

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

REHABILITATION/IMPROVEMENT OF SCHOOL BUILDING

BOLBOLO, PILAR, ABRA

**Fifth Edition
August 2016**

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Section I. Invitation to Bid

Republic of the Philippines
Province of Abra
Municipality of Pilar

Invitation to Bid for *Rehabilitation/Improvement of School Building*

1. The ***Municipality of Pilar***, through the ***LGSFSBDP2023 & 20%DF*** to apply the sum of ***3,415,055.91*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Rehabilitation/Improvement of School Building at Bolbolo, Pilar, Abra***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The ***Municipality of Pilar*** now invites bids for ***Rehabilitation/Improvement of School Building***. Completion of the Works is required ***90 Calendar Days***. Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary pass/fail criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act”.

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

4. Interested bidders may obtain further information ***Municipality of Pilar, Abra*** and inspect the Bidding Documents at the address given below from ***8:00 A.M. to 5:00 P.M. from Monday to Friday***.
5. A complete set of Bidding Documents may be purchased by interested Bidders from the address below and upon payment of a nonrefundable fee for the Bidding Documents in the amount of ***Php5,000.00***.
6. The ***Municipality of Pilar, Abra*** will hold a Pre-Bid Conference on ***May 20, 2024 @ 9:00 A.M. at Municipal Session Hall, Pilar, Abra***, which shall be open to all interested parties.
7. Bids must be delivered to the address below on or before ***June 3, 2024 at 9:00 AM at Municipal Session Hall, Pilar, Abra and Opening of bids start at 9:00 AM***. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bids will be opened in the presence of the bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The *Municipality of Pilar, Abra* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

JUNJE A. DRACULAN
Municipal Engineer


JUNJE A. DRACULAN
BAC Chairman

Section II. Instructions to Bidders

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A. General

1. Scope of Bid

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

2. Source of Funds

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

3. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

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

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

(v) “obstructive practice” is

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

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

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

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

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

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

4. Conflict of Interest

- 4.1. All bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
- (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
 - (g) A Bidder who lends, or temporary seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.
- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

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

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

5. Eligible Bidders

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

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

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

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

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

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

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

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

Where:

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

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

6. Bidder's Responsibilities

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

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

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power

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

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

7. Origin of GOODS and Services

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

8. Subcontracts

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

B. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- (b) *The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.*
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

10. Clarification and Amendment of Bidding Documents

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

C. Preparation of Bids

11. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents:

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

- (iii.9) total contract value at completion, if applicable;
- (iii.10) percentages of planned and actual accomplishments, if applicable;
- (iii.11) value of outstanding works, if applicable;
- (iii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and
- (iii.13) the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable;
- (iv) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;
- (v) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- (vi) NFCC computation or CLC in accordance with ITB Clause 5.5; and

Class "B" Document:

- (vii) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.
- (b) Technical Documents –
 - (i) Bid security as prescribed in **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;
 - (ii) Project Requirements, which shall include the following:

- (ii.1) Organizational chart for the contract to be bid;
- (ii.2) List of contractor's personnel (*viz.*, project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and
- (ii.3) List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and
- (iii) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

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

projects, the procuring entity must also have trained quantity surveyors.

- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

14. Alternative Bids

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

15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.

- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

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

17. Bid Validity

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

18. Bid Security

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

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
----------------------	--

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

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

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

- (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
 - (iii) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in ITB Clause 28.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate

sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.

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

20. Sealing and Marking of Bids

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

- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.

20.5. If bids are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

24. Opening and Preliminary Examination of Bids

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

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

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

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

28. Post Qualification

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

- (b) Latest income and business tax returns in the form specified in the **BDS**;
- (c) Certificate of PhilGEPS Registration; and
- (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

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

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

29. Reservation Clause

- 29.1. Notwithstanding the eligibility or post-qualification of a bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall

consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

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

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

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

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

F. Award of Contract

30. Contract Award

- 30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).
- 30.2. Prior to the expiration of the period of Bid validity, the Procuring Entity shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:
 - (i) Valid JVA, if applicable, within ten (10) calendar days;
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in **ITB** Clause 12.1(a)(iv);
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and
 - (d) Approval by higher authority, if required.

31. Signing of the Contract

- 31.1. At the same time as the Procuring Entity notifies the successful Bidder that its Bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which Contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 31.4. The following documents shall form part of the contract:
 - (a) Contract Agreement;
 - (b) Bidding Documents;

- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
- (d) Performance Security;
- (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
- (f) Notice of Award of Contract; and
- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

32. Performance Security

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price as stated in the **BDS** in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

- 32.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event the Procuring Entity

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

33. Notice to Proceed

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
1.1	<p>The PROCURING ENTITY is <i>Municipality of Pilar</i>.</p> <p>The name of the Contract is <i>Rehabilitation/Improvement of School Building</i>.</p> <p>The identification number of the Contract is <i>ITBLGSFSBDP23-012024-045</i></p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through SBDP & 20% DF in the amount of <i>Php3,415,055.91</i></p> <p>The name of the Project is <i>Rehabilitation/Improvement of School Building</i></p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4	<p>No further instructions.</p> <p>For this purpose, similar contracts shall refer to <i>Construction/Improvement of Building</i>.</p>
8.1	Subcontracting is not allowed.
8.2	Not applicable.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on May 20, 2024 @ 9:00 AM at the Municipal Session Hall.
10.1	<p>The Procuring Entity's address is:</p> <p><i>Poblacion, Pilar, Abra</i></p> <p><i>JUNJE A. DRACULAN, BAC Chairman</i></p> <p><i>09157326832</i></p> <p><i>junje_draculan@ymail.com</i></p>
10.3	No further instructions.
12.1	<i>If the Procuring Entity maintains a registry system using the PhilGEPS or</i>

	<p><i>its own electronic system:</i></p> <p>The first envelope shall contain the eligibility and technical documents stated in the ITB Clause. However, if the Bidder maintains a current and updated file of his Class “A” Documents with the Procuring Entity, a written letter of intent may be submitted in lieu of the Class “A” Documents; otherwise, it shall submit an application for eligibility and its latest Class “A” Documents on or before _____. Any application for eligibility or updates submitted after the deadline for the submission of the letter of intent shall not be considered for the bidding at hand.</p>
12.1(a)(i)	No other acceptable proof of registration is recognized.
12.1(a)(iv)	No further instructions.
13.1	No additional Requirements
13.1(b)	The ABC is <i>Php3,415,055.91</i> . Any bid with a financial component exceeding this amount shall not be accepted.
14.2	No further instructions.
15.4	No further instruction.
16.1	The bid prices shall be quoted in Philippine Pesos.
17.1	Bids will be valid until <i>120 days</i> .
18.1	<p>The bid security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of <i>Php 68,301.12</i>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of <i>Php 170,752.80</i>, if bid security is in Surety Bond; or 3. Bid Securing Declaration.
18.2	The bid security shall be valid until <i>120 days</i> .
20.3	Each Bidder shall submit <i>One</i> original and <i>Two</i> copies of the first and second components of its bid.
21	<p>The address for submission of bids is <i>Municipal Hall, Pilar, Abra.</i></p> <p>The deadline for submission of bids is <i>9:00 A.M., June 3, 2024</i></p>
24.1	<p>The place of bid opening is <i>Municipal Session Hall, Pilar, Abra.</i></p> <p>The date and time of bid opening is <i>9:00 A.M., June 3, 2024</i></p>

24.2	No further instructions.
27.3(b)	<i>Bid modification is not allowed.</i>
27.4	No further instructions.
28.2(b)	<p><i>Bidders have option to submit manually filed tax returns or tax returns filed through the Electronic Filing and Payments System (EFPS).</i></p> <p>NOTE: <i>The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
28.2(d)	<i>List licenses and permits relevant to the Project and the corresponding law requiring it.</i>
31.4(g)	<i>List of additional contract documents relevant to the Project: construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, and PERT/CPM.</i>
32.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> 1. The amount of <i>5% of Bid Price</i> if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of <i>Php 30% of Bid Price</i> if performance security is in Surety Bond; or 3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.

Section IV. General Conditions of Contract

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1. Definitions

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

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

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

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

2. Interpretation

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

3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

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

6. The Contractor's Obligations

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

personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

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

7. Performance Security

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

- (b) The Contractor has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the **SCC**.

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

8. Subcontracting

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

9. Liquidated Damages

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of

the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.

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

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor's Risk and Warranty Security

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

- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for “Structural Defects”, *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or “Structural Failures”, *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
 - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
 - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
 - (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5. The warranty against Structural Defects/Failures, except those occasioned on force majeure, shall cover the period specified in the **SCC** reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- 12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

Form of Warranty	Minimum Amount in Percentage (%) of Total
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	Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)
(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

- 12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
- 12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. Liability of the Contractor

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

14. Procuring Entity's Risk

- 14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

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

15. Insurance

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

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

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

15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.

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

15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein

from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
 - (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
- 16.2. Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- 16.3. Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- 16.4. The Contractor:

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

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

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

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

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

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

- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the **GCC** Clause 9; and
- (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
 - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the **SCC**;
 - (ii) drawing up or using forged documents;

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

19. Procedures for Termination of Contracts

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

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the

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

- (d) The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

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

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

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

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

20. Force Majeure, Release From Performance

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

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

21. Resolution of Disputes

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

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

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

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

23. Procuring Entity's Representative's Decisions

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

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

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

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

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

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

26. Extension of the Intended Completion Date

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

27. Right to Vary

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

28. Contractor's Right to Claim

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

29. Dayworks

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

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

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

30. Early Warning

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

31. Program of Work

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

again at any time. A revised Program of Work shall show the effect of any approved Variations.

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

32. Management Conferences

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

33. Bill of Quantities

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

34. Instructions, Inspections and Audits

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

the materials and workmanship, and to check the progress of the construction.

- 34.2. If the Procuring Entity's Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.
- 34.3. The Contractor shall permit the Funding Source named in the **SCC** to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

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

38. Uncorrected Defects

- 38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.
- 38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

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

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
 - (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.

- (c) Retention money in accordance with the condition of contract.
- (d) Amount to cover third party liabilities.
- (e) Amount to cover uncorrected discovered defects in the works.

40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.

40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

41. Payment Certificates

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

41.2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

41.3. The value of Work executed shall:

- (a) be determined by the Procuring Entity's Representative;
- (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
- (c) include the valuations of approved variations.

41.4. The Procuring Entity's Representative may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

42. Retention

42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in **ITB** Sub-Clause 42.2.

42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from

every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

- 42.3. The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.
- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

43. Variation Orders

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered

and generally recognized as inherent in the Work or character provided for in the contract.

- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of the Procuring Entity may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the contractor for any claim. The preparation and submission of Variation Orders are as follows:
- (a) If the Procuring Entity's representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the Head of the Procuring Entity for approval.
 - (b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity's to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the Head of the Procuring Entity or his duly authorized representative.
 - (c) The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration.
 - (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity

empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.

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

44. Contract Completion

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

45. Suspension of Work

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.
- 45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:
 - (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.

- (d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.
- (e) Delay in the payment of Contractor's claim for progress billing beyond forty-five (45) calendar days from the time the Contractor's claim has been certified to by the procuring entity's authorized representative that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

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

46. Payment on Termination

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

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within

thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

Except for extraordinary circumstances as determined by NEDA and approved by the GPPB, no price adjustment shall be allowed. Nevertheless, in cases where the cost of

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.16	The Intended Completion Date is 90 calendar days .
1.21	The Procuring Entity is <i>Municipality of Pilar</i> .
1.22	The Procuring Entity's Representative is <i>Junje A. Draculan</i>
1.23	The Site is located at <i>Bolbolo, Pilar, Abra</i> and is defined in drawings No.
1.27	The Start Date is _____.
1.30	The Works consist of <i>Excavation, Embankment, Masonry Works, Concrete Works, Reinforcing Steel Bar, Truss and Roofing Works, Painting Works, Plumbing Works, Electrical Works, Doors and Windows, Architectural Finistration.</i>
2.2	<i>If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed here</i>
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor _____.
6.5	The Contractor shall employ the following Key Personnel :
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10	The site investigation reports are: <i>None</i>
12.3	No further instructions.
12.5	<i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i>
13	No additional provision.
18.3(h)(i)	No further instructions.
21.2	The Arbitrator is:
29.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 5 days of delivery of the Letter of

	Acceptance.
31.3	The period between Program of Work updates is 5days. The amount to be withheld for late submission of an updated Program of Work is
34.3	The Funding Source is the <i>Government of the Philippines</i> .
39.1	The amount of the advance payment is <i>Php</i>
40.1	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
51.1	The date by which operating and maintenance manuals are required is <i>[date]</i> . The date by which “as built” drawings are required is <i>[date]</i> .
51.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> .

Section VI. Specifications

1.0 GENERAL INSTRUCTIONS AND SPECIFICATIONS (Building Projects)

1.1 Purpose This *Instructions and Specifications* aims to guide and establish the standards and facilitate the preparation and construction of Residential House.

Other building SPs Other building subprojects shall still observe this specifications, unless, design requires other materials or special requirements.

2.0 SITE WORK

2.1 Scope This section includes site clearing, earthwork, and site drainage and utilities construction of septic tank, in accordance with the drawing and specification

2.2 Material Requirements

2.2 Selected Fill Material

.1 Selected fill materials shall consist of pit run gravel, disintegrated rock, sand or other similar materials.

2.2 Gravel Fill

.2

Gravel fill shall consist of hard durable particles or fragments of stones or gravel. Similar materials available in the area can be used provided approved by the DAC or Municipal Engineer. It shall be clean and free from vegetable matters, lumps or balls of clay and other deleterious material. Gravel bedding 100 mm (4") in depth or as shown on the drawing shall be placed, spread and compacted through tamping underneath footing, slabs, on fill and slabs on grade.

2.2 Base and Sub-base Course

.3

Aggregate sub-base shall consist of pit run gravel, talus rock, disintegrated granite, sand, shale cinders, coral, or other similar materials, or additional filler for blending, selected under the direction of the engineer. The maximum dimension of any particle shall not be greater than two-thirds of the required thickness of the layer in which it is to be placed. Over-sized materials if present shall be removed at the pit by screens, or hand picking. If necessary, to obtain proper uniformity, mixing shall blend additional filler.

