish.

7.5.2.2 DOOR LOCK SETS

(A-1) All interior doors shall be provided with a set of door lock of high quality brand.

(A-2) All exterior and exit doors shall be provided with a set of door lock of high quality brand.

(A-3) All entrance doors for toilet shall be provided with a set of door lock of high quality brand. The contractor shall install and fit each door lockset all in accordance with the manufacturer's standard installation.

7.5.2.3 Other Finishing Hardware

Such as cabinets and drawers lock, pulls, friction catches, cabinet handles, and all other hardware not herein specifically mentioned shall likewise be provided and installed by the contractor. Design, finish and brand shall be approved by DILG.

8.0 TILE WORK

8.1 SCOPE

The work includes the supply and installation of all tile work required.

8.2 MATERIALS

UNGLAZED TILES

Unglazed vitrified tiles as specified in the plan floors.

Glazed tiles as specified in the plans, Class "A" for all bathroom walls at a wainscot height of 1.50 meters for interior Toilet & Bath and a wainscot height of 0.30 meter for exterior Toilet & Bath; kitchen counter and counter splash boards and urinal counter.

8.3 INSTALLATION

Installation of cement tiles shall be started after the concrete slab has been corrected to a flat plain surface, to the required grade, and the surface roughened for ready adhesion of the tiles. Surface to be applied with tiles shall be thoroughly clean and dry, and the tiles shall be laid out with care and technique to assure accurate alignment and level.

9.0 PLUMBING FIXTURES AND SYSTEM

9.1 SCOPE OF WORK

The work includes the following:

- 9.1.1 Supply and installation of all pipes and fittings for all sanitary lines and lines.
- 9.1.2 Supply and installation of all plumbing fixtures shown in the drawings and described in this specifications.
- 9.1.3 Installing a system of water distribution pipes to all fixtures in the building.
- 9.1.4 Installing a system of Drain, Soil, Waste, Vent and Building Sewer.
- 9.1.5 Connection building sewer to the septic tank to be constructed following standard specifications.

9.2 GENERAL

All works as described herein shall conform to the Bureau of Health Standards and the National Plumbing line to a full length of 6 meters and provided with a ready connection with the main water supply line.

9.3 WATER SERVICE LINES

- 9.3.1 Piping shall be of standard PVC pipe, the size as indicated in the drawings or as specified here. The main service line shall extend beyond the building line to a full length of 6 meters and provided with a ready connection with the main water supply line.

9.3.2 Provide 300 mm extension pipes from water fixtures (faucets, showers, urinals & waterclosets) for excessive water pressure protection. Execute water pressure test for one (1) day before finishing.

9.3.3 Water Supply Pipe Size

Type of fixture	Pipes Size (inches)
Lavatory	9.53 mm
Shower (Single head)	12.70 mm
Urinal (direct flush valve)	12 mm
Sink (Service, slop)	12.70 mm
Water closet (flush type)	12.70 mm

Minimum, fairly constant, service pressure at a point of outlet discharge shall be not less than 55 kPa (8 psi) for all fixture except for direct flush valves, for which it shall be not less than 103 kPa (15 psi) and except where special equipment is used requiring higher pressure.

9.4 WASTE WATER AND SEWERAGE SYSTEM

Piping for sanitary lines shall be PVC pipes. Water closets, urinal, lavatories, sink and drain pipes shall connect directly to soil pipes leading to the septic vault. Every water closet and lavatory shall be provided with individual shut -off. All joints and connections shall be permanently gas and water tight. Every plumbing fixtures shall be separately provided with vented water sealed trap placed closed to the fixtures. All soil and waste stack and any vent that project through the roof shall be carried up to at least 0.60 m above the roof building. The open end of the vent pipes shall be entirely and securely covered with 16 mesh copper bronze cloth of no. 32 wires. All exposed fittings shall be chrome plated. Straps, small and floor drain shall be nickel plated.

9.5 PIPE CLEAN-OUTS GENERAL REQUIREMENTS

9.5.1 The bodies of clean-out ferrules shall conform in thickness to that required for pipe and fittings of the same metal and shall extend not less than (6.35 mm) above the hub. The clean-out plug shall be heavy brass no less than 3.175 mm thick, and shall be provided with a raised nut of necessary socket fore moved in conformance with American Standard Tapered Pipe threads.

9.5.2 Clean outs shall be of the same nominal size as the pipes up too 0.10 m and not less than 0.10 m for larger pipes.

9.6 PLUMBING FIXTURES

Plumbing fixtures shall include the following:

9.6.1 WATER CLOSETS- shall be of high quality brand, complete with fittings seats and cover, and other necessary accessories.

9.6.2 LAVATORIES- where required shall be of high quality brand, all white, with U.S. Chromeplate faucet and P-trap.

9.6.3 SHOWER HEADS- shall be chrome-plate shower valves and faucet and with adjustable chrome-plate shower head, the brand as indicated in the drawings.

9.6.4 TOILET PAPER HOLDERS and SOAPHOLDERS- shall be flush type and have glazed finish.

9.6.5 INSTALLATION- all fixtures shall be installed firmly and carefully to avoid injury to item. They shall be installed with high quality workmanship to the satisfaction of the DILG.

9.7 SEPTIC VAULTS

The contractor shall provide and install a septic vault of such size and dimensions as indicated in the drawing. It shall be installed or constructed to the area designated by the DILG. Plumbing connection shall be in accordance with the sanitary code of the National Plumbing Code.

10. PAINTING AND VARNISHING

10.1 SCOPE OF WORK

The principal items of work shall be the following:

10.1.1 Cleaning, sanding, sealing, preparing and painting of all wooden and masonry surfaces exposed to view on exterior and interior part of the building.

10.1.2 Cleaning, washing and/or treating, preparing of all GI sheet roofing, gutters, ventilator, down spouts, ridge rolls flashing, GI fascia before any final coat is applied.

10.1.3 Cleaning, sanding, preparing, sealing, and painting of all visible metal work surfaces including steel windows, doors, grills, railings, louvers and steel ladders.

10.1.4 Cleaning, sanding, preparing, sealing and painting of ceilings, eaves, fascia boards, visible exterior and interior surfaces of wood partitions, jambs, cabinets, counters, and other woodworks.

10.1.5 Cleaning, sanding, sealing, preparing, staining and varnishing of all visible surfaces of inferior wood works as specified to be varnished.

10.2 GENERAL

Unless otherwise specified, the whole building shall be given one (1) coat primes and of paints are, in accordance to the color schemes to be provided by the DILG.

10.2.1 MATERIALS- All paints to be used shall be of high quality brand. Whenever applicable, the following kind of paints are scheduled for:

(A-1) For wrought iron grill woks, steel window frames, railings, and other exposed metal, use:

Primer : 1 coat Red Lead
Finish : 2 coat, quick-drying
enamel paint

(A-2) For door panels, jambs, cabinet, doors, counters, use:

Primer : 2 coats of enamel
under coat
Finish : 1 coat quick-drying
enamel paint

10.3 WORKMANSHIP

Painting works shall be done in the best workmanship and complying with the following before and after painting applications:

10.3.1 Woodworks - all wooden surfaces shall be thoroughly sand papered smoothly, hand-dressed and cleaned of dust, dirt, oil and grease. All nail holes, cracks, plywood joints, corner gaps and other imperfections shall be filled with white glazing putty, sand papered to an even and smooth surfaces after the first coat have been applied and in between the succeeding coats.

10.3.2 Concrete works - before any paint is applied, all surfaces shall be thoroughly dry and free from alkali, dirt or grease, mortar spots dried on the surfaces, shall be thoroughly cleaned and scrapped to an even and smooth surface. All salts or fluorescence on the surface shall be carefully removed and wash with a solution consisting of 1 kg of zinc sulfate to a gallon of water. Crystals formed on the surface shall be wiped off before any coat or primer is applied. All cracks and surface dents must be patched of with latex putty after the first coat is applied. A minimum of 24 hours or as directed by DILG shall be given before applying the succeeding coats. No exterior paintings shall be done when the weather is damp or raining now and then during the day.

10.3.3 Metal Works - before any paint is applied, all surfaces shall be thoroughly clean, free from dirt, oil or grease, remove all scale, rust, and other foreign matter by de-rusting chemical, wire brushed, sand papered, and if so required, should be sandblasted, GI gutters down spouts and fascia shall receive a coat of red lead primer.

10.4 The DILG reserve the right to sample all paint shipments at the final destination and to withhold acceptance of the paint until it is approved to be used. Failure of the samples to meet any or all requirements of the specifications shall be considered cause for the rejection of the paints tested.

11.0 ELECTRICAL WORK

WIRING SPECIFICATION

1.1 GENERAL SPECIFICATION

11.1.1 Work covered by this specification shall include furnishing all labor, materials, equipment and services required to construct and install the complete electrical system shown on accompanying plans and specified herein. All works shall be in accordance with the Latest Edition of Philippine Electrical Code, and rules and regulation of the Bureau of Standard and Specifications except where conflict with such codes, etc., In which case the latter shall govern.

11.1.2 Work Covered - under this section of specifications, the contractor shall provide all materials and equipment and perform all the works necessary for the complete execution of all the electrical works as shown on the electrical drawings as herein specified; except as otherwise excluded, and which without excluding the generality of the foregoing, shall include, but not limited to, the following principal items of work:

11.1.2.1 A complete wiring of the exteriors lighting and proper system including all feeders, branch circuits and connections to all lighting power outlets.