2.2 Concrete for Site Work

.4

Concrete materials for site work shall be in accordance with Section 3, concrete, of these specifications. Cement shall be proportioned as follows:

	<u>Description of Structure</u>	<u>Compressive Strength</u>
	For Sidewalks, walkways, curb and gutter Splash blocks catch basin, manholes, inlets Headwalls and benches ----- at -----	17.2 Mpa (2500 psi) 28 days
1.)	Septic tank, holding tank, and water Storage tank at -----	20.7 Mpa (3000 psi) 28 days
2)	For concrete pavement ----- at -----	24.1 Mpa (3500 psi) 28 days

Unless otherwise specified concrete for pavement shall have a flexural strength of not less than 3.8 Mpa (550 psi) when tested by the third-point method of 4.5 Mpa (650 psi) when tested by the mid-point method; or a compressive strength of 24.1 Mpa (3500 psi) when tested at fourteen days in accordance with AASHTO T97, T177 or T22; respectively.

2.3 Construction Requirements

2.3 Earthwork

.1

1. Site Demolition

All superficial obstructions shall be demolished and removed from the site to disposal areas approved and agreed by the community.

2. Cleaning and grubbing

a. Cleaning

All areas within which the structure or related construction has to be accomplished shall be completely cleared of matted roots, trees brush, snags, vegetation, rubbish, spoils, and other objectionable matters. All combustible materials from clearing operation shall be completely burned or removed from the site of work or otherwise disposal off as directed by the BSPMC. All materials to be burned shall be piled neatly and when in suitable

condition shall be burned completely. Piling for burning shall be done in such a manner and location as to cause least fire risk. All burning shall be so thorough that the cleared materials can be reduced to ashes. The Contractor shall at all times take special precautions to prevent fire from spreading and shall have available at all times, suitable equipment and supplies, for use in preventing and fighting fires.

b. Grubbing

Grubbing shall consist of the removal of tree slums, brush and rubbish from the work areas to be occupied by permanent structures, and from other areas within the indicated clearing limits as directed by the Consultant. Trees and shrubs to be retained shall be protected properly from damage. Slumps shall be removed entirely. Roots and matted roots shall be grubbed and cut to at least 40 mm below the existing surface.

3. Structural Excavation

All excavation shall be performed to the excavation lines, grades, and slopes and profiles shown in the drawings or as directed by the BSPMC through the Project Implementation Team (PIT) with the assistance of the DAC and Municipal Engineer. All excavation shall be performed in the dry condition, unless as otherwise approved.

a. Excavation for Structures and Trenches

Excavations carried out below the depth indicated on the drawing without the approval of the PIT shall be refilled to the proper grade with thoroughly compacted suitable fill materials to the satisfaction of the BSPMC except for footing excavation where concrete shall be replaced to the bottom of the excavations; additional work of this nature shall be at the LCC's expense. Where an existing structure lies adjacent to excavation line, adequate shoring and bracing shall be provided to prevent damage to persons and properties. Shoring, bracing, and sheeting shall be removed in a manner to prevent caving-in. The grading in the vicinity of excavated areas shall be done to prevent surface water from running into excavation and embankments. Water pumped from excavations shall be diverted to suitable disposal points. Trenches for pipelines shall be excavated along straight lines and provided with minimum of 150 mm space between the outside of the pipe and the side of the trench or bracing. Additional excavation shall be made for each joint to allow for joining.

Trench excavation, other than rock, shall be excavated at least 50 mm above final invert grade; the remainder of the excavation shall be shaped manually, and graded to provide uniform bearing when the pipe is laid. Unless otherwise indicated, backfill cover over water, sewer, drainage, and electrical conduit pipes shall not be less than 300-mm depth.

b. Excavation Under Pavement and Concrete Slabs

The Entire area of the original ground under pavements and concrete slabs shall be excavated to remove all objectionable matter, sod, muck, rubbish and other unsuitable material to a minimum depth of 300 mm.

4. Filling and Backfilling

Fill and backfill material shall consist of suitable materials from excavation or from approved borrow areas, and shall be free from roots, wood scraps, vegetation's, and other extraneous materials and from large clods of earth or stones greater than 100 mm. No fill material shall be placed until the surface to be filled has been approved.

a. Filling and Backfilling for Structures and Trenches

Backfilling around structures shall be placed as the construction work progress, insofar as practicable. Backfilling of trenches shall progress as rapidly as construction and testing will permit. In backfilling pipe trenches, approved backfill shall be compacted in 200 mm layers to a depth of 150 mm over the pipe and the remainder of the trench depth shall be backfilled and compacted in 300 mm layers; For trenches under road pavements and concrete floor slabs, the backfill shall be placed and compacted in 200 mm layers to the top of the trench.

b. Embankment Construction

Before placing fill material, the surface upon which it will be placed shall be scarified to insure good bonding between the existing surface and the fill material. Where embankment is to be constructed on sloping ground with slopes steeper than 1 vertical to 4 horizontal, the new fill shall be cut into or benched as the embankment is brought up in layers in such a manner that the embankment materials will bond with the existing surface. The size of each bench shall be subject to approval and shall depend on the equipment to be used.

5. Equipment

Equipment used in the performance of the work shall be subject to approval of the BSPMC. The quality of compaction equipment shall be adequate to assure thorough uniform compaction as rapidly as materials is placed. In all areas not accessible to rollers or compactors, the fill shall be compacted with mechanical hand tampers.

6. Compaction

In fill areas, the top 200 mm shall be compacted to a density of at least 95 percent of maximum density and the remaining depth of fill to not less than 90 percent of maximum density; except that under ramps, pavements, and concrete floor slabs, compaction shall not be less than 95 percent of maximum density for the entire depth of fill. Unless otherwise indicated, where the existing sub grade in cuts have a density of less than 95 percent, all materials to a depth of 150 mm or to such greater depth as maybe specified, shall be compacted to not less than 95 percent of the maximum maybe specified, shall be compacted to not less than 95 percent of the maximum density.

7. Grading

Existing grades which shall remain and which be disturbed during construction shall be graded to original condition or as directed by the Tolerances in final grading in unpaved areas shall not exceed 30 mm above or below the grades indicated. Finish grading shall be accomplished to readily drain water into natural drainage facilities or adjacent natural drainage areas, without the formation of pockets in which water will stand.

8. Disposal of Surplus Excavated Materials

Any surplus material from excavation and grading operations shall be disposed and spread in spoil areas designated by the BSPMC except for the materials classed as rubbish and debris, which shall be disposed in dumps and in burning areas. Excavated material deposited in the spoil areas shall be graded to a reasonably uniform surface.

2.3.2 Base and Sub-base course Preparation

The work includes the preparation of base course composed of gravel, crushed gravel or crushed stone, constructed on prepared sub grade or selected course in accordance with the plans and specifications. The base and sub-base material shall be placed as a uniform mixture in quantity to provide the required compacted thickness. Where the required thickness is more than 150 mm, the material shall be spread and compacted in low or more layers of approximately equal thickness and the maximum compacted thickness of any one layer shall not exceed 150 mm. Compaction of each layer shall be continued until field density of at least 100 percent of the maximum dry density determined.

2.3 Septic Tank

.5

Septic tanks should be constructed in accordance with the size and dimension shown on the detailed plans. Septic tank shall be constructed with two chambers; the primary sedimentation chamber, which serves as a digestion chamber and the final sedimentation chamber which receives the overflow water from the digestion chamber. The effluent from the final sedimentation chamber shall be discharged, whenever practicable, to the surface wastewater infiltration system. In some cases/or as shown on the drawings, the final sedimentation chamber will be designated as leaching chamber i.e., with open bottoms/flooring with gravel for leaching.

2.3 Soil Poisoning

.6

1. Description

As maybe required in the area due to presence of termite, this item shall be applied. It shall consist of applying termite control chemicals, including the use of equipment and tools in performing such operations in accordance with this Specification.

2. Material Requirements

Termite control chemicals or toxicants shall be able to immediately exterminate termites or create barriers to discourage entry of subterranean termites into the building areas.

3. Application

As provided in the procedure.

3.0 CONCRETE

3.1 Scope of Work

The work includes construction of concrete structures complete in accordance with the standard specifications and in conformity with the lines, grades, thickness and typical cross-section shown on the plan.

3.2 Material Requirement

3.3 General

.1

Concrete shall be composed of Portland cement; fine and coarse aggregates, water and admixture as specified all thoroughly mixed and brought to the proper consistency, uniformity and temperature for final placement. As approved by the engineer supervising the subproject and should conform to the Standards, Measuring BOXES and Mixing BOARDS shall be prepared for this Item.

3.3 Cement

.2

Concrete shall be Portland cement of a brand approved by the Project Manager and conforming to ASTM Specification C150, Type I of Type II.

3.3 Water

.3

Water shall be clean and free from injurious amounts of oils, acids, alkalis, salts, organic materials, or other substances that may be deleterious to concrete or steel.

3.3 Fine Aggregates

.4

Fine aggregates shall consist of natural sand, manufactured (crushed) sand, or a combination thereof. If the fine aggregate shall be a combination of separately processed sizes, or if batching shall result in a combination of natural and manufactured sand, the different components shall be batched separately.

Fine aggregates shall consist of hard, tough, durable, uncoated particles. The specified percentages of fines in the sand may be obtained either by the processing of natural sand or by the production of suitably graded manufactured sand. The shape of particles shall be generally rounded or cubical and reasonably free from flat or elongated pieces. The use of beach sand shall be prohibited. The line aggregate shall conform to the following specific requirements:

3.3 Coarse Aggregate

.5

Coarse aggregate shall consist of washed gravel, crushed stone or rock, or a combination thereof conforming to ASTM C33 or as approved by the engineer in-charge. The coarse aggregate, as delivered, shall have uniform and stable moisture content. The approval of deposits shall not be construed as constituting the approval of all materials taken from the deposits. Coarse aggregate shall consist of hard, tough, durable, clean and uncoated particles. All foreign materials and dust shall be removed by adequate, shall be generally rounded or cubical, and the coarse aggregate shall be reasonably free from flat and elongated particles. A thin, flat and elongated particle can be defined as a particle having a maximum dimension greater than five times the minimum dimension. The coarse aggregate shall be graded from fine to coarse.

Use 19-mm (3/4") coarse aggregate for slab on grade, columns, beams, suspended slabs, and tie beams

Use 38 mm (1 1/2") coarse for footings

3.3 Reinforcing Steel

.6

Reinforcing steel shall be locally manufactured, deformed billet steel bars conforming to Philippine Standard, Grade 275, Intermediate Grade (40,000 psi).

3.3 Forms

.7

Concrete form shall be wood, plywood, steel or other suitable materials. Form surfaces requiring standard or special finish shall be plywood or a non-absorptive hand pressed fiberboard or other suitable materials. Plywood shall not be less than 12 mm thick and shall be free from irregularities, dents and sags. Forms shall be coated with nonstaining form coating compound such as form oil of the approved make.

3.3 Storage Materials

.8

1. Cement

Cement in bags shall be stored in a suitable weatherproof structure as airtight as practicable. Floors shall be elevated above the ground, sufficient to prevent the absorption of moisture. Bags shall be stocked close together to reduce circulation of air but shall not be stocked against outside walls. The manner of storage shall permit easy access for inspection and identification of each shipment.

2. Aggregates

Aggregates shall be stored in such a manner as to avoid the inclusion of foreign materials. Aggregates of different sizes shall be stored in separate piles. Stockpiles of coarse aggregate shall be built in horizontal layers not exceeding 1200 mm in depth to avoid segregation. Should the coarse aggregate become segregated, it shall be remixed to conform to the grading requirements here on before. Sufficient stockpiles shall be maintained at all times to permit continuous placement of concrete at the rate specified.

3. Reinforcing Steel

Reinforcing steel shall be stored in a manner to avoid excessive rusting or being coated with grease, oil dirt and other objectionable materials.

3.4 Construction Requirements

3.4 Concrete Proportion

.1

The proportion of all materials in concrete shall subject to the approval of the DAC/ME. Proportions in accordance with a

class A mixing ratio (1:2:3) – 1 part of concrete; 2-parts of sand; and, 3-parts of gravel. Strength requirements for class A mixing proportion shall be 20.7 MPa (3000 psi) for footing, columns, beams, slabs and stairs, lavatory counter, wash basin; class B shall be 17.2 MPa (2500 psi) for ramp, slab on grade, water meter box; and 13.8 MPa (2000 psi) for lean concrete or as required by the Engineer in-charge.

If, at any time during construction, the concrete resulting from the approved mix design proves to be unsatisfactory for any reason such as too much water, lack of sufficient plasticity to prevent segregation, honeycomb, etc., or insufficient strength, the PIT/Foreman shall notify the DAC/ME for guidance.

3.4 Concrete Samples and Testing

.2

Sampling and testing of concrete shall be done for slab-type roof building subproject. Throughout the period that the concrete is being poured into the forms and while spading operation are being done, sets of test samples in cylinder shall be taken from fresh concrete from the forms.

The tests shall be made for footings and columns as follows:

1. Compression Tests

At least two (2) samples concrete cylinder specimen per set shall be made. Fresh concrete shall be placed inside standard 150 x 300 mm cylindrical mold in three (3) separate equal layers and rodded separately with 25 strokes with a 16 mm diameter. Surface shall be leveled with trowel and samples are to be labeled to identify the class, strength of concrete, date taken and part of structure samples are taken. The samples shall be cured.

One sample shall be tested at the age of seven (7) days, and one set at the age of twenty eight (28) days, in accordance with ASTM C39. Additional cylinder samples may be molded in reserve for further tests, if the results of the twenty-eight (28) – day – test do not meet the requirements.

2. Test Reports

The testing laboratory shall submit four (4) copies of its test cylinder which are to include as far as applicable, the following items: Location of pour in the structure, concrete design mix number, concrete design strength, type and manufacturer of cement, amount of any admixture used, slump tests, date of sampling, cylinder application number, days cured in the field, days cured in the laboratory, age at time of testing, crushing stress, type of failure, who made the samples, who shipped the samples to the laboratory and whether concrete strength meets the specifications.

3.4 Mixing Concrete

.3

Mixing shall be thoroughly mixed in an approved size and type to insure a uniform distribution of the materials throughout the mass.

1. Site Mixed Concrete

All structural concrete shall be machine-mixed for at least 1 ½ minutes after all materials including water in the mixing drum. The time elapse between the introduction of the mixing water to the cement and aggregate and placing of the concrete in final position shall not exceed 45 minutes. Placing of materials in the mixer shall be done in such a way that the first batch of concrete materials in the mixer shall contain sufficient excess of cement, sand and water to coat the inside of the drum without reducing the cement content of the mix to be discharged. The retempering of concrete, placing additional cement, aggregate or water during mixing period shall not be permitted.

Hand mixing shall be allowed in case of emergency of breakdown of concrete mixer during pouring operations or when concrete mixer is not available (e.g. island/far flung communities). Hand mixed concrete should be supervised the engineer or foreman as may be instructed by the ME.