11.1.2.2 All general lighting fixtures and lamps.

11.1.2.3 Temporary service installation as require by other crafts during the construction.

11.1.2.4 Complete testing of all electrical system.

11.1.2.5 Grounding system of equipment.

11.1.2.6 Optional items of work.

11.1.2.7 Painting of electrical works and equipment.

11.1.2.8 If anything has been omitted on any item of work on materials usually furnished which are necessary for the completion of the electrical works as outlined herein before, then such items must be and are hereby in this section of the work.

11.2 CODES, REGULATIONS AND ORDINANCES

The electrical items under this contract is to be installed according to the requirement of the latest Philippine Electrical Code, the rules and regulations of the Authority concerned and the requirements of the local power company. Nothing contained as to conflict with the National and Local Ordinances or laws governing the installation of the electrical works and all laws and ordinances are hereby made part of these specifications. The contractor is required to meet the requirements thereof.

11.3 PLANS AND DRAWINGS

11.3.1The contract drawings which constitute and integral part of this contract, shall serve as working drawings. They indicate the general layout of the complete electrical system and show arrangements of feeder circuits, outlets, switches, control panel board, service equipment fixtures and other works.

11.3.2The electrical contractor shall check the architectural, structural and plumbing plans to avoid possible installation conflicts. Should drastic changes from original plans be necessary to resolve such conflicts, the contractor shall notify the project inspector and shall secure from him written approval and agreement concerning necessary changes and adjustments before altered installation work is started.

11.4 SAMPLES AND DRAWINGS

11.4.1The contractor shall submit to the project inspector for approval samples of circuits, wire cables, wiring devices, finished plates and of any items as may be required by the project inspector.

11.4.2Prepare and submit for approval the shop drawings of catalogues of fixtures, lamps and equipment.

11.5 MINOR MODIFICATIONS

The plans as drawn are based upon architectural plans and details and show conditions as accurately as possible to indicate them in scale. The plans are diagrammatical and do not necessarily show all fittings, etc., necessary to fit the conditions. The locations of lighting fixtures, convenience outlets and switches shown on the plans are approximate. The contractor shall be responsible for the proper location in order to make them fit with architectural details.

11.6 GUARANTEES

11.6.1The contractor shall guarantee that the electric systems are free from all grounds and from all defective workmanship and materials and will remains so for a period of one (1) year from the date of acceptance of work. Any defects, appearing within the aforesaid period shall be remedied by the contractor at his own expense.

11.6.2The contractor shall indemnify and save harmless the DILG and his duty authorized representative from and against all liability for damages arising from injuries or disabilities to persons or damage to property occasioned by any act or omission of the contractor, including and all expensed, legal or otherwise which may be incurred by the DILG in the defense of any claim, action or suit.

11.7 APPROVAL, SUBSTITUTIONS, ETC.

Whenever herein after the works “or APPROVED” (make type, arrangements, etc.) Are used specially in regard to manufactured specialties etc. Or wherever it is desired to substitute a different make or type of materials for that specified, all information pertinent to the adequacy and adaptability of the proposed materials, shall be submitted to the project inspector and his approval secured before the apparatus is ordered or installed.

DRAWINGS

BID FORM

Date:

To : **DILG RV**
Address : **Rizal St., Legazpi City**

We, the undersigned, declare that:

- a. We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract of **Design and Build for Construction of One (1) Storey DILG Albay Office Building;**
- 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 is: _____

Total Amount before Tax (in figures) _____

Add: Amount of Tax :

Value Added Tax _____

Local Tax _____

Other Taxes _____

Total Taxes _____

Total Amount after Tax

In Figures _____

In Words

_____ *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*);

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Department of Interior and Local Government
Regional Office V

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

Name:

In the capacity of:

Signed:

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

Date:

Form of Contract Agreement

DESIGN AND BUILD FOR THE CONSTRUCTION OF ONE (1) STOREY ALBAY OFFICE BUILDING

THIS AGREEMENT, made this ___*th* day of _____, 20___ between **NATIONAL FOOD AUTHORITY REGIONAL OFFICE V** with office address at Pier Site, Legazpi City (hereinafter called the "Entity") and [Name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute *the Design and Build for Construction of One (1) Storey DILG Albay Office Building with Contract Reference No. CW2017-06-001* hereinafter called "the Works") and the Entity has accepted the Bid for [insert the amount in specified currency in numbers and words] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Drawings/Plans;
 - (c) Specifications;
 - (d) Invitation to Bid;
 - (e) Instructions to Bidders;
 - (f) Bid Data Sheet;
 - (g) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (h) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes;
 - (i) Eligibility requirements, documents and/or statements;
 - (j) Performance Security;
 - (k) Credit line issued by a licensed bank, if any;
 - (l) Notice of Award of Contract and the Bidder's conforme thereto;
 - (m) Other contract documents that may be required by existing laws and/or the Entity:
 - (1) Construction Schedule and S-curve
 - (2) Manpower Utilization Schedule
 - (3) Construction Methods
 - (4) Equipment Utilization Schedule
 - (5) Construction Safety and Health Program
 - (6) PERT/CPM