2. Ready-Mixed Concrete (if available)

Ready-mixed concrete, when shall be batched, mixed, and delivered in strict compliance with the requirements set forth in ASTM C94

The rate of delivery of the mixed concrete shall be such that the interval between placing of successive batches shall not exceed thirty (30) minutes. The elapsed time between the introduction of mixing water to the cement and aggregate, and completion of discharge shall not exceed one (1) hour, or not more than 1 ½ hours if a retarder is used. It should be kept constantly agitated during the transit period. Delivery tickets shall contain data on the weight of sand, gravel and amount of cement and water added. The PIT shall keep legible copies available for file and reference.

Retempering of concrete shall not be permitted. Concrete volume needed shall be mixed only quantities required for immediate use and mixture, which has developed setting, shall not be used. Concrete, which has partially hardened, shall not be retempered.

3.4 Concrete Placing

.4

Concrete shall be placed only after all formworks, materials to be embedded, and preparation of surface involved in the placing have been inspected and approved by the ME. The Foreman/ME shall employ methods that will minimize separation of aggregates from the concrete mix.

Water shall be removed from excavation before concrete is deposited. Flow of water shall be diverted through proper side drains to a pump, or be removed by other approved methods to avoid washing over freshly deposited concrete. Hardened concrete, debris and foreign materials shall be removed from the interior of forms and from inner surfaces of mixing and conveying equipment. Runways shall not be provided for wheeled concrete-handling equipment's; such equipment shall not be wheeled over reinforcement nor shall runways be supported by reinforcements.

Concrete shall be handled to the place of final deposit as rapidly as practicable methods, which shall prevent the segregation or loss of the ingredients. It shall be deposited in the forms in approximately horizontal layers and as nearly as practicable in its final position to avoid rehandling.

Conveying or handling of concrete by the use of long inclined chutes or pipes of more than three (3) meters shall not be permitted. Dumping of concrete into buggies, buckets or wheelbarrows with a free fall of more than one (1) meter shall not be permitted. When placing operations would involve dropping concrete more than 1 ½ meters, it shall be deposited through a sheet metal or other approved conveyor. As for practicability, the conveyor shall be kept full of concrete during placing and their lower ends shall be kept buried in the newly placed concrete. After the initial set of concrete, the forms shall not be jarred and no strain shall be placed on the ends of the reinforcing bar, which are being projected.

Concrete in columns shall be placed in one continuous operation. Concrete in girders, beam and slabs in superstructures shall be poured in a monolithic and continuous manner. No construction joint shall be allowed on any part of the structure without the approval of the ME.

Consolidate each layer of concrete greater than 4 inches in depth with high frequency, interval, and mechanical vibrating equipment (if available) supplemented by hand spading and tamping. Consolidate concrete slab 4 inches or less in depth by wood tampers, spading, and settling with a heavy leveling straight edge.

3.4 Protection and Curing

.5

1. General

Concrete surfaces exposed to conditions causing premature drying shall be protected as soon as possible with canvas, straw, burlap, sand or other satisfactory materials and kept moist; or if the surfaces are not covered they shall be kept moist by flushing or sprinkling, as directed by the engineer. All concrete shall be moist cured for a period of not less than seven (7) consecutive days after placing by an approved method or combination of methods applicable to local conditions.

2. Moist Cutting

The surface of the concrete shall be kept continuously wet water for a period of seven (7) days, by spraying or by covering with burlap or other approved material thoroughly saturated with water and keeping the covering wet by spraying or intermittent hosing. Water for curing shall be generally lean and free from any element, which might cause objectionable staining or discoloration of the concrete.

3.4 Repairs to Concrete

.6

All imperfections on concrete surfaces are corrected to produce concrete surfaces that conform to the requirements of this section. Unless otherwise approved by the DAC/ME, patching with cement mortar shall repair imperfections on formed surfaces. Cement mortar for patching shall be of the same composition as used in the concrete, except for exposed surfaces; part of the cement shall be white cement to provide a finish color matching the surrounding concrete. Honeycombed or otherwise defective areas shall be cut out from solid concrete to a depth of not less than 25 mm. The edges of the cut shall be perpendicular to the surface of the concrete. The area to be patched, at least 15 mm adjacent thereto shall be saturated with water before placing the mortar. The mortar shall be mixed approximately one (1) hour before placing and shall be remixed occasionally during this period with a trowel without adding water. A grout of cement and water, mixed to the consistency of paint, shall then be brushed onto the surface to which the mortar is to be bonded. The mortar shall be compacted into place and screened slightly higher than the surrounding surface. Patches on exposed surfaces shall be finished to match the adjoining surfaces, after they have set for an hour or more. Patches shall be cured as specified for the concrete. Exposed surfaces shall utilize plywood forms. After the removal of forms, shall not be plastered, unless otherwise directed by the engineer. All joint marks on the formwork shall be reworked to a smooth surface to match adjacent areas and to present a new appearance.

3.4 Forms

.7

1. General

Forms shall be used whenever necessary to confine the concrete and shape it to the required lines and dimensions, or to protect the concrete from contamination. Forms shall have sufficient strength to withstand the pressure resulting from placement and vibration of the concrete, and shall be maintained rigidly in correct position. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Forms for exposed surfaces shall be lined with form grade plywood. Bolts and rods used for interval ties shall be so arranged that when the forms are removed, they shall not be less than two (2) centimeters from the formed surface.

2. Cleaning and Oiling of Forms

Before placing concrete, the contact surfaces of the forms shall be cleaned of incrustations of mortar, grout, or other foreign material. Forms shall be coated with standard form oil that can effectively prevent sticking and will not stain the concrete surfaces.

3. Removal of Forms

Forms shall be removed in a manner, which shall prevent damage to concrete structures. Forms shall not be removed without prior approval of the Engineer. Any repairs of surface imperfections shall be performed at once and curing shall be started as soon as the surface is sufficiently hard to permit it without further damage. The minimum time period for removal of forms shall govern where it exceeds the minimum specified curing period. Where the formwork for one element supports the formwork for another element, the greater time period shall apply to both elements. Forms shall not be removed before the expiration of the minimum time specified below:

<u>Element</u>	<u>Time Period</u>	
Walls, columns, sides of beam and girders, And slabs on grade		1
Pan joist forms (side only):		
76 cm (30 inches) wide or less		3
Over 76 cm (30 inches) wide		4
Where design live load is:	less than Dead load	greater than Dead load
Arch center	14	7
Joist, beam, or girder, soffits: (Clear span between structural Support):		
Under 3.00 m (10 ft.)	7	4
3.00 m (10 ft.) to 6.00 (20 ft.)	14	7
Over 6.00 m (20 ft.)	21	14
One-way floor slabs; (Clear span Between structural supports)		
Under 3.00 m (10 ft.)	4	4
3.00 m (10 ft.) to 6.00 (20 ft.)	7	4
Over 6.00 m (20 ft.)	10	7

Sufficient shoring members to support dead loads including construction loads on beams and slabs shall be provided for a period of eight (8) days in addition to the seven (7) days specified thereto. The time for removal of forms for structures not included thereto shall be as directed by the Engineer. Concrete work shall be protected from damage during construction.

3.4 Reinforcing Steel

.8

1. General

Steel reinforcement shall be provided together with all necessary tie wire, chairs, spacers, support and other necessary devices.

2. Cutting and Bending

Reinforcing steel shall be accurately cut and bent in accordance with the approved detailed reinforcement drawings. Reinforcing steel shall not be straightened or rebent in a manner that will injure the material. Bars with kinks or with bends not shown on the approved detailed reinforcement drawings or with cracks or splits of the bends shall not be used. All bars shall be bent cold. If Contractor elects to have reinforcing steel cut and bent off the site, he shall provide, maintain and operate a small cutting and bending shop on the site and

maintain a representative stock of steel. This provision is to take care of minor revisions and additions in an expeditious manner.

The DAC/ME shall prepare bar cutting schedule, for guidance of the project implementation team (PIT), prior to fabrication of reinforcing steel bars.

3. Placing of Reinforcement

Reinforcing steel shall be accurately placed in accordance with approved detailed reinforcement drawings and shall be adequately secured against displacement by using specified tie wires or approved clips at all intersections. After it has been installed, reinforcing steel shall be inspected for compliance with requirements as to size, shape, length, splicing, position and number. Reinforcing steel shall be supported by concrete or metal supports, spacers or metal hangers, except for surfaces exposed to the ground or to the weather, where supports shall be concrete. Wooden support spreaders shall not be used. At surfaces where an attractive appearance is required, the supports shall be of type, which shall not cause subsequent staining or marring of the exposed surface.

3.4 Joints in Concrete

.9

1. Construction Joints

Construction joints shall be provided where indicated in the drawing. Joints not indicated on drawings shall be constructed and located as not to impair the strength of the structures. When a construction joint is to be made, the surface of the hardened concrete shall be thoroughly cleaned and all laitance removed. In addition, the joint shall be thoroughly wetted and sloshed with a coat of neat cement grout immediately prior to placing of new concrete.

2. Expansion and Contraction Joints

Expansion and contraction joints shall be provided where indicated and shall be in accordance with details.

3. Preformed Strips

Preformed strips shall be placed before the adjoining concrete is poured. The joint scallier shall be applied after concrete on both sides of the joint have been poured and after the joint lines have been trued.

4.0 MASONRY

4.1 Scope of Work

The work includes furnishing and placing of concrete masonry units in conformity with the lines, grades and cross-sections shown on the drawings and in accordance with the specifications.

4.2 Applicable Documents

The latest edition of the following specifications and standards shall form part of this specification to the extent required by the references thereto.

ASTM	American Society for Testing Materials
C144	Standard Specification for Aggregate for Masonry Mortar
PSA	Product Standards Agency Publications (Philippines)
PNS 16	Specification for Concrete Hollow Blocks

4.3 Materials Requirements

4.3 Concrete Hollow Blocks

.1

Concrete hollow blocks shall be a standard product of recognized manufacturer to PNS 16, as indicated on the drawings. Exterior and interior masonry units shall be non load-bearing units. However, load-bearing units may be provided in lieu of non-load bearing units. For load bearing units, the required compressive strength shall be

Be 25 kg/cm² or 2.48 Mpa.

4.3 Cement, Reinforcing Steel, and Water

.2

Cement, reinforcing steel and water shall be as specified in Section 3.0.

4.4 Construction Requirements

4.4 Workmanship

.1

Masonry walls shall be placed level and plumb all around. One section of the walls shall not be placed in advance of the others, unless specifically approved. Unfinished work shall be stepped back for joining with new work; tooting shall not be permitted. Heights of masonry shall be checked with an instrument at sills and heads of openings to maintain the level of the walls. Door and window frames, anchors, pipes, and conduits shall be installed in carefully and neatly as the masonry work progresses. Spaces around doorframes shall be filled solidly with mortar. Drilling, cutting fitting and patching, to

accommodate the work of others, shall be performed by skilled workers. Bolts, anchors, inserts, plugs, ties, and miscellaneous metal work specified elsewhere shall be placed in position as the work progresses. Chases of approved dimensions for pipes and other purposes shall be provided, where indicated or necessary. Top of exposed walls and partitions, not being worked on, shall be covered with a waterproof membrane, well secured in place. Walls and partitions shall be structurally bonded or anchored to each and to concrete wall beams, and columns.

4.4 Mortar Mixing

.2

Mortar materials shall be measured in approved containers to insure that the specified proportions of materials are controlled and accurately maintained during the progress of the work. Unless specified otherwise, mortar shall be mixed in proportions by volume. The aggregates shall be introduced and mixed in such a manner that the materials will be distributed uniformly throughout the mass. A sufficient amount of water shall be added gradually as the mass further mixed, not less than 3 minutes, until a mortar of the plasticity required for the purpose intended shall be obtained. The mortar shall be mixed in a manner such that the quality of water can be controlled accurately and uniformly. Mortar boxes, pans of mixing drums shall be kept clean and free of debris or dried mortar. The mortar shall be used before the initial setting of the cement has taken place, retempering of mortar in which cement has started to set shall not be permitted.

4.4 Proportion of Mortar Grout

.3

Fine mortar grout shall be mixed in the volumetric proportion of one part Portland cement by three part sand.

4.4 Use of Fine Coarse Grout

.4

Fine grout shall be used in grout spaces less than 50 mm in horizontal dimension or when clearance between reinforcement and masonry unit is less than 17 mm. Coarse grout shall be used in grout spaces more than 50 mm in all horizontal dimensions or where clearance between the reinforcement and masonry is more than 17 mm.

4.4 Mortar Joints

.5

Mortar joint shall be uniform in thickness, and the average thickness of any three consecutive joints shall be 9.50 mm. "Gage rods" shall be made and approved prior to starting the work and shall be used throughout the work. Changes in coursing or bonding after the work has started shall not be permitted. The jointer shall be slightly larger than the width of the joints, so that complete contact is made along the edge of the units, compressing and sealing the surface of the joints. Joints in masonry, which will not be exposed, shall be struck flush. Joints shall be brushed to remove all loose and excess mortar. All horizontal joints shall be on level and vertical joints shall be plumbed and aligned from the top to the bottom of the wall with a tolerance of plus or minus 12 mm.

4.4 Concrete Masonry Unit

.6

The first course of concrete masonry unit shall be laid in full bed of mortar, for the full width of the unit; the succeeding courses shall be laid with broken joints. Concrete masonry units with the cells verticals shall have bed-joints formed by applying the mortar to the entire top surfaces of the inner and outer face shell, and the head joints formed by applying the mortar of a width of about 25 mm to the ends of the adjoining units laid previously. The mortar for joints shall be smooth, not furrowed, and shall be of such thickness that it will be forced out of joints as the units are being placed in position. Where anchors, bolts, ties and reinforcing bars occur within the cell of the units, such cells shall be solidly filled with mortar or grout as the work progresses.

4.4 Reinforcement

.7

Horizontal tie reinforcement shall be provided where indicated. Reinforcement shall be continuous and provided in the longest available lengths. Reinforcement above and below openings shall extend and be embedded into the columns, unless otherwise shown on the drawings. Splices shall overlap not less than 150 mm. Reinforcement shall be embedded in the mortar joints in the manner that all parts shall be protected by mortar. The two top courses of filler block walls shall have their cores filled with grout when placed in position.

Unless otherwise shown on the drawings, the size and spacing of bars shall be as follows:

For Vertical Bars

150 mm (6") CHB - 12 MM (1/2") dia. At 600 mm (24") on centers

100 mm (4") CHB - 10 mm (3/8") dia. At 600 mm

For horizontal bars: - 12 mm (1/2") dia. At 600 mm (24") on center (every third course) for 150 mm (6") and 100 mm (4") CHBs

4.4 Bonding and Anchoring

.8

Masonry walls and partitions shall be accurately anchored or bonded at points where they intersect, and where they abut or adjoin the concrete frame of the building. All anchors shall be completely embedded in mortar.

4.4 Grout Placement

.9

Grout shall be performed on the interior side of wall, except as approved otherwise, Sills, ledges, offsets and other surfaces to be left exposed shall be protected from grout falling on such surfaces and be and shall be removed immediately. Grout shall be stirred before placing to avoid segregation of the aggregate and shall be sufficiently fluid to flow into joints and around the reinforcement without leaving any voids. Grout shall be placed by pumping or pouring from buckets equipped with spouts, in lifts not exceeding 1.2 meters high. Grout shall be puddle thoroughly to eliminate voids without displacing the masonry units from its original position. Masonry units displaced by the grouting operation shall be removed and re-laid to its proper alignment using fresh mortar grout.

4.4 Tests and Test Reports

.10

The testing requirements stated herein or incorporated in referenced contract documents may be waived provided certified copies of report of tests from approved laboratories performed on previously manufactured materials are submitted and approved. Test reports shall be accompanied by notarized copies from the manufacturer certifying that the previously tested materials is of the same type, quality manufacture, and make as those proposed of this project.

5.0 METALS

5.1 Scope of Work

The work includes the furnishing, fabrication, erection or installation of structural steel roof framing and miscellaneous metal work in accordance with this specification and as shown in the drawings.

5.2 Applicable Specifications & Standards

The latest edition of the following specifications and standards referred to hereinafter by basic designation only, shall form part of this specification:

ASTM	American Society for Testing and Materials
A36/A36M	Specification for Structural Steel
A53 A307	Steel Pipe Zinc Coated Welded and Seamless Black and Hot-Dip Bolts and Studs, 60,000 psi Tensile Strength
A325	Standard Specification, high Strength Bolts for Joints
A570	Hot-Rolled Carbon Steel Sheet and Strip, Structural Quality
A611	Steel, Cold-Foiled Steel, Carbon, Structural Quality
AWS	American Welding Society
D1.1	Structural Welding Code, Steel

American Institute of Steel Construction, Specification for Design, Fabrication, Erection of Structural Steel for Buildings.

American Iron Steel Institute, Specification for the Design of Light Gage Cold-Formed Steel Structural Members.

5.3 Material Requirement

5.3 Structural Steel Shapes Plates and Bars

.1

Unless otherwise shown or specified on the drawing, structural steel shapes plates and bars shall conform to ASTM specification A36/A6M.

5.3 Hot-Formed Steel Sheet and Strip

.2

Unless otherwise shown or specified on the drawings, hot-formed steel and strip shall conform steel sheet and strip shall conform to ASTM A570.

5.3 Bolts, Nuts, and Washer

.3

It shall conform to specification STM A370, with a minimum yield point of 33,000 psi, unless otherwise shown in the drawings. Heavy hexagonal structural bolts, heavy hexagonal nuts, and hardened washers, shall be quenched and tapered medium-carbon steel bolts, nuts and washers complying with ASTM A325.

5.3 Screw and Expansion Bolts

.4

Screw and expansion bolts be of standard commercial grade, and of the sizes and types indicated as approved by the

5.3 Electrodes

.5

Electrodes for are welding shall be E60, or E70, AWS D1.1

5.3 Galvanizing

.6

Unless otherwise specified, galvanizing shall be of standard quality, hot-dipped process of 1.25 ounces per square foot of coating. Galvanized surface that are damaged prior to final acceptance shall be repaired using an approved repair compound.

5.3 Miscellaneous Metals

.7

Miscellaneous metal including fastenings, anchorages and incidentals not specifically mentioned herein or in other section of this specifications but are required to complete the work, for which there are no detailed drawings, shall be provided and installed in accordance with standard practice of the trades.

5.3 Delivery, Storage and Handling

.8

Fabricated materials delivered to job site shall be stored in clean and protected dry areas in manufacturers' protective package. Structural steel materials to be stored shall be placed on skids above the ground. It shall be kept clean and properly drained. Skids placed near enough together to prevent injury from deflection shall support long members, such as purlins and chords.

5.4 Construction Requirements

5.4 General

.1

Fabrication and erection of structural steel shall be in accordance with AISC specification for the design. Fabrication and erection of structural steel for buildings, except as specified herein. The DAC/ME shall prepare shop drawings showing the proposed method of fabrication and installation of all metal work. No work shall be started until the shop drawings have been approved. And all work shall conform to the approved shop drawings.

5.4 Fabrication of Steel Structure

.2

The work shall be well formed at the shape and size shown and assembles as detailed. Structural members shall be fabricated and assemblers in the shop to the greatest extend possible. Shearing and punching shall be produced in clean, true lines and surfaces with burrs remove. Nuts shall be drawn up tight. Joints which are to be exposed to the weather, shall be waster lights. Hole shall be cut, drilled or punched at right angles to the surface of the metal and shall not burning enlarge made ort. Holes in base or bearing plates shall be drilled.

1. **Welding**

Structural steel shall be welded accordance with the standard code of Air and Gas Welding in Building Construction of the American Welding Society. Qualified welders shall perform all welding work only.

2. **Shop Painting**

Unless otherwise specified of indicated in the drawings, all structural steel work (except galvanized surfaced and surfaces that will be painted with epoxy) shall be given a shop coat of red lead or zinc chromate primer.

5.4 Erection

.3

The steel structure shall be erected true to line and grades. Bracing's and supports shall be introduces whenever necessary to take care of all the loads to which the structure may be subjected. Such bracings shall be left in place as long as may be required for safety. As erection progresses, the work shall be securely bolted to taken care of all the dead loads, wind and erection stresses. No reaming of undersize bolt holes shall be permitted, and erection bolts shall not be used for lining up members.

1. **Drift Pins**

Drift pins may be used only to bring together several parts; they shall not be used in such manner as to distort or damage the metal.

2. **Gas Cutting**

The use of gas cutting torch in the fields for correcting fabrication errors shall not be permitted on any major member in the structural framing. Its use may be permitted only when the member is not under stress, and subject to the approval of the Project Manager.

3. **Base Plates and Bearing Plates**

Base plates and large bearing plates shall be supported on steel wedges or shims until the supported members have been plumbed, following which the entire bearing are shall be grouted with no-shrink cement grout.

4. **Grouting Mortar for Setting Base Plates**

Concrete grout shall be a non-shrinking type grouting mortar. The mortar subject to the approval by the Project Manager can either be a mixture of Portland cement, well graded fine aggregate, aluminum powder; and water or an approved commercial grouting mortar containing a non-metallic chemical oxidizing agent. If adopted, the approved product shall be delivered to the site of the work in original sealed container bearing the trade name of the manufacturer. Surfaces to receive the mortar shall be clean and shall be moistened thoroughly before placing the mortar. Exposed surfaces of mortar shall be water cured we burlap for at least seven (7) days.

5. Setting Up

Steel shall be erected plumb, level and properly guyed. In setting or erecting structural steel, the individual piece shall be considered plumb or level where the error does not exceed 1 to 500.

6.0 CARPENTRY AND JOINERY

6.1 Scope of Work

These sections include all rough and finish carpentry and joinery works, as shown in the drawings and in accordance wit this specification.

6.2 Material Requirements

6.2 Lumber

.1

All number shall be in accordance with the accepted commercial standard and shall be of the approved quality of each kind and shall be of the following spaces and grades as shown in the drawings.

<u>Use</u>	<u>Species</u>	<u>Grade</u>
Lumber in contact with Concrete, masonry and Cement plaster	Yakal	Good
Jams, Transoms, mullions headers, sills, frames and wood base of detachable partition	Yakal	Clear
Ceiling joist, studs, roof framing and nailers	Apitong or Tanguile	Good
Wood trims, wooden planks and wood vent and frames	Tanguile	Clear

1. Quality of Lumber

All lumber shall be of the approved quality of each kind required for the various parts of the work, well seasoned, thoroughly dry, and free from large, loose or unsound knots, saps, shakes, and other imperfections impairing its strength, durability and appearance. Jams, transoms, mullions, headers, sills, frames and wood base shall be air dried and well seasoned for at least two (2) months before use.

2. Substitutions

Any lumber equally for the purpose may be substituted for the kinds specified, provided that the substitution shall be approved by the Engineer in-charge of the subproject.

3. Except where otherwise specified, lumber shall be sun-dried, or kiln-dried. At time of installation, the maximum moisture content, expressed as a percentage of the oven-dry wood, shall be as follows:

a. Rough Carpentry and Framing

Framing lumber 2 inches and less in thickness: 19 percent

Framing lumber over 2 inches thick: 25 percent

Boards: 19 percent

b. Interior millwork, finish and trim: 17 percent

6.2 Plywood

.2

1. Interior Areas

Plywood ceiling for interior ceiling, doors, and partitions shall be of 6 mm thick tanguile plywood, grade "A", 3-ply with high water resistant.

2. Exterior Areas

Plywood ceiling for exterior ceiling, partition and doors (toilet and bath) shall be to 6 mm marine plywood.

6.2 Framing

.3

Wooden frames for detachable partitions shall be kin-dried, tanguile or engineer's approved equivalent.

6.3 Construction Requirements

6.3 Workmanship

.1

Lumber for framing and other carpentry shall be fitted closely, set accurately to the required lines and levels, and shall be secured in place in a rigid and substantial manner. Spiking, nailing and bolting shall be done in an approved manner. Spikes, nails and bolts shall be of the proper size, and care shall be taken so as not to split the members. All frames coming in contact with concrete or masonry shall be anchored by means of nails spaced sufficiently apart all around the contact surfaces. Bolt holes shall be drilled accurately and shall have a diameter of 3 mm more than the bolt size. All exposed wood surfaces shall be smoothly dressed and if so required, shall be well sand papered to an even smooth surface ready for finishing.

6.3 Finish Framing

.2

Grades and species of wood shall be as specified. Interior finish shall be set plumb, level, square, and in true alignment and joints shall be tight and formed to conceal shrinkage. All finish framing shall be done as much as possible with carefully fitted mortise and tenon joints. Surface finish of woodwork shall be smoothly dressed and well sanded by machine or by hand. Conceal fastening and joints as much as possible, if not possible locate them in inconspicuous places where nailing is permitted on wood surfaces. Face nailing in trim and millwork specified to receive a natural finish shall be selected for uniformity in color and graining. Nailing and blocking shall be provided as necessary.

6.3 Rough Framing

.3

Framing and other rough carpentry shall be fitted closely and set accurately to the required line and levels and shall be secured in place in a rigid and substantial manner. Framing members shall not be spliced between bearing points and shall be free from pronounced defects. All framing members, not indicated or specified shall be provided as necessary for the proper completion of the work. Nailing shall be done in an approved manner, so as not to split the framing members.

6.3 Protection of Work

.4

The PIT shall protect all finished woodwork and millwork from injury after it has been set in place until completion and final acceptance.

6.3 Hardware

.5

Items of hardware to be installed shall be as directed or as shown in the drawings and shall be fitted carefully and attached securely. Care shall be exercised not to mar or injure the work.

7.0 MOISTURE AND THERMAL PROTECTION

7.1 Scope of Work

This section includes the furnishing of all plant, tools, equipment, materials and other in the installation of waterproofing, and roofing, including miscellaneous sheet metal works as required providing a waterproof installation.

7.2 Material Requirements

7.2 Pre-painted Metal Roofing and Siding

.1

Metal roofing and siding shall be gauge 26, cold-rolled, pre-coated with zinc-epoxy polyester or acrylic paint, and oven-baked for tougher resistance to chemical and atmospheric corrosion, preventing flaking, fading or rusting.

7.2 Galvanized Steel Sheets for Sheet Metalwork

.2

Galvanized steel sheets for sheet metal work shall be pain galvanized steel sheets and shall be of gauge 26, cold rolled, pre-coated with zinc-epoxy polyester or acrylic paint and oven-baked.

7.2 Fasteners and Accessories

.3

Strap fasteners shall be of gauge 24, galvanized iron sheet, 25 mm wide and be sufficiently long for the required connection. Rivets and washer shall be galvanized mild iron. Rivets shall not be less than 5 mm in diameter and 10 mm in length. Washers shall not be less than 1.5 mm thick and 20 mm in outside diameters.

7.2 Storage of Material

.4

Corrugated galvanized steel sheets and other molded materials shall be stacked in level sites using lumber placed right angles to corrugation. Stacks shall be kept covered and protected from the weather and from contact with soil.

7.3 Construction Requirements

7.3 Roofing and Siding Installation

.1

1. General

Except as specified otherwise herein, all materials shall be installed in accordance with the manufacturer's printed erection instructions. Care shall be exercised in storing, handling and installing to prevent any damage to roofing sheets. The sheets shall be of the length indicated or the greatest length to suit the purlins spacing. End laps of roofing shall be located over purlins. Extreme care shall be exercised in drilling, pilot holes for fastening to keep drills perpendicularly center valleys or crowns as applicable. After drilling, all melt filings and burrs shall be removed from holes prior to installing fasteners and washers. Sheets deformed or otherwise damaged by over-torque fastenings, shall be removed and new sheets be installed. Size and spacing, or fasteners used in erection shall be as recommended by manufacturer subject to the approval of the consultant. All metal shaving shall be swept from roofs upon completion to prevent rusting and discoloration.

Prior to the installation of roofing, purlins should have been placed and spaced properly to fit the length of roofing sheets to be used.

2. Installation of Roofing Sheets

Installation of roofing sheets shall start at the lower part of the roof and to proceed towards the direction of the prevailing monsoon wind. Side laps shall be two and a half (2 1/2) corrugations and end laps shall be 250 mm minimum. Each sheet shall be fastened temporarily by a galvanized flat head to be covered by side or end laps. Succeeding upper rows of roofing sheet shall be installed in the same manner until the roof area is covered.

3. Joint Sealing

To provide watertight construction joint sealing material shall be provided to seal all joint in and around sealing strips at ridges, eaves valleys and, bolt holes before inserting fasteners for all flashing and elsewhere as necessary.

4. Fastening and riveting

Pre-painted roofing sheets shall be fastened to the purlins by means of metal strap GA. 24, 25 mm wide, strapped to steel purlins and riveted to metal roofing.

Install the ridge roll and gutters when required before fastening the roofing sheets with plain galvanized iron straps and washer. Each strap end shall be fastened at every other corrugation along gutter lines and end laps. The other strap end shall be bent around and nailed taut to the purlins. Riveting at intermediate purlins and laps shall be done at every third corrugation. Rivet shall be provided with galvanized iron washers below and above the roofing sheet. Rivets shall be sufficiently long to allow for a hemispherical head formation. Riveting shall be done such that the lead washer will be compressed to provide a watertight fit around the rivets.

The use of Tek screws for the installation of the roofing may be adopted upon written approval from the Project Manager.

5. Flashing

Flashing shall not be bent at sharp angles, but shall be worked to as large radius as possible. Exposed edges of counter-flashing shall not be less than 75 mm and shall be made watertight with plastic cement.

Use cadmium plated or zinc-coated sheet metal screws to secure sheet metal flashing to roofing in accordance with the manufacturer's recommendations and subject to the approval of the Consultant.

6. Ridge Rolls

Ridge roll shall be lapped at least 600 mm over the end of roofing sheets and shall be riveted at every second corrugation.

7. Fabrication of Gutters

Gutters shall be fabricated to the shape and dimensions indicated in the plans. Gutter joints shall be flat seams folded and sealed evenly in the direction of flow. Otherwise, gutter joints shall be lapped at least 25 mm, fastened together with a 3.175 mm diameter or No. 8 copper rivets and burrs and sealed.

Gutter shall be attached to the facial frame with galvanized nails or screws spaced at not less than 900 mm on centers and at a point slightly higher than the leading edge of the gutter. As additional support, gutters shall be fastened to the end purlins by a wrought iron straps 3 mm thick and 19 mm wide spaced at not more than 1000 mm on centers.

7.3 Roof Accessories

.5

Downspout (if applicable)

This item shall be of polyvinyl chloride (P.V.C) pipe embedded concrete columns as shown in the drawings or as directed by the Consultant. PVC downspout shall not be less than 75 mm in diameter and a product of a reputable manufacturer

acceptable.

7.3 Water Testing

.6

All waterproofed surfaces, roof, sidings, gutter and downspout system shall be tested for water tightness by flushing or flooding, with water as directed by the Engineer. Floodwater shall be kept on gutters, downspouts for a minimum time of twenty-four (24) hours. If any leak occurs, the works shall be repaired or reconstructed. Test shall be repeated until satisfactory result has been attained.

7.4 Method of Measurement

7.4 Method of Measurement

.1

The quantities to be paid for under this section shall be measured as follows:

- a. The square meters of waterproofed areas installed and accepted shall measure membrane waterproofing. The payment of quantities shall be deemed to include the cost of surface preparation, metal lath reinforcement and mortar plaster including protection and testing works.
- b. The measurement for roofing, fascia and siding shall be in square meter of area completed and accepted by the Engineer. The payment of these items shall be considered to include the cost of preparation, installation of metal sheets, fastening, joint sealing, false work and necessary works to complete this item.
- c. The number of pieces of each unit installed as shown in the drawing shall measure the quantities for roof drain and weep holes.
- d. The liner meter in place will measure downspout. The payment of quantities shall be deemed to include the cost of fittings, joint sealer and fasteners necessary to complete the work.
- e. The measurement for ridge roll, gutter and flashing shall be in linear meter of sheet metal work fabricated installed and accepted. The payment for this item shall be considered to include the cost of fastening and sealing.
- f. The cost of installing insulation shall be measured in square meter area of insulation installed and accepted. Cost per square meter of insulation installed shall be deemed to include the cost of support, fasteners and incidentals to be work.

8.0 DOORS AND WINDOWS

8.1 Scope of Work

This section calls for the furnishing, fabrication and installation of doors and windows in accordance with the plans and specifications.

8.2 Material Requirements

8.2 Wood Doors

.1

1. General

Door panels shall have 44 mm thickness, unless otherwise specified or shown on plans, except for counter doors, which shall be 31 mm thick.

2. Door Types

a. Hollow Core/Flush Doors

Except as otherwise specified, flush door shall be done in accordance with the detail as shown on the plans. The plywood edge protection shall be around and into the outside frame of the door in order to prevent "peeling off" of the plywood veneers at the edges.

3. Lumber

Lumber for doors shall be of commercial grade, of the approved quality of each kind, well seasoned, thoroughly dry, and free from loose or unsound knots, shakes, pitch pockets, or other imperfections affecting its strength, durability or appearance.

a. Door frames in contact with concrete shall be yakal, good grade of the design size and thickness as indicated in the drawings. Application of black coal tar between contact surfaces shall be provided.

b. Door studs, nailed and frames shall be tanguile, S4S and kiln-dried with not more than fourteen percent (14%) moisture content.

4. Plywood

Plywood for interior flush doors shall be tanguile, first class and of commercial standard. For toilets and bath doors, use marine plywood.

8.2 Glass Jalousie Windows

.2

a. Layer Type Operation

This type of jalousie window shall be capable of locking the unit in any position and cannot be opened outside. Louver with glass slat clips and tilt gear casing shall be extruded aluminum sections, true to details with clear, straight, sharply defined profiles and green from defects impairing its strength or durability. Aluminum extruded section and strips shall be Type AA conforming to ASTM B 235-50T.

b. Window Frames (Wood Jambs)

Opening frames for jalousie window shall be well seasoned thoroughly dried "Yakal" to avoid any possibility of warping after the glass jalousie window materials has been set in place.

c. Glass Pane

It shall be clear glass of high quality, free from unevenness or other imperfection that affects its quality and form.

8.2 Glass

.3

Quality of glass shall be as mentioned in USGM Specification No. 123. Use of other recognized commercial brand should be referred to and subject to the approval of the Engineer.

8.2 Quality of Glass

.4

All glass sheets for doors and windows, unless otherwise specified herein or otherwise indicated in the drawings, shall be locally manufactured.

8.2 Finish Hardware and Specialties

.5

The model numbers herein given designated the quality and style (type, design, operation, materials and finish) of hardware designated. Any other hardware equally good may be substituted only in cases of urgent necessity and subject to the approval of the Engineer.

Unless otherwise specified, exposed surface shall have the following Philippines Standard finishes.

1. Butt Hinges

All hinges that are needed shall be steel plated and of the size for the purpose. Use "Hanger", "Stanley", "Cordon" or an approved equivalent, highly polished and plated with non-raising pin for door opening outside.

4. Locks

Doors and windows shall be provided with complete, ready for operation, one pin tumbler cylinder lock of the medium or standard type for each door in accordance with the schedule. Philippine standard finishes as specified in Section 8.2.7, shall apply to all locks.

The trademark and plate numbers given herein are to designate only the quality, type, operation, materials and style (design) required.

5. Schedule of Lockset and Door Closers

Use "Yale" lockset, or any approved equivalent; installed complete ready for service in accordance with the manufacturer's instructions for the doors on all classrooms, laboratory and library rooms.

8.3 Construction Requirements

8.3 Installation of Doors

.1

Doors shall be installed only after completion of other works, which may affect the moisture content of the door. Doors shall be fitted and trimmed as required by the opening they will cover. Doors shall have a clearance of 3 mm at the side and top and shall have a bottom clearance of 6 mm over thresholds or as shown on details. The lock edge of doors shall be leveled at the rate of 3 mm. in 50 mm. Cuts made on the jambs shall be sealed immediately after cutting, using a clear water-resistant varnish or sanding sealer.

Doors with surfaces receive paint finish may be furnish factory primed, and doors with natural finish may be furnished factory pre-finished. Final furnishing shall be done in site in accordance with painting and varnishing specifications.

8.3 Installation of Glass Jalousie Window

.2

Window framing and aluminum frame glass jalousie window shall be fitted closely, set accurately to the required lines and levels, and secured in place in rigid manner with the use of appropriate fasteners. Frame corners shall be mitered and mechanically locked to attain extreme rigidity.

Aluminum frames and glass blades of jalousie shall be of the design, size and thickness as indicated. Aluminum framing and clip shall be shop fabricated and shall be loosely pivoted to allow free movement. The blades shall be secured to the clip of 1.83 mm common wire nails with one end riveted. Movable section of the jalousies shall allow easy operation either to close or open operation.

All wood frames used, as jambs for window opening shall be shaped molded true to details and properly equipped with weather-stripped to prevent penetration of rainwater. Corners of frames shall be mitered and mechanically locked resulting in extreme rigidity. Aluminum lever casing with glass clips; tilt bar and locking handles shall be set and properly adjusted leveled and aligned to acquire satisfactory operation and to assure weather tight construction operation.

8.3 Installation of Glass

.3

Glass shall be set after framing have been primed and dried. All glass shall be bedded, back and face puttied and secured in place. Secure glass in window frames with non-corrosive clips, except where glazing beads are required. Apply putty uniformly in straight lines, with accurately formed levels and clean-cut corners; remove excess putty from glass. Improperly set glass shall be replaced by the approval of the engineer.

All glass shall be accurately cut to fit openings and set with equal bearing on the entire width of the pane. Convex side of glass shall be on the outside.

8.3 Installation of Builders Hardware

.4

1. Door Knobs, Lock and Latch Strikes

All lock and latch strikes shall be installed in doorframes at the same height from the floor. Doorknobs shall be so located that the center of the knob is 0.90 m. from the finished floor.

2. Butt Hinges

Each panel of hinged door shall be provided with two (2) butts for doors 1.50 m or less in height; three (3) butts, over 1.50 m. high and not over 2.10 m in height. Doors of a greater height than 2.10 m, unless otherwise specified, shall be provided with an additional one (1) butt for each 0.65 m or fraction thereof.

Size of the Butt Hinges required as follows:

Thickness of Door	Width of Door	Size of Butt Hinges
21 mm or 25 mm (7/8" or 1")		63 mm (2 1/2")
28 mm (1 1/8")		75 mm x 75 mm (3" x 3")
44 mm (1 3/4")		100 mm x 100 mm (4" x 4")
56 mm x 63 mm (2 1/4" x 2 1/2")		125 mm x 125 mm (5" x 5")

3. Fastenings

Fastening of suitable size, quality and type shall be provided to secure hardware in position. Machine screws and expansion shields shall be provided for securing items of hardware to concrete bricks tile or masonry instead of wood screws.

4. Exposed Items of Hardware

After the finish hardware has been properly fitted, all exposed items such as knobs, plates, pulls, locks, etc., shall be removed until the final coat of paint finish has been applied. Other items of finish hardware that are not to be removed before painting shall be properly marked or completely covered until final coat of paint finish has been applied, after which such protective cover shall be removed.

9.0 FINISHES

9.1 Scope of Work

This section covers all works required in connection with surface finished on wood, metal, masonry and concrete surfaces in accordance with this specification and as shown in the drawings.

9.2 Material Requirement

9.2 Plastering Works
.1

1. Portland Cement

Cement shall conform to Philippine Standards or ASTM standard C150, Type 1

2. Sand

Fine aggregates for plastering shall be natural sand and shall be approved by the Engineer.

3. Lime (if available)

It shall be dehydrated lime where the free (unhydrated) calcium oxide and magnesium oxide in the hydrated product shall not exceed 8 percent by weight.

4. Water

Water used in mixing, shall be reasonably clean and free of oil, salt, acids, alkali, grass or other substances injurious to the finished product.

5. Red Cement, if applicable

It shall be of the approved brand and applied in accordance with the manufacturer's instructions.

9.2 Tile Works

.2

1. Floor Tiles

Tiles shall be standard grade, unglazed vitrified tiles, and 6 mm thick. Color and pattern shall be as specified in the drawing or as approved by the Engineer.

2. Wall and Wainscoting Tiles

It shall be 6 mm thick, standard grade, glazed vitrified tiles. Color and pattern shall be as shown in the drawing or as approved by the Project Manager. Tiles shall be free from lamination, serrated edges, chipped off corners and other imperfections affecting their quality, appearance and strength.

3. White Cement Grout

It shall be of the standard quality approved by the Engineer.

9.2 Paints

.3

All paint materials shall be as manufactured by recognized company. Tinting colors shall be of the same type as to the paint specified in the schedule of paint materials. All paints except paint for metals shall have fungicides added (Phenol Mercuric Chloride) in the amount of 1.5 percent to the total weight of paint.

9.2 Storage and Delivery of Materials

.4

Cement and lime shall be stored on the ground under watertight cover, and away from damp walls and surfaces until ready for use. Damaged or deteriorated materials shall be removed from the premises immediately. Manufactured materials shall be delivered in the original unbroken packages or containers that are labeled plainly with the manufacturer's name and brand. Container for tiles shall be grade-sealed. Materials shall be handled in a manner that will prevent the intrusion of deleterious materials that will affect its quality and appearance.

All paint materials shall be delivered to the job in the original containers, with labels intact and seals unbroken. Quality and type of paints shall be as specified in the schedule of paint materials and tools. The storage shall be adequately ventilated and must always be kept clean. Paints shall be protected from damage and contamination at all times and safeguards shall be taken to prevent fire.

9.3 Construction Requirements

9.3 Cement Finish on Masonry Walls

.1

1. General

The work consists of furnishing all materials, labor and performing all operations in connection with plastering masonry wall surfaces, complete in every respect as shown in the drawings and as specified herein. Plastering work shall be coordinated properly with the work of other trades. The work of other trade shall be protected properly from being damaged during plastering operations. Scaffolding shall be amply strong, well braced, tied securely and inspected regularly. Overloading of scaffolding shall not be permitted.

2. Mixing of Plaster

Except where hand mixing of small patches is an approved mechanical mixer of an approved type shall be used for the mixing of plaster. Materials shall be accurately measured by a device that will maintain the specified proportions within a plus or minus tolerance not in excess of 5% by volume. Plaster materials shall be accurately

measured in approved containers to insure the specified proportions. Caked and lumped materials shall not in use. Mixing boxes and tools shall be cleaned after mixing each batch and kept free of plaster from previous mixes. Plaster materials shall be thoroughly mixed with the proper amount of water until a uniform color and consistency is attained. Tempering shall not be permitted and all plaster that has begun to stiffen shall be discarded.

3. Proportioning Plaster

Portland Cement plaster shall be a two-coat application, the base and the finish coat. Each coat shall be proportioned as follows: One part by volume of Portland, to three parts sand.

4. Application of Plaster

Surface to receive plaster must be free from structural defects and shall be thoroughly dampened prior to application of plaster.

Plaster base coats shall be applied with sufficient pressure and the plaster shall be sufficiently plastic to provide good bond on masonry base. The base coat shall be compacted and straightened to a true surface without the application of water and the entire surface shall be floated to receive the finish coat. The finish coat shall be applied to a thickness approximately 3 mm before the scratch coat has set. Maximum pressure shall be applied in order to compact the finish coat and to provide smooth finish free from blemishes or irregularities. Trawling shall be continued until the finish surface sets. Immediately after setting, the surfaces shall be scoured vigorously with clean burlap or cement bag paper or brush to remove the sheen finish produce by trawling.

Plaster work shall be finished level, plumb, square and true, within a tolerance of 3 mm in 3 meters without waves, blisters, pits, crazing, discoloration, projections, or other imperfections. Plasterwork shall be formed carefully around angles and contours, and well up to screens. Special care shall be taken to prevent consequent dropping of applications. There must be no visible junction marks where one day's work adjoins another. Finished work shall be protected in an approved manner to prevent damage.

5. Portland Cement Plaster

Cement plaster shall have a total thickness of not less than 12 mm thick. The base coat shall be applied not less than 9 mm thick and allowed to dry slowly for 24 hours. Then the finish coat shall be applied to a thickness of not less than 3 mm and brushed with 4 applications of fog spray of clean water. The first spray shall be applied 12 hours after the finishing coat has been completed and three subsequent spraying shall be applied at sufficient intervals thereafter.

6. Patching and Pointing

Upon completion of the work, all loose, cracked, damaged or defective plastering shall be cut and re-plastered in a satisfactory and approved manner. All pointing and patching of plastered surfaces and where plastering abuts or adjoins any other finished works shall be done in a neat and workmanship manner ready to receive pain or other finish.

7. Curing and Protection

Damp curing shall begin as soon as the mortar has hardened sufficiently to prevent injury and water applied in a fog spray to keep the plaster damp throughout without soaking. The period for damp curing shall be as specified for each coat. Protect the plaster from uneven and excessive evaporation during hot or drying weather conditions.

8. Cleaning

After the completion of plastering work, all scaffolding surplus materials, debris and plaster daubs and stains on floors, windows, and other surface shall be removed to the satisfaction and approval of the BSPMC.

9.3 Cement Finish on Concrete Floor Slabs

.2

1. General

This work includes plain cement finish with or without red cement, and plain cement finish as bed for tiles, including all labor, materials, equipment and other facility to complete the work in accordance with the plans and specifications.

2. Finishing Requirements

Floors and slabs shall be sloped uniformly to the drains. In areas where tiles are to be laid, the concrete-based slab shall be depressed to not less than 50 mm, when not indicated. Floor and slab finishes, where not indicated, shall receive a single steel trawling. Dry cement shall not be placed directly on the new concrete surface to absorb excess moisture.

3. Finishing Procedures

Finishing procedures for floors and slabs, where not indicated on the drawings, shall be as follows:

<u>Finish</u>	<u>Description</u>	<u>Uses</u>
Screened Rough	Free from Slab and concrete	Ridges and holes surfaces under
Earth fill base slabs	Medium rough with Light storage and heavy machine pads	Texture finished areas
Trawled	Fine and texture to flossy glass Finish depending upon the number of passes of surfaces	All surfaces: 1. under floor – 1 pass 2. normal wearing – 2 passes 3. dense wearing – 3 trawling passes

4. Screened Finish

Concrete shall be placed, consolidated and immediately struck off to bring the top surface of the slab to proper grade. Floors shall be leveled with a tolerance of 3 mm in 3.0 meters, except where drain occurs, in which case the floors shall be pitched to the drains. Striking off and bull floating shall be completed before water appears on the surface of the freshly-placed concrete. If water is still visible by the time floating is to start, the excess water shall first be scrubbed off the surface by appropriate means.

5. Floated Finished

Floating shall begin when the water sheen has disappeared and when the surface has stiffened sufficiently to support a man without indenting the surface. Floating shall be performed by hand with a wood float. During the floating, the surface shall be checked with a 3.0 m straight edge applied at different angles. The surface shall be floated to a true plane within 3 mm in 3.0 meters.

6. Trawled Finished

Upon attaining proper set, the floor shall first be given a floated finish as specified herein above and then hand trawled. The first trawling should produce a smooth surface, free of defects. The finished surface shall be free of trawled marks, uniform in texture and true to a plane within 3 mm in 3.0 meters.

7. Bromide Finish

The floor shall first be given a floated finish and a steel trawled finish as specified herein above and then surface shall be bromide with flexible bristle broom. The topping mixture shall be spread evenly over the roughened base before the final set has taken place. At the time of brooding, the trawled surface shall have hardened sufficiently to retain the scoring on ridges. The brooding shall be in a direction transverse to that of traffic or at right angles to the slope of the floor.

8. Mixing of Red Cement, if applicable

Red cement shall be thoroughly dry, mixed with fresh Portland cement using dry and clean equipment. The proportion shall be three (3) parts red cement to one (1) part Portland cement. Cement top finish shall be one (1) part Portland cement – red cement mix and one (1) part sand, mix with minimum water content.

9. Application of Cement Finishes

The concrete slab to receive cement top finish shall be roughened before the concrete has set. Before applying the cement top finish, the concrete surface shall be further roughened with a pick of similar tool to remove Latinate, loose particles, plaster and anything that would prevent bond and then cleaned by an approved method or device. After cleaning, the slab shall be thoroughly wet before top finish is applied. The cement top finish shall have a minimum thickness of 19 mm and shall be poured continuously until the entire section is complete. Cement top finish shall be floated either manually or by machine, struck off with straight edge, steel trawled to a hard smooth surface, and graded to drain where required. Where the floor is to be hardened, 1/2 of the pre-mixed floor hardener shall be spread over the freshly poured cement top finish after screening and removing any excess water from the mixture and the floor shall then be floated. The balance of the pre-mixed floor hardener shall be evenly spread over the surface at right angles to the first application. The floor shall then be floated and care shall be taken to embed the floor topping with hardener firmly in surface of the concrete floor. The treated cement top finish shall be allowed to set sufficiently so that the surface maybe steel trawled to a hard-scaled surface.

9.3 **Other Cement Finish**

.3

1. **Patching of Surface Defects**

All surface defects shall be repaired with cement mortar of the same composition as used in the concrete. Part of the cement in the mortar may be white cement, for patching exposed areas to match the color of the surrounding concrete. Patching shall begin as soon as the forms are removed and areas to be patched are cleaned thoroughly. Minor defective areas shall be cut out of the solid concrete to a depth of not less than 25 mm. And edges of cuts shall be perpendicular to the surface of the concrete. Area to be patched and about 150 mm of the adjacent surrounding areas shall be saturated with water before placing the mortar. Mix the mortar approximately one (1) hour before placing and remix occasionally during this period without adding water. An initial grout of cement and water mixed to the consistency of paint of the required color shall be applied into the surface to which the mortar is to be bonded.

2. **Repairing of Structural Defects**

Concrete with excessive honey-comb, exposed reinforcing bars and other defects which affect the structural strength of the members shall be removed and repaired.

3. **Finishing of Formed Surfaces**

Finishing of formed surfaces, where not indicated in the drawings, shall be as follows:

- a. Surfaces exposed to public view shall be smooth form finished. No plastering work shall be done on exposed surfaces to correct imperfections. Form facing materials shall be used to produce a smooth, hard and uniform texture on the concrete. Tie holes and defects shall be patched and all fins shall be completely removed.
- b. Surfaces not exposed to public view shall be rough form finished. Tie holes and defects shall be patched and fins exceeding 6 mm in height shall be chipped off or rubbed off.
- c. Finishing of formed surfaces shall be accomplished after removal and repair of surface defects.

9.3 **Tile Works**

.4

1. **General**

The work consists of furnishing all materials, labor and performing all operations in connection with tile finishing of floors and walls, complete including mortar beds for the tile. Tile work shall not be started on portions where embedded lines crossed over the area until roughing-ins for plumbing and electrical work has been completed and tested. The work of all other trades in the areas where the work is to be done shall be protected from damage in a workmanship manner as directed by the PIT.

2. **Mortar for Tiles**

A scratch coat for wall tile, shall consist of one part Portland cement, ¼ part lime putty and 3 parts sand by-volume. Scratch coat shall have a minimum thickness of 9 mm. The buttering mortar for setting walls tiles and mortar setting bed for floor tiles shall have the same proportion as that of scratch coat.

3. **Floor Tiling**

a. **Preparation of Surfaces**

Before tile is applied with a dry-set mortar bed, the structural floor shall be tested for levelness or uniformity of slope by flooding it with water. Areas with water ponds shall be filled, leveled and resetting before the setting bed is applied. The slab shall be soaked thoroughly with clean water on the day before the setting bed is applied. Immediately preceding the application of the setting bed, the slab shall again be wetted thoroughly but no free water shall be permitted to remain on the surface. A skim coat of Portland cement mortar shall then be applied not more than 1.5 mm thick. The mortar shall be spread until its surface is true and even and thoroughly compacted, either level or sloped uniformly for drainage, where required. A setting bed, as far as can be covered with the tile before the mortar shall have reached its initial set, must be placed in one (1) operation, but in the event that more setting mortar has been placed than can be covered, the unfinished portion shall be removed and cut back to a clean leveled edge.

b. **Application of Floor Tile**

All tiles shall be soaked in clean water to a minimum of one (1) hour before they are installed. Placing tile on a wetted cloth in a shallow pan before installing shall damp absorptive mounted tile. Before the initial set has taken place in the setting bed, a skim of Portland cement mortar 75 mm to 1.5 mm thick, shall be trowled or brushed over the setting bed of plain Portland cement. 75 mm and 1.5 mm thick may be hand dusted uniformly over the setting bed and worked lightly with a trowel or brush until thoroughly damp. The tiles shall then be pressed firmly upon the setting bed, and carefully tapped into the mortar until true and even with the place of the finished floor base. Tapping and leveling shall be completed within one (1) hour after placing tiles. Borders and defined lines shall be laid before the field or body of the floor. Where floor drain is provided, the floor shall be sloped properly to

the drains. Cutting of tiles, where necessary, shall be done along the outer edges of tile against trim, base, thresholds, pipes, built-in fixtures, and similar surfaces and shall be geared and joined carefully. Tiles shall be securely firmly in place, and loose tiles or tiles sounding hollow shall be removed and replaced to the satisfaction of the Project Manager.

All lines shall be kept straight, parallel and true and all finished surface brought to true and even planes.

4. Wall Tiling

a. Preparation of Surfaces

Scratch coat shall be applied on prepared surface to serve as backing for wall tiles, not less than 24 hours or more than 48 hours before starting the tile setting. Temporary screeds shall be applied to the scratch coat to provide a true and plumb surface to the proper distance back from the finished wall. The setting bed shall be applied, rotted, and floated flushed with the screeds over an area no greater than will be covered with the tile while the bed remains plastic. The thickness of the setting bed shall not exceed 20 mm and the mortar shall not be tempered.

b. Application of Wall Tile

Tiles shall be soaked in clean water for a minimum of one (1) hour before they are installed. A skim coat of Portland cement mortar mixed with water to the consistency of thick cream. 75 mm thick shall be applied to the mortar setting bed, or to the back of each tile. The tiles shall then be pressed firmly upon the setting bed and tapped until flush and even with plane of the other tiles. The tiles shall be applied before the mortar bed has taken its initial set. Intersections and returns shall be formed accurately. All lines shall be kept straight and true, and all finished surfaces brought to true and even planes; internal corners squared; and external corners rounded. Horizontal joints shall be maintained level and vertical joints plumb in alignment.

5. Jointing

Joints shall be parallel and uniform in width, plumb, and level and in alignment. End joints are broken-joints shall be made, as far as practicable, on the centerline of the adjoining tiles. Joint widths shall be uniform and measured to accommodate the tiles in the given spaces with a minimum cutting.

6. Grouting

Grouting shall be done as soon as the mortar beds have sufficiently set. All cement shall be Portland cement, colored or white, as required. Where light colored mortar is required in joints, mixture of white cement and non-fading mineral oxide shall be used to produce the desired colors. The quantity of mineral oxides shall not exceed 10% of the volume of cement in any case.

7. Cleaning

Upon completion of grouting, the tile shall be thoroughly cleaned and maintained in this condition until completion of contract.

9.3 Painting

.5

1. General

The work covered by this section consists of furnishing all labor, equipment, tools and materials in performing all operations in connection with painting and finishing, including protective coating of metal surfaces, complete in accordance with the specifications and the applicable drawings.

2. Color and Samples

Sample panels of selected colors, at least (1) meter square in area shall be prepared for approval by the Engineer prior to application. All colors shall conform to KALAHI-CIDSS: KKB standard.

3. Workmanship

Skilled workers shall do all work in a workmanlike manner. Paints shall be evenly applied and free from sags, runs, crawls and other defects. All coats shall be of proper consistency and well brushed out or rolled on so as to show a minimum brush or rolled marks. Brushes or rollers shall be clean and in good condition.

All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least twenty-four (24) hours or more between applications of coat. For exterior painting during rainy season, allow one (1) week drying time before the succeeding coat is applied.

Painting coats as specified are intended to cover surfaces perfectly, if surfaces are not fully covered; further coats shall be applied to attain the desired evenness of the paint application. All finishes shall be uniform as to sheen, color and texture. Paint may be applied by spray method except when, in the opinion of the spraying in any particular application would produce unsatisfactory results. The PIT shall provide all drop cloths and other covering requisite to the protection of floors and other work.

Each surface shall be inspected carefully before applying any finish; Should a coat of paint be applied to a certain area and defects such as large cracks, hollow spots or unevenness is plastering area discovered, such defects shall be knocked out and re-plastered and re-painted to the satisfaction of the BSPMC.

4. Inspection of Surfaces

The PIT shall inspect all surfaces to be painted and all defects shall be remedied before starting the work. No work shall be started unless required surface dryness is met. Test shall be made, in the presence of the BSPMC and DAC/ME, to verify the dryness of surfaces to be painted.

5. Concrete Surfaces

a. Surface Preparation:

Before applying paint, concrete and cement surfaces shall be allowed to dry thoroughly. Clean surfaces of all dirt, alkali, and grease before commencing work. Treat all surfaces with a solution of two (2) kilos of zinc sulfate to four (4) liters of water and sufficient phenolphthalein to act as color warning. Present of alkali is indicated when phenolphthalein turns red and further treatment is required to neutralize it. Allow the surface to dry at least three (3) days and remove and loose crystals from the surface before finishing.

b. Finishing

For exterior and interior concrete surfaces and all other surface with cement plaster finish, use flat concrete paint with the specified brand approved by the Project Manager.

First Coat – Apply flat concrete paint thinned with ½ liter water per 4 liters of paint; tint with latex tinting color to closely match color of topcoat or use premixed paint. Dry for 3 to 6 hours.

Intermediate Coat – Repair all minor surface imperfection with paint putty made by mixing paint with patching compound powder. Let it dry for 24 hours, and then smoothen the surface with sandpaper, before applying the intermediate coat.

Final Coat – Apply semi-gloss or gloss paint tinted with latex tinting color to the shade specified.

6. Wood Surfaces

a. Surface Preparations

Plane the surface of wood with sandpaper to remove roughness, loose edges, splinters, and then clean to remove dust. All frames in contact with concrete or plaster shall be treated with an anti-termite solution or solutions or equivalent before applying paints. Set nail heads into the wood, fill holes, cracks and defects. Dry for three (3) hours and clean surface with sandpaper to smoothen the surface.

b. Finishing

For all woodwork, use gloss latex house paint with specified brand approved by the Project Manager.

First Coat – Apply enamel paint thinned with 1.2 liter water per 4 liters of paint.

Second Coat – Apply latex paint thinned with latex tinting colors to the shade specified. Dry for 4 to 6 hours.

7. Metal Surfaces

a. Galvanized Metal

All soldered joints must be completely scrubbed hard with a stiff steel brush, washed down with water to remove acidic solder flux, and then the new surfaces must be wiped off to remove grease and oils. All other surface contaminants must be removed before applying paint. Apply 2 to 3 full coats of metal paint directly on galvanized metal surfaces. Allow 24 hours drying time between coats.

b. Unquoted Steel

Other metal surfaces must be completely scrubbed hard with a stiff steel brush and cleaned before applying a coat of red oxide primer or equivalent. Succeeding coats shall be applied following manufacturer's specifications for various coats on metal surfaces.

8. Varnishing, if applicable

a. Preparations

All wood works to be varnished shall be thoroughly sand papered and all cracks holes and other defects shall be filled with quality wood filler stained to match the desired finish. For varnishing wood species like loan, tanguile, apitong, etc., reduce the prominence of the coarse grain in the wood by applying quality paste wood filler, sash and trim primer. Allow this filler and primer to set well and the excess shall be carefully and neatly cleaned from the surfaces by wiping across grain and let it dry of the time required by the manufacturer.

b. Staining

If the desired color and shade can be obtained with the filler and primer staining shall be omitted. Surfaces that require staining shall be stained with "Color matic Wood Stain" or "Oil Wood Stain" production of recognized brands wiped thoroughly and care shall be exercised in the use of the stain not to mark, but bring out and develop to the fullest extent the natural texture or grain of woods. When the natural color, grain or texture of wood have to be maintained, the use of stain shall be omitted.

c. Finishing

Finishes shall be as specified in the drawings as approved by the Stains and Varnish shall be allowed to dry at least forty-eight (48) hours between coats and shall be sanded lightly between coats with No. 00 or finer sand paper and cleaned before succeeding coat is applied by hand rubbing and polishing, brushing, or spraying.

9. Protection

During painting works, furniture and other movable objects, equipment, fittings, fixtures and accessories shall be removed or protected and returned in place upon completion of painting works. Remove or protect all electric plates, surface hardware, etc., before painting and re-install upon completion of painting works.

10. Cleaning Up

The community workers shall upon completion of work remove all paint where it has been spilled, splashed or splattered on surface, remove all surplus materials, scaffold, etc., and leave the place in perfect condition acceptable to the BSPMC.

11. Final Inspection

Finished surfaces shall be solid; even in color and finished textures, free firm cops, runs, lumps, brush marks, discoloration or other defects. Before final inspection, any work damaged or discolored shall be touched up or refinished in a satisfactory manner.

12. Miscellaneous

All other items for work to be painted and not specified herein, but necessary to complete the work shall be painted with the appropriate quality of paint suited to the type and nature of the surface of material in accordance with the specifications or as directed by the Engineer.

REVISION
S

Any revision made to this Specification shall be approved by the Engineer who signed and sealed this instrument.

Section VII. Drawings

Available at Engineering office

Section VIII. Bill of Quantities

BILL OF QUANTITIES				
ITEM	DESCRIPTION	QUANTITIES	UNIT PRICE	AMOUNT
B.5	Project Billboard/ Sign Board	1.00	each	
B.7	Occupational Safety and Health	3.00	mos.	
B.9	Mobilization/Demobilization	1.00	l.s	
801(1)	Removal of Structures and Obstruction	1.00	ls	
803(1)a	Structure Excavation (Common Soil, Manual Excavation)	43.82	m3	
804(1)a	Embankment from Structure Excavation	3.60	m3	
804(1)b	Embankment from Common Borrow by Equipment	134.40	m3	
804(4)	Gravel Bedding	6.72	m3	
900(1)c2	Structural Concrete for Footing and Slab on Fill (Class A, 28 days)	17.63	m3	
900(1)c4	Structural Concrete for Column (Class A, 28 days)	3.95	m3	
900(1)c6	Structural Concrete for Beams (Class A, 28 days)	9.64	m3	
902(1)a1	Reinforcing Steel of Reinforced Concrete Structures for One-Storey, Grade 40	3,486.07	kg	
903(2)	Formworks and Falseworks (for one-storey building)	175.44	m2	
1000(1)	Soil Poisoning	3.84	Lit	
1046(2)a2	150mm CHB Non-Load Bearing (including Reinforcing Steel)	140.90	m2	
1046(2)a1	100mm CHB Non-Load Bearing (including Reinforcing Steel)	16.32	m2	
1010(1)	Frames (Jambs, Sill, Head, Transoms and Mullions)	6.00	set	
1010(2)a	Hollow Core Flush Door	2.94	m2	
1010(2)b	Wood Panel Door	7.56	m2	
1004(2)a	Lockset	6.00	set	
1004(2)g	Hinges	24.00	set	
1027(1)	Cement Plaster Finish (Includes Moulding)	314.44	m2	
1053(2)a1	38 mm Ø G.I. Pipe Railings, sch. 40	54.80	m	
1003(1)a1	4.5mm Fiber Cement Board on Metal Frame Ceiling	102.40	m2	
1038(1)	Reflective Insulation	207.36	m2	
1032(1)a	Painting Works (Masonry Painting)	314.44	m2	

1032(1)b	Painting Works (Wood Painting, Ceiling)	102.40	m2	
1032(1)c	Painting Works (Metal Painting)	24.39	m2	
1014(1)b1	Prepainted Metal Sheets (Corrugated,Long Span,0.5mm thk)	207.36	m2	
1013(2)a	Fabricated Metal Roofing Accessory (Ridge Roll)	18.00	m	
1013(2)b	Fabricated Metal Roofing Accessory (Gutter)	42.00	m	
1013(2)c	Fabricated Metal Roofing Accessory (Flashing)	32.40	m	
1047(2)a	Structural Steel, Trusses, 2" x 2" x 1/4" Angle Bar	2,444.40	kg	
1047(2)b	Structural Steel Purlins, 2" x 4" x 1.2mm	950.04	kg	
1047(3)a	Bolts	30.24	kg	
1047(3)c	Metal Structure Accessories (Turnbuckle), 16mm	16.00	pc	
1047(4)	Metal Structure Accessories (Crossbracing), 12mm diam Round Bar	85.25	kg	
1047(6)	Metal Structure Accessories (Steel Plates)	544.00	kg	
1047(7)b	Metal Structure Accessories (Sagrods), 10mm diam Round Bar	27.77	kg	
1003(1)e2	Prepainted Metal Panel on Metal Frame	62.70	m2	
1005(1)	Casement Steel Window with 12 x 12 Square Bar Grills	20.86	m2	
1003(9)	Carpentry and Joinery Works	1.00	ls	
1018(1)	Glazed Tiles and Trims	23.20	m2	
1018(2)	Unglazed Tiles	128.00	m2	
1100(19)	Conduit, Boxes, and Fittings	1.00	ls	
1100(18)	Wires and Wiring Devices	1.00	ls	
1102(21)	Power Load Center, Switchgear, and Panel Boards,	1.00	ls	
1103(1)	Lighting Fixtures	1.00	ls	
1208(1)	Fire Alarm System	1.00	ls	
1202(6)a3	Fire Extinguisher, 10 lbs CO2HCFC123 with Bracket	2.00	set	
1001(8)	Sewer Line Works	1.00	ls	
1002(24)	Waterline Works	15.00	pc	
1001(9)	Storm Drainage and Downspout	1.00	ls	
1002(5)	Sanitary/Plumbing Fixtures	1.00	ls	
1001(6)	Catch Basin (Concrete)	10.00	each	
1001 (11)	Septic Vault (Concrete/CHB)	34.65	sq.m	

Section IX. Bidding Forms

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Bid Form

Date:

IAEB¹ N°:

To: MUNICIPALITY OF PILAR

Address: *Pilar, Abra*

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, _____ for _____ the _____ Contract _____;

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, excluding any discounts offered in item (d) below is:

The discounts offered and the methodology for their application are: *No Discount*

(c) Our Bid shall be valid for a period of *120* 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 *30%* 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: *Philippines*

(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

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

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

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

Binding Signature of PROCURING ENTITY

Binding Signature of Contractor

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

Omnibus Sworn Statement

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

AFFIDAVIT

I, (*Name of Rep*), of legal age, *Status, Citizenship*, and residing at (*Address*), after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the sole proprietor of CONTRACTOR with office address at (*Address*)
2. As the owner and sole proprietor of CONTRACTOR I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for (*Project Name*) of the (*Procuring Entity*);
3. CONTRACTOR 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. CONTRACTOR is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. 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;
7. CONTRACTOR complies with existing labor laws and standards; and
8. CONTRACTOR 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 *(Project Name)*.

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

NAME OF BIDDER

Bidder's Representative/Authorized Signatory

Section X. Foreign-Assisted Projects

Notes on Foreign-Assisted Projects

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

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

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

The Procuring Entity shall allow the Bidders sufficient time to study the Bidding Documents, prepare and complete responsive bids, and submit their bids. A period of at least 30 days for bid preparation shall be required.

Notes on the Invitation to Bid

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

- (a) Advertised at least once in a newspaper of general nationwide circulation which has been regularly published for at least two (2) years before the date of issue of the advertisement, subject to Sections 21.2.2 of the IRR of R.A. 9184;
- (b) Posted continuously in the Philippine Government Electronic Procurement System (PhilGEPS) website, the website of the Procuring Entity concerned, if available, and the website prescribed by the foreign government/foreign or international financing institution, if applicable, from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids; and
- (c) Posted at any conspicuous place reserved for this purpose in the premises of the Procuring Entity concerned from the time the Invitation to Bid is advertised until the deadline for the submission and receipt of bids, as certified by the head of the Bids and Awards Committee (BAC) Secretariat of the Procuring Entity concerned.

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

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

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

Notes on the Bid Data Sheet

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

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

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

Notes on the Special Conditions of the Contract

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

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

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

be incorporated.

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

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Invitation to Bid for Foreign-Assisted Projects

[Letterhead of the Procuring Entity]

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

1. The Government of the Philippines (GOP) *[has received/has applied for/intends to apply for]* a *[Loan//Grant]* from the *[state the foreign government/foreign or international financing institution (e.g., Asian Development Bank, Japan International Cooperation Agency, or World Bank)]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[loan//grant]* to payments under the contract for *[insert name/no. of contract]*.
2. The *[insert name of Procuring Entity]* now invites bids for *[insert brief description of Works to be procured]*.² Completion of the Works is required *[insert the required completion date or expected contract duration]*. Bidders should have completed, within _____ (___), a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the IRR of RA 9184 (R.A. 9184), with some amendments, as stated in these bidding documents and is open to all bidders from eligible source countries as defined in the applicable procurement guidelines of the *[state the foreign government/foreign international financing institution concerned]*. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The approved budget for the contract (ABC) is *[insert here the amount of the ABC]*.

[If ADB-funded project, please do not indicate the ABC in this Invitation to Bid.]
4. Interested bidders may obtain further information from *[insert name of the Procuring Entity]* and inspect the Bidding Documents at the address given below from *[insert office hours]*.
5. A complete set of Bidding Documents may be purchased by the interested bidders on *[insert date of availability of Bidding Documents]* from the address below and upon payment of a nonrefundable fee for the bidding documents in the amount *[insert amount in pesos]*.

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

² A brief description of the scope of Works should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

6. The *[insert name of the Procuring Entity]* will hold a Pre-Bid Conference on *[insert time and date]* at *[insert address for Pre-Bid Conference, if applicable]*, which shall be open to all interested parties.

7. Bids must be delivered to the address below on or before *[insert date and time]* at *[insert address for submission and receipt of bids]*. All bids must be accompanied by a bid security in the amount of _____ in *[insert the acceptable form]*.

Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. *[Insert such other necessary information deemed relevant by the Procuring Entity]*

9. The *[insert name of the Procuring Entity]* reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

[Insert name of officer]

[Insert name of office]

[Insert postal address] and/or [Insert street address]

[Insert telephone number, indicate city code]

[Insert contact's email address]

[Insert facsimile number]

[Insert website address, if applicable]

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

Asian Development Bank Bid Data Sheet

ITB Clause	
1.1	<p>The PROCURING ENTITY is <i>[insert name of purchasing organization]</i>.</p> <p>The name of the Contract is <i>[insert the name of the contract]</i>.</p> <p>The identification number of the Contract is <i>[insert identification number of the contract]</i>.</p>
2	<p>The Funding Source is the Asian Development Bank (ADB) through <i>[indicate the Loan/Grant No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is <i>[Insert the name of the project or “Not Applicable”]</i></p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of the Loan Agreement between the PROCURING ENTITY and the Funding Source in accordance with the International or Executive Agreement dated _____ (hereinafter called the "Loan Agreement").</p> <p>The payments will be subject in all respect to the terms and conditions of that Loan Agreement and the applicable law. No party other than the PROCURING ENTITY shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
3.1	<p>ADB’s anticorruption policy requires borrowers (including beneficiaries of ADB-financed activity), as well as bidders, suppliers, and contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, ADB:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the</p>

	<p>actions of a party;</p> <p>(iv) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;</p> <p>(b) will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question;</p> <p>(c) will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the borrower or of a beneficiary of ADB-financing engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to ADB to remedy the situation;</p> <p>(d) will sanction a firm or an individual, at any time, in accordance with ADB’s Anticorruption Policy and Integrity Principles and Guidelines (both as amended from time to time), including declaring ineligible, either indefinitely or for a stated period of time, to participate in ADB-financed or ADB-administered activities or to benefit from an ADB-financed or ADB administered contract, financially or otherwise, if it at any time determines that the firm or individual has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive or other prohibited practices.</p>
5.1	<p>Eligible Bidders are as described in ADB Procurement <i>Guidelines</i> as stated in the Loan Agreement and as described on ADB’s web page www.adb.org</p> <p>An Eligible Bidder shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.</p>
5.2	<p>Eligible Bidders are as described in ADB Procurement <i>Guidelines</i> as stated in the Loan Agreement and as described on ADB’s web page www.adb.org.</p>
5.4	<p>To be considered eligible and qualified a Bidder must have a successful experience as prime contractor in the construction of at least one (1) work of a nature and complexity equivalent to the Works generally in the last five (5) years (to comply with this requirement, single works cited should be at least eighty percent (80%) of value of estimated contract cost of Works under bid), such being verifiable from completion certificates; and have an annual turnover from all works averaged over the last three (3) years equal to one hundred percent (100%) of the estimated value of the contract to be bid.</p> <p>For this purpose, similar contracts shall refer to <i>[insert description of similar</i></p>

	<p><i>contracts].</i></p> <p><i>NOTE: ADB may set forth a different requirement depending on the nature, method, or complexity of the contract to be bid provided said requirement is clearly stated in the Bidding Documents.</i></p>
8.1	Instruction is the same as the GOP Bid Data Sheet
8.2	Instruction is the same as the GOP Bid Data Sheet
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on [State date and time] at [State address of venue].</p> <p><i>NOTE: The pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.</i></p>
10.1	Instruction is the same as the GOP Bid Data Sheet
12.1	<p>The first envelope shall contain the following eligibility and technical documents:</p> <p>a. Eligibility Requirements</p> <ul style="list-style-type: none"> i. Registration Certification of the Company; ii. List of relevant contracts that comply to the experience requirement as specified in Section X BDS Clause 5.4 hereof; iii. Audited financial statement for the past two years; iv. In case of Joint Venture, the JV Agreement, if existing, or a signed statement from the partner companies that they will enter into a JV in case of award of contract; <p>b. Technical Documents</p> <ul style="list-style-type: none"> v. Project Requirements, which shall include the following: <ul style="list-style-type: none"> (v.1) List of contractor’s personnel (viz, project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and (v.2) 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; vi. Bid security as required in the ITB; vii. Sworn statement in accordance with Section 25.2(a)(iv) of the IRR of RA 9184 and using the form prescribed in Section VIII. Bidding

	<p>Forms; and</p> <p>viii. A commitment from a Universal or Commercial Bank to extend a credit line in favor of the bidder if awarded the contract for the project.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>
12.1(a)(i)	<p><i>List any additional acceptable proof of registration mentioned in the ITB Clause or state "No other acceptable proof of registration is recognized. Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder. Such documents shall be translated in English."</i></p>
12.1(a)(iv)	<p>Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project as a pre-condition for award as provided in the Loan Agreement.</p>
13.1	<p>Instruction is the same as the GOP Bid Data Sheet</p>
13.2	<p>There is no ceiling for Financial Proposals.</p>
14.2	<p>Instruction is the same as the GOP Bid Data Sheet</p>
15.4	<p><i>If the contract is less than eighteen (18) months duration, state "No further instructions."</i></p> <p><i>If the contract is of over eighteen (18) months duration, insert the appropriate special condition of contract and state the following: Adjustments are authorized in accordance with the price adjustment provisions specified in the GCC Clause 48.</i></p>
16.1	<p>Instruction is the same as the GOP Bid Data Sheet</p>
17.1	<p>Instruction is the same as the GOP Bid Data Sheet</p>
18.1	<p>Instruction is the same as the GOP Bid Data Sheet</p>
18.2	<p>Instruction is the same as the GOP Bid Data Sheet</p>
20.3	<p>Instruction is the same as the GOP Bid Data Sheet</p>
21	<p>Instruction is the same as the GOP Bid Data Sheet</p>
24.1	<p>Instruction is the same as the GOP Bid Data Sheet</p>
24.2	<p>During bid opening, if the first bid envelope lacks any of the documents listed in the ADB BDS 12.1(a), the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. Only the unopened</p>

	price proposal shall be returned to the Bidder.
27.3(b)	Instruction is the same as the GOP Bid Data Sheet
27.4	There is no ceiling for Financial Proposals.
28.2(a)	Instruction is the same as the GOP Bid Data Sheet
28.2(b)	Instruction is the same as the GOP Bid Data Sheet
28.2(d)	Instruction is the same as the GOP Bid Data Sheet
31.4(g)	Instruction is the same as the GOP Bid Data Sheet
32.2	Instruction is the same as the GOP Bid Data Sheet

Asian Development Bank Special Conditions of Contract

GCC Clause	
1.16	Instruction is the same as the GOP Special Condition of Contract
1.21	Instruction is the same as the GOP Special Condition of Contract
1.22	Instruction is the same as the GOP Special Condition of Contract
1.23	Instruction is the same as the GOP Special Condition of Contract
1.27	Instruction is the same as the GOP Special Condition of Contract
1.30	Instruction is the same as the GOP Special Condition of Contract
2.2	Instruction is the same as the GOP Special Condition of Contract
5.1	Instruction is the same as the GOP Special Condition of Contract
6.5	Instruction is the same as the GOP Special Condition of Contract
7.4(c)	Instruction is the same as the GOP Special Condition of Contract
7.7	The Contractor shall be primarily and solely responsible for the acts, defaults, and negligence of any subcontractor.
8.1	Instruction is the same as the GOP Special Condition of Contract
10	Instruction is the same as the GOP Special Condition of Contract
12.3	In case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security. All payables of the GOP in the Contractor's favor shall be offset to recover the costs.
12.5	Instruction is the same as the GOP Special Condition of Contract
13	Instruction is the same as the GOP Special Condition of Contract
18.3 (h) (i)	In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, corrupt, fraudulent, collusive and coercive practices as defined in ITB Clause 3.1(a)
21.2	Instruction is the same as the GOP Special Condition of Contract

29.1	Instruction is the same as the GOP Special Condition of Contract
31.1	Instruction is the same as the GOP Special Condition of Contract
31.3	Instruction is the same as the GOP Special Condition of Contract
34.3	The Funding Source is the Asian Development Bank.
39.1	Instruction is the same as the GOP Special Condition of Contract
40.1	Materials and equipment delivered on the site but not completely put in place shall be included for payment.
40.3	If the Procuring Entity delays payment, the Contractor shall be paid interest on such payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the annual rate of <i>[insert percentage rate]</i> .
48	<p>The Contract <i>[specify “is” or “is not”]</i> subject to price adjustment and the following information regarding coefficients <i>[specify “does” or “does not”]</i> apply.</p> <p>If bid payment is in more than one currency, the coefficients for adjustment of prices are:</p> <p>For currency <i>[type of currency]</i>:</p> <ul style="list-style-type: none"> (i) <i>[percent]</i> percent non-adjustable element (coefficient A). (ii) <i>[percent]</i> percent adjustable element (coefficient B). <p>For currency <i>[type of currency]</i>:</p> <ul style="list-style-type: none"> (i) <i>[percent]</i> percent non-adjustable element (coefficient A). (ii) <i>[percent]</i> percent adjustable element (coefficient B). <p>The Procuring Entity’s Representative shall adjust the Contract Price if taxes, duties, and other levies are changed within the period between twenty eight (28) days before the submission of Bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 48.</p> <p>If the bid price is wholly in Philippine peso, the above formula on the coefficients for adjustment of prices shall not apply.</p> <p><i>NOTE: Adjustments are authorized in accordance with the price</i></p>

	<i>adjustment provisions specified in the GCC Clause 48 if the contract is of over eighteen (18) months duration.</i>
51.1	Instruction is the same as the GOP Special Condition of Contract
51.2	Instruction is the same as the GOP Special Condition of Contract

World Bank Bid Data Sheet

ITB Clause	
1.1	<p>The PROCURING ENTITY is <i>[insert name of purchasing organization]</i>.</p> <p>The name of the Contract is <i>[insert the name of the contract]</i>.</p> <p>The identification number of the Contract is <i>[insert identification number of the contract]</i>.</p>
2	<p>The Funding Source is World Bank through <i>[indicate the Loan/Grant No.]</i> in the amount of <i>[insert amount of funds]</i>.</p> <p>The name of the Project is <i>[Insert the name of the project]</i></p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of the Loan Agreement No. _____ between the PROCURING ENTITY and the Funding Source in accordance with the International or Executive Agreement dated _____ (hereinafter called the "Loan Agreement").</p> <p>The payments will be subject in all respect to the terms and conditions of that Loan Agreement and the applicable law. No party other than the PROCURING ENTITY shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
3.1	Instruction is the same as GOP Bid Data Sheet
5.1	The Loan/Grant Agreement states in its Procurement NCB Annex that “foreign bidders shall be eligible to bid xxx”. Eligible Bidders are as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits as stated in the Loan Agreement.
5.2	The Loan/Grant Agreement states in its Procurement NCB Annex that “foreign bidders shall be eligible to bid xxx”. Eligible Bidders are as defined in the Guidelines: Procurement under IBRD Loans and IDA Credits as stated in the Loan Agreement.
5.4	To be considered eligible and qualified a Bidder must have a successful experience as prime contractor in the construction of at least one (1) work of a nature and complexity equivalent to the Works generally in the last five (5) years (to comply with this requirement, single works cited should be at least eighty percent (80%) of value of estimated contract cost of Works under bid), such being verifiable from completion certificates; and have an annual turnover from all works averaged over the last three (3) years equal to one hundred percent (100%) of the estimated value of the contract to be

	<p>bid.</p> <p>For this purpose, similar contracts shall refer to <i>[insert description of similar contracts or state "No further instructions"]</i>.</p> <p><i>NOTE: World Bank may set forth a different requirement depending on the nature, method, or complexity of the contract to be bid provided said requirement is clearly stated in the Bidding Documents.</i></p>
8.1	Instruction is the same as GOP Bid Data Sheet
8.2	Instruction is the same as GOP Bid Data Sheet
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on [State date and time] at [State address of venue].</p> <p><i>NOTE: The pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids.</i></p>
10.1	Instruction is the same as GOP Bid Data Sheet
10.3	This clause does not apply to WB funded projects. The BAC is responsible to send any amendments and/or clarifications on the provisions of the bidding documents.
12.1	<p>During Bid opening, if the first bid envelope lacks any of the following documents, the bid shall be declared non-responsive.</p> <p>The first envelope shall contain the following required documents:</p> <ul style="list-style-type: none"> a. Registration Certification of the Company b. List of relevant contracts as specified in ITB Clause 5.4 hereof; c. Audited financial statement for the past two years d. In case of Joint Venture, the JV Agreement, if existing, or a signed Statement from the partner companies that they will enter into a JV in case of award of contract. e. Bid security as required in the ITB; f. Project Requirements, which shall include the following: <ul style="list-style-type: none"> (i) List of contractor's personnel (viz, project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and (ii) 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 g. Sworn statement in accordance with Section 25.2(a)(iv) of the IRR

	<p>of RA 9184 and using the form prescribed in Section VIII. Bidding Forms; and</p> <p><i>h.</i> A commitment from a Universal or Commercial Bank to extend a credit line in favor of the bidder if awarded the contract for the project.</p> <p>Notwithstanding the BAC's declaration of non-responsiveness of the first bid envelope, the financial proposals contained in the second bid envelopes of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders.</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>
12.1(a)(i)	<p><i>List any additional acceptable proof of registration mentioned in the ITB Clause or state "No other acceptable proof of registration is recognized".</i></p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>
12.1(a)(iv)	<p>Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project as a pre-condition for award as provided in the Loan Agreement.</p>
13.1	<p>Instruction is the same as GOP Bid Data Sheet</p>
13.2	<p><i>Select one, delete the other:</i></p> <p>There is no ceiling for Financial Proposals.</p> <p>OR</p> <p>The ABC is [insert amount]. Any bid with a financial component exceeding this amount shall not be accepted.</p> <p><i>NOTE: Subject to prior concurrence by the World Bank, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:</i></p> <p><i>a) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.</i></p> <p><i>b) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of works) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.</i></p>

	<p>c) <i>The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.</i></p> <p>d) <i>The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.</i></p> <p>e) <i>The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.</i></p>
14.2	Instruction is the same as GOP Bid Data Sheet
15.4	Instruction is the same as GOP Bid Data Sheet
16.1	Instruction is the same as GOP Bid Data Sheet
17.1	Instruction is the same as GOP Bid Data Sheet
18.1	Instruction is the same as GOP Bid Data Sheet
18.2	Instruction is the same as GOP Bid Data Sheet
20.3	Instruction is the same as GOP Bid Data Sheet
21	Instruction is the same as GOP Bid Data Sheet
24.1	Instruction is the same as GOP Bid Data Sheet
24.2	During Bid opening, if the first envelope lacks any of the documents listed in World Bank BDS 12.1(a), the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity. The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders.
27.3(b)	Instruction is the same as GOP Bid Data Sheet
27.4	<i>A ceiling may be applied to bid prices provided the conditions in BDS 13.2 above are met</i>
28.2(b)	If the winner is a foreign bidder, the requirement applies to relevant Philippine tax only.
28.2(d)	Instruction is the same as GOP Bid Data Sheet
31.4(g)	Instruction is the same as GOP Bid Data Sheet
32.2	Instruction is the same as GOP Bid Data Sheet

World Bank Special Conditions of Contract

SCC Clause	
1.16	Instruction is the same as the GOP Special Condition of Contract
1.21	Instruction is the same as the GOP Special Condition of Contract
1.22	Instruction is the same as the GOP Special Condition of Contract
1.23	Instruction is the same as the GOP Special Condition of Contract
1.27	Instruction is the same as the GOP Special Condition of Contract
1.30	Instruction is the same as the GOP Special Condition of Contract
2.2	Instruction is the same as the GOP Special Condition of Contract
5.1	Instruction is the same as the GOP Special Condition of Contract
6.5	Instruction is the same as the GOP Special Condition of Contract
7.4(c)	Instruction is the same as the GOP Special Condition of Contract
7.7	Instruction is the same as the GOP Special Condition of Contract
8.1	Instruction is the same as the GOP Special Condition of Contract
10	Instruction is the same as the GOP Special Condition of Contract
12.3	Instruction is the same as the GOP Special Condition of Contract
12.5	Instruction is the same as the GOP Special Condition of Contract
13	Instruction is the same as the GOP Special Condition of Contract
18.3 (h) (i)	Instruction is the same as the GOP Special Condition of Contract
21.2	Instruction is the same as the GOP Special Condition of Contract
29.1	Instruction is the same as the GOP Special Condition of Contract
31.1	Instruction is the same as the GOP Special Condition of Contract
31.3	Instruction is the same as the GOP Special Condition of Contract
34.3	The Funding Source is the World Bank.

39.1	Instruction is the same as the GOP Special Condition of Contract
40.1	Instruction is the same as the GOP Special Condition of Contract
51.1	Instruction is the same as the GOP Special Condition of Contract
51.2	Instruction is the same as the GOP Special Condition of Contract