FUNDS AVAILABLE:

Regional Accountant

**Republic of the Philippines
Department of Interior and Local Government
Regional Office V**

DILG RV	CONTRACTOR
By:	BY:
ELOUISA T. PASTOR, CESO IV	
Regional Director	Owner/Manager

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
 Binding Signature of PROCURING ENTITY Contractor).

 Binding Signature of Contractor

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

FUNDS AVAILABLE:

 Regional Accountant

DILG RV	CONTRACTOR
By:	BY:
ELOUISA T. PASTOR, CESO IV	
Regional Director	Owner/Manager

ACKNOWLEDGMENT

BEFORE ME, Notary Public, for and in the city of _____ personally appeared the following:

Name	Community Tax Certificate No.	Date/Place of Issue
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

both known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free, voluntary act and deed.

THIS INSTRUMENT consisting of three (3) pages including this page upon which this acknowledgment is written and signed by the parties and their instrumental witnesses above their typewritten names on this page and on the bottom margin of each and every page, refers to the Design and Build of 50,000 Bags Capacity Warehouse with Warehouse Supervisor’s II Office and Shed at NFA Compound, Masbate City.

WITNESS MY HAND AND SEAL this ___th day of _____, 20__ in the city of _____.

Notary Public

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

FUNDS AVAILABLE:

Regional Accountant

DILG RV	CONTRACTOR
By:	BY:
ELOUISA T. PASTOR, CESO IV	
Regional Director	Owner/Manager

Omnibus Sworn Statement

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

A F F I D A V I T

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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

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

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

6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat,

Republic of the Philippines
Department of Interior and Local Government
Regional Office V

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].

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

Bidder's Representative/Authorized Signatory

[JURAT]

**Republic of the Philippines
Department of Interior and Local Government
Regional Office V**

Standard Form Number: SF-INFR-15

Revised on: July 29, 2004

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

Business Name : _____

Business Address : _____

Name of Contract/ Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
							Total Cost	

Note: This statement shall be supported with:

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

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

SUBSCRIBED AND SWORN TO before me this ____, day of ____
20__, affiant exhibiting to me his/her Comm. Tax Cert. No. ____
issued on ____ at _____, Philippines

NOTARY PUBLIC

Standard Form Number: SF-INFR-16

Revised on: July 29, 2004

Statement of all Completed Government & Private Construction Contracts which are similar in nature

Business Name : _____

Business Address : _____

Name of Contract/ Location Project Cost	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Amount at Award b. Amount at Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____

SUBSCRIBED AND SWORN TO before me
this ____, day of __ 20__, affiant exhibiting to me
his/her Comm. Tax Cert. No. ____ issued on ____
at _____, Philippines

Date : _____

NOTARY PUBLIC

Standard Form Number:

Revised on: July 29, 2004

SF-INFR-22

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between:
_____, of legal
age, _____, owner/proprietor of _____ and a
civil status resident of _____.

- and -

_____, of legal age, _____,
owner/
civil status proprietor of _____ a resident of _____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the **DILG Regional Office V**

NAME OF PROJECT CONTRACT AMOUNT

Design and Build for the Construction of One (1) Storey DILG Albay Office Building

That both parties agree to be jointly and severally liable for their participation in the Eligibility Check, Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative of the Joint venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Eligibility Check, Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do as if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contracts until terminated by both parties.

Done this _____ day of _____, in the year of our Lord _____.

Omnibus Sworn Statement

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

A F F I D A V I T

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

If a sole proprietorship: As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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

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

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

6. Select one, delete the rest:

If a sole proprietorship: I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat,

the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

Bidder's Representative/Authorized Signatory

[JURAT]

BID FORM

Date:

To : **NATIONAL FOOD AUTHORITY**
Regional Office V Address :
Pier Site, Legazpi City

We, the undersigned, declare that:

We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract of **Design and Build for the Construction of One (1) Storey DILG Albay Office Building**. 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 is: _____

Total Amount before Tax (in figures) _____

Add: Amount of Tax :

Value Added Tax _____

Local Tax _____

Other Taxes _____

Total Taxes _____

Total Amount after Tax

In Figures

In Words

insert information

- a. 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;
- b. 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;
- c. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: _____
_____ (*insert information*);
- d. 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;

- e. 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;
- f. 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
- g. We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name:

In the capacity of:

Signed:

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

Date: