

# **PHILIPPINE BIDDING DOCUMENTS**

## **Improvement of Cold Room Including Supply, Delivery and Installation of Additional Cooling System at PhilRice Main Building at PhilRice Central Experiment Station under PB Infra 19-04-13**

**PROCUREMENT MANAGEMENT DIVISION (PMD)  
PHILIPPINE RICE RESEARCH INSTITUTE  
MALIGAYA, SCIENCE CITY OF MUÑOZ, NUEVA ECIIA**

**OCTOBER 2019**



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**Invitation to Bid**  
**for the**  
**Improvement of Cold Room**  
**Including Supply, Delivery and Installation of**  
**Additional Cooling System at PhilRice Main Building**  
**at PhilRice Central Experiment Station**  
**under PB Infra 19-04-13**

1. The **Philippine Rice Research Institute**, through the **Corporate Fund Budget** for **2019** intends to apply the sum of **FOUR MILLION PESOS AND 0/100** only (**PhP 4,000,000.00**) being the Approved Budget for the Contract (ABC) to payments under the contract for the **Improvement of Cold Room Including Supply, Delivery and Installation of Additional Cooling System at PhilRice Main Building** at **PhilRice Central Experiment Station** under **PB Infra 19-04-13**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Philippine Rice Research Institute** now invites contractors with PCAB license of at least **Category C & D/ Small B** for the **Improvement of Cold Room Including Supply, Delivery and Installation of Additional Cooling System at PhilRice Main Building** with the following specifications:

**SCOPE OF WORKS:**

**Floor Area:** 54 sq.m.

**Contract Duration:** 120 CD

**I. Site Works**

- Removal of Existing Door (See Plan for Location),
- Restoration of Door Opening and Seal Existing Hole (See Plan for Location),
- Removal of Existing Sandwich Panel Flooring at Dryer Room,
- Installation of HDPE Foam and HDPE Sheet at New Cold Room,
- Chipping of Existing 30cm X 30cm Vinyl Tiles,
- Repair of Existing Pre-Insulated Wall and Ceiling,
- Cleaning and Floor Preparation and Site Clearing.

**II. Concrete Works**

- 4" thk Slab at New Cold Room

**III. Reinforcing Steel Bar**

- 10mm diam. x 6.0m RSB

**IV. Supply and Installation of Doors**

- Provision of New Sliding Door. (See Plan for Schedule and Location)

**V. Painting Works**

- Repainting of Walls (Interior and Exterior) for Cold Room (2-Rooms)
- Repainting of Ceiling for Cold Room (2-Rooms)

- Flooring Paint for Cold Room (2-Rooms)
- Repainting of Masonry Walls

#### VI. Electrical Works

- Replacement of Lighting Fixture and Switch
- Installation of CCTV Camera System and Biometric System
- Installation of ACU.
- Preventive Maintenance of Cooling System (Cleaning and Observation of Unit with Report and Recommendation
- Relocation of Existing Condenser of Cooling Unit
- Installation of New Cooling System
- Installation of New Digital Temperature and Relative Humidity Control and Monitoring System, Combined with New Sets of Temperature and Relative Humidity Sensors.
- Installation of Emergency Lights
- Installation of Ceiling Mounted Exhaust Fan with Ducting

#### VII. Others

- PPE, Vest, Gloves, Tarpaulin (Warning Signs, Safety Sign, Etc.)
- Supply and Installation of Mechanical File Compactor

Completion of the Works is required within **One Hundred Twenty Calendar Days (120 CD)**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

3. Bidding will be conducted through open competitive bidding using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

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

4. Interested bidders may obtain further information from the **Philippine Rice Research Institute** and inspect the Bidding Documents at the address given below from **8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **31 October-20 November 2019** from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **FOUR THOUSAND PESOS AND 0/100 only (PhP 4,000.00)**.

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

6. The **Philippine Rice Research Institute** will hold a Pre-Bid Conference on **8 November 2019; 2:00PM** at **PhilRice Central Experiment Station, Maligaya, Science City of Muñoz, Nueva Ecija** which shall be open to prospective bidders. For economic reasons, only two (2) representatives from each bidder are allowed to participate in the pre-bid conference.

7. Bids must be duly received by the BAC Secretariat at the **Procurement Management Division, PhilRice Central Experiment Station, Maligaya, Science City of Muñoz, Nueva Ecija** on or before **20 November 2019; 12:00 NN**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18.

Bid opening shall be on **20 November 2019; 2:00 PM** at **PhilRice Central Experiment Station, Maligaya, Science City of Muñoz, Nueva Ecija**. 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. It is likewise requested that only two representatives from each bidder can attend the bid opening.

8. The **Philippine Rice Research Institute** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**Ms. Glenda D. Ravelo**  
BAC Secretariat  
Procurement & Property Management Division  
Science City of Munoz, Nueva Ecija  
Telefax No. (044) 456-0650  
[www.philrice.gov.ph](http://www.philrice.gov.ph)

(Original signed)  
**SOPHIA T. BORJA**  
BAC Chairperson-Civil Works

# Section II. Instructions to Bidders

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## **A. General**

### **1. Scope of Bid**

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

### **2. Source of Funds**

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

### **3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices**

- 3.1. Unless otherwise specified in the **BDS**, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:
  - (a) defines, for purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-

competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
- (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) “obstructive practice” is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
  - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

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

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

#### **4. Conflict of Interest**

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

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

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

## **5. Eligible Bidders**

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

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

- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.
- (b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

For this purpose, contracts similar to the Project shall be those described in the **BDS**.

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

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

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

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

## **6. Bidder's Responsibilities**

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

6.3. The Bidder is responsible for the following:

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

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers’ wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the

complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

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

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

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

- 6.4. 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.
- 6.5. 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.
- 6.6. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

- 6.7. 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.
- 6.8. 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.
- 6.9. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

## **7. Origin of Goods and Services**

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

## **8. Subcontracts**

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

### **B. Contents of Bidding Documents**

## **9. Pre-Bid Conference**

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.  
  
(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or

when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.
- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

## **10. Clarification and Amendment of Bidding Documents**

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

## C. Preparation of Bids

### 11. Language of Bids

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

However, for Contracting Parties to the Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, except for countries<sup>1</sup> identified by the Department of Foreign Affairs (DFA) that will still require legalization (red ribbon) by the relevant Embassy or Consulate.

A Contracting Party refers to a State that has joined the Apostille Convention, GPPB Resolution No. 13-2019, dated 23 May 2019 page 9 of 19 whether or not the Convention has entered into force for that State.

A Competent Authority refers to the authority designated by a Contracting Party that is competent to issue an apostille. A Contracting Party may designate one or more Competent Authorities and may designate Competent Authorities that are competent to issue an apostille for certain categories of public documents. Information about designated Competent Authorities may be found on the Apostille Section of the Hague Conference website under "Competent Authorities".

The English translation shall govern, for purposes of interpretation of the bid.

### 12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;

- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) nature of work;
- (ii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
- (ii.7) total contract value at award;
- (ii.8) date of completion or estimated completion time;
- (ii.9) total contract value at completion, if applicable;
- (ii.10) percentages of planned and actual accomplishments, if applicable; and
- (ii.11) value of outstanding works, if applicable.

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

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

Class "B" Documents

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

(b) Technical Documents –

(i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:

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

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

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

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

(ii.2) List of contractor's personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and

(ii.3) List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the **BDS**; and

(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

### 13. Documents Comprising the Bid: Financial Component

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

(a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and

(b) Any other document related to the financial component of the bid as stated in the **BDS**.

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

## **14. Alternative Bids**

- 14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.
- 14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative bids shall not be accepted.
- 14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one

bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

## **15. Bid Prices**

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

## **16. Bid Currencies**

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

Pesos at the exchange rate as published in the *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

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

## 17. Bid Validity

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

## 18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in an amount stated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	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%)

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

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.
- 18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
    - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
    - (iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

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

## **19. Format and Signing of Bids**

- 19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder

shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## **20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_\_,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
  - (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to the Procuring Entity’s BAC in accordance with **ITB** Clause 20.1;
  - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
  - (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the

misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

## **D. Submission and Opening of Bids**

### **21. Deadline for Submission of Bids**

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

### **22. Late Bids**

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

### **23. Modification and Withdrawal of Bids**

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.
- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the

forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

## **24. Opening and Preliminary Examination of Bids**

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
  - a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

- b) Mayor's/Business permit issued by the local government where the principal place of business of the Bidder is located; and
  - c) Audited Financial Statements showing, among others, the prospective Bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

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

### **26. Clarification of Bids**

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

## **27. Detailed Evaluation and Comparison of Bids**

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. The Lowest Calculated Bid shall be determined in two steps:
  - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
  - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.

- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

## **28. Post Qualification**

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.
- Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.
- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's

capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.

- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## **29. Reservation Clause**

- 29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
  - (b) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or

- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
    - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
    - (ii) If the project is no longer necessary as determined by the HoPE; and
    - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.
- 29.3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
- (a) No bids are received;
  - (b) All prospective Bidders are declared ineligible;
  - (c) All bids fail to comply with all the bid requirements, fail post-qualification; or
  - (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **F. Award of Contract**

### **30. Contract Award**

- 30.1. Subject to **ITB** Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 30.2. Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:

- (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
  - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
- (b) Posting of the performance security in accordance with **ITB** Clause 32;
  - (c) Signing of the contract as provided in **ITB** Clause 31; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

### **31. Signing of the Contract**

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

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

### **32. Performance Security**

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten 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.	Thirty percent (30%)

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

### **33. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the

Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

#### **34. Protest Mechanism**

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

## Section III. Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is the <b>Philippine Rice Research Institute</b>.</p> <p>The name of the Contract is <b>Improvement of Cold Room Including Supply, Delivery and Installation of Additional Cooling System at PhilRice Main Building</b>.</p> <p>The identification number of the Contract is <b>PB Infra 19-04-13</b>.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) <b>Corporate Fund Budget 2019</b> in the amount of <b>FOUR MILLION PESOS AND 0/100 only (PhP 4,000,000.00)</b>.</p> <p>The name of the project is <b>Improvement of Cold Room Including Supply, Delivery and Installation of Additional Cooling System at PhilRice Main Building</b>.</p>
3.1	No further instructions.
5.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
5.4(a)	No further instructions.
5.4(b)	No further instructions.
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 <b>8 November 2019; 2:00PM</b> at <b>PhilRice Central Experiment Station, Maligaya, Science City of Muñoz, Nueva Ecija</b> .
10.1	<p>The Procuring Entity's address is:</p> <p><b>Philippine Rice Research Institute</b>  <b>Maligaya, Science City of Munoz, Nueva Ecija</b></p> <p>The name and designation of the contact person is:</p> <p><b>Ms. Glenda D. Ravelo</b>  <b>Division Head-PMD/BAC Secretariat</b>  <b>Telefax No. (044) 456-0650</b></p>

10.4	No further instructions.																											
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12.1(a)(iii)	No further instructions.																											
12.1(b)(ii.2)	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="1"> <thead> <tr> <th><b><u>Key Personnel</u></b></th> <th><b><u>General Experience</u></b></th> <th><b><u>Relevant Experience</u></b></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Project Management</td> <td>5 years</td> </tr> <tr> <td>Project Engineer</td> <td>General Construction</td> <td>5 years</td> </tr> <tr> <td>Materials Engineer</td> <td>Materials Testing</td> <td>5 years</td> </tr> <tr> <td>Master Plumber</td> <td>Plumbing</td> <td>5 years</td> </tr> <tr> <td>Electrical Engineer</td> <td>Electrical</td> <td>5 years</td> </tr> <tr> <td>In-house Health &amp; Safety Officer</td> <td>Occupational Health and Safety Standard</td> <td>5 years</td> </tr> <tr> <td>Foreman</td> <td>General Construction</td> <td>10 years</td> </tr> </tbody> </table>	<b><u>Key Personnel</u></b>	<b><u>General Experience</u></b>	<b><u>Relevant Experience</u></b>	Project Manager	Project Management	5 years	Project Engineer	General Construction	5 years	Materials Engineer	Materials Testing	5 years	Master Plumber	Plumbing	5 years	Electrical Engineer	Electrical	5 years	In-house Health & Safety Officer	Occupational Health and Safety Standard	5 years	Foreman	General Construction	10 years			
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12.1(b)	<p>Submission of the following additional documents (Technical Component) relevant to the Project is required by the Procuring Entity.</p> <p>1.1.1.1 Affidavit of Site Inspection using the form prescribed in Section IX. Bidding Forms.</p> <p>A Certificate of Site Inspection shall also be issued by the Secretariat only to bidders who have conducted actual site inspection, which shall be attached to the above affidavit.</p> <p>Refer to <b>Checklist of Requirements</b> attached in Section IX. Bidding Forms for the <b>complete list of documents required in proper order</b>.</p>																											
13.1	No additional Requirements.																											
13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> <li>1) Bid prices in the Bill of Quantities;</li> <li>2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals</li> </ol>																											

	<p>used in coming up with the Bid; and</p> <p>3) Cash flow by quarter or payment schedule.</p>
13.2	<p>The ABC is <b>FOUR MILLION PESOS AND 0/100</b> only (<b>PhP 4,000,000.00</b>).</p> <p>Any bid with a financial component exceeding this amount shall not be accepted.</p>
14.2	No further instructions.
15.4	No further instructions.
16.1	The bid prices shall be quoted in <b>Philippine Pesos</b> .
16.3	No further instructions.
17.1	Bids will be valid for a period of <b>120 calendar days</b> from the date of bid opening.
18.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than 2% of the ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. The amount of not less than 5% of the ABC if bid security is in Surety Bond.</li> </ol>
18.2	The bid security shall be valid for a period of <b>120 calendar days</b> from the date of bid opening.
20.1	<p>The Bidder shall submit in <b>ONE ENVELOPE</b> the following envelopes containing the following:</p> <p><b><u>1st Envelope</u></b>, marked "<b>ORIGINAL BID</b>", containing the following with corresponding labels:</p> <ul style="list-style-type: none"> <li>➤ <b>Original – Technical Component.</b> All pages must be signed by the authorized bidder. This shall be put in an envelope with the label "<b>Original – Technical Component</b>".</li> <li>➤ <b>Original – Financial Component.</b> All pages must be signed by the authorized bidder. This shall be put in an envelope with the label "<b>Original – Financial Component</b>".</li> </ul> <p><b><u>2nd Envelope</u></b>, marked "<b>COPY NO. 1</b>", containing the following with corresponding labels:</p>

	<ul style="list-style-type: none"> <li>➤ <b>Copy No. 1 – Technical Component.</b> All pages must be signed by the authorized bidder. This shall be put in an envelope with the label “<b>Copy No. 1 – Technical Component</b>”.</li> <li>➤ <b>Copy No. 1 – Financial Component.</b> All pages must be signed by the authorized bidder. This shall be put in an envelope with the label “<b>Copy No. 1 – Financial Component</b>”.</li> </ul> <p><b>3rd Envelope</b>, marked “<b>COPY NO. 2</b>”, containing the following with corresponding labels:</p> <ul style="list-style-type: none"> <li>➤ <b>Copy No. 2 – Technical Component.</b> All pages must be signed by the authorized bidder. This shall be put in an envelope with the label “<b>Copy No. 2 – Technical Component</b>”.</li> <li>➤ <b>Copy No. 2 – Financial Component.</b> All pages must be signed by the authorized bidder. This shall be put in an envelope with the label “<b>Copy No. 2 – Financial Component</b>”.</li> </ul> <p><i>Note:</i>  <i>The documents submitted in the technical and financial components are to be arranged chronologically and provided with a tab to facilitate assessment of presence or absence of each document required. Documents in each component shall be bound (fastened) or contained in a folder before inserting in the corresponding envelope.</i></p> <p>Labeling/Marking of the envelopes shall be referred to Sec. 20 of the Instructions to Bidders, “<b>Sealing and Marking of Bids</b>”.</p>
20.3	Each Bidder shall submit <b>one (1)</b> original and <b>two (2)</b> copies of the first and second components of its bid.
21	The address for submission of bids is at the <b>Procurement Management Division, PhilRice Central Experiment Station, Maligaya, Science City of Muñoz, Nueva Ecija.</b>  The deadline for submission of bids is on <b>20 November 2019; 12:00 NN.</b>
24.1	The place of bid opening is at <b>PhilRice Central Experiment Station, Maligaya, Science City of Muñoz, Nueva Ecija.</b>  The date and time of bid opening is on <b>20 November 2019; 2:00 PM.</b>
24.2	No further instructions.
24.3	No further instructions.
27.3	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding,

	evaluation, and contract award.
27.4	No further instructions.
28.2	<p>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</p> <p>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</p> <p>The winning bidder shall be responsible in securing licenses and permits relevant to the Projects, which include but not limited to the following:</p> <ol style="list-style-type: none"> <li>1. Building Permit</li> <li>2. Occupancy Permit</li> </ol>
31.4(f)	<p>The following shall be submitted before contract signing:</p> <ol style="list-style-type: none"> <li>1. Construction Safety and Health Program approved by the Department of Labor and Employment</li> <li>2. Construction Schedule and S-Curve</li> <li>3. PERT/CPM</li> <li>4. Manpower Utilization Schedule</li> <li>5. Equipment Utilization Schedule</li> <li>6. Construction Methods or other acceptable tools of project scheduling.</li> </ol>

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

responsibility to undertake the repair of any damage to the Works at his own expense.

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

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

## 2. Interpretation

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

- d) Addenda to the Bidding Documents;
- e) Special Conditions of Contract;
- f) General Conditions of Contract;
- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

### **3. Governing Language and Law**

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

### **4. Communications**

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

### **5. Possession of Site**

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

- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

## **6. The Contractor's Obligations**

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

Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

## **7. Performance Security**

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

they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

## **8. Subcontracting**

- 8.1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause 8.1.
- 8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

## **9. Liquidated Damages**

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

## **10. Site Investigation Reports**

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

## 11. The Procuring Entity, Licenses and Permits

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

## 12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
  - (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
  - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;

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

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

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

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

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

### **13. Liability of the Contractor**

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

### **14. Procuring Entity’s Risk**

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

### **15. Insurance**

- 15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- (a) Contractor’s All Risk Insurance;

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

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

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

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

15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.

15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

- (a) The issuer of the insurance policy to be replaced has:
  - (i) become bankrupt;

- (ii) been placed under receivership or under a management committee;
- (iii) been sued for suspension of payment; or
- (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
- (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

## **16. Termination for Default of Contractor**

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

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

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

## **17. Termination for Default of Procuring Entity**

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

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

## **18. Termination for Other Causes**

- 18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 18.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
  - (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
  - (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment

which the Procuring Entity instructs in the notice is to be used until the completion of the Works;

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

## 19. Procedures for Termination of Contracts

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

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

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

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

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

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

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

In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:

- (i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and
  - (ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
- (e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

## **20. Force Majeure, Release From Performance**

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

(c) any sum to which the Procuring Entity is entitled.

20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

## **21. Resolution of Disputes**

21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the **SCC** within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.

21.3. Any and all disputes arising from the implementation of this Contract covered by the R.A. 9184 and its IRR shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004": *Provided, however, That, disputes that are within the competence of the Construction Industry Arbitration Commission to resolve shall be referred thereto. The process of arbitration shall be incorporated as a provision in this Contract that will be executed pursuant to the provisions of the Act and its IRR: Provided, further, That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.*

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

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

(a) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.

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

## **23. Procuring Entity's Representative's Decisions**

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

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

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

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

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

## **26. Extension of the Intended Completion Date**

- 26.1. The Procuring Entity's Representative shall extend the Intended Completion Date if a Variation is issued which makes it impossible for the Intended Completion Date to be achieved by the Contractor without taking steps to accelerate the remaining work, which would cause the Contractor to incur additional costs. No payment shall be made for any event which may warrant the extension of the Intended Completion Date.

- 26.2. The Procuring Entity's Representative shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Procuring Entity's Representative for a decision thereto after fully submitting all supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

## **27. Right to Vary**

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

## **28. Contractor's Right to Claim**

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

## **29. Dayworks**

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

### **30. Early Warning**

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

### **31. Program of Work**

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

## **32. Management Conferences**

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

## **33. Bill of Quantities**

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

## **34. Instructions, Inspections and Audits**

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

### **35. Identifying Defects**

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

### **36. Cost of Repairs**

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

### **37. Correction of Defects**

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

### **38. Uncorrected Defects**

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

### **39. Advance Payment**

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

### **40. Progress Payments**

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
  - (a) Cumulative value of the work previously certified and paid for.
  - (b) Portion of the advance payment to be recouped for the month.
  - (c) Retention money in accordance with the condition of contract.
  - (d) Amount to cover third party liabilities.
  - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.
- 40.5. Items of the Works for which a price of "0" (zero) has been entered will not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

#### **41. Payment Certificates**

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

#### **42. Retention**

- 42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
- 42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.
- 42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and

acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

- 42.4. On completion of the whole Works, the Contractor may substitute retention money with an “on demand” Bank guarantee in a form acceptable to the Procuring Entity.

### **43. Variation Orders**

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed

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

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

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

#### **44. Contract Completion**

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

Works, Work deficiencies for necessary corrections, and the specific duration/time to fully complete the project considering the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages.

## **45. Suspension of Work**

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

## **46. Payment on Termination**

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

## **47. Extension of Contract Time**

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

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

#### **48. Price Adjustment**

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

#### **49. Completion**

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

## **50. Taking Over**

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

## **51. Operating and Maintenance Manuals**

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

## Section V. Special Conditions of Contract

GCC Clause	
1.17	The <b>Intended Completion Date</b> is <b>One Hundred Twenty Calendar Days (120 CD)</b> .
1.22	The <b>Procuring Entity</b> is the <b>Philippine Rice Research Institute, Maligaya, Science City of Muñoz, Nueva Ecija</b> .
1.23	The Procuring Entity's Representative is <b>Dr. Jonathan M. Niones and Ar. Renato B. Bajit, Physical Plant Division Head</b> or his authorized representative.
1.24	The <b>Site</b> is located at <b>PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija</b> and is defined in the attached plan.
1.28	The <b>Start Date</b> is <b>seven (7) calendar days upon receipt of the Notice to Proceed</b> .
1.31	The <b>Works</b> consist of <b>Improvement of Cold Room Including Supply, Delivery and Installation of Additional Cooling System at PhilRice Main Building</b> .
2.2	No further instructions.
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor <b>immediately upon receipt of the Notice to Proceed</b> .
6.5	The Contractor shall employ the following <b>Key Personnel</b> : <b>(Please refer to Section III. Bid Data Sheet, Clause 12.1(b) (ii.2))</b>  <i>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</i>
7.4(c)	No further instructions.
7.7	No further instructions.
8.1	No further instructions.
10	None.
12.3	No further instructions.
12.5	<i>Select one, delete the other.</i>  <i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>

	<p><i>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</i></p> <p><i>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</i></p>
13	<i>If the Contractor is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i>
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: <b>Construction Industry Arbitration Commission.</b>
29.1	No daywork rates are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <b>seven (7)</b> days of delivery of the Notice of Award.
31.3	<p>The period between Program of Work updates is <b>six (6)</b> days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <b>1% of the amount of progress billing.</b></p>
34.3	The Funding Source is the <b>Government of the Philippines.</b>
39.1	The amount of the advance payment is <b>15% of the total contract price.</b>
40.1	No further instructions.
51.1	<p>The date by which operating and maintenance manuals are required is <b>upon project completion.</b></p> <p>The date by which “as built” drawings are required is <b>upon project completion.</b></p>
51.2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <b>PhP 15,000.00.</b></p> <p>A <b>Close-Out Report</b> is required upon completion which includes the following:</p> <p><b>As-Built Plans</b> (3 copies A3-print and CD for AutoCAD file);  <b>Materials Book</b> (including all Materials Sample Approval forms);  <b>Manuals/ Warranty Certificates</b> for equipment/ appliances (if applicable);  <b>Pictures of Work Progress</b> (in print and in CD for electronic copy)  Refer to Section VI for complete details of the Close-Out Report.</p>

# Section VI. Specifications

## I. GENERAL REQUIREMENTS

### A. SUMMARY OF WORKS

1. **General** - All provisions of the “General Conditions of Contract” shall form part of this section. All general requirements contained in the Bidding Documents and other Contract Documents shall likewise apply.
2. **Scope** - The work includes the furnishing of all materials, labor, tools and equipment and the performance of all operations necessary for the **Improvement of Cold Room Including Supply, Delivery and Installation of Additional Cooling System at PhilRice Main Building** all in accordance with the Plans and Specifications, and subject to the terms and conditions of the Contract Documents.
3. **Location** - The proposed work is located at the **PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija.**

### B. COORDINATION

#### Supervision

1. The contractor must employ only **competent and efficient key personnel** experienced in their specialization.
  1. Submission of the **complete list of ALL personnel/laborers** employed is **required** before commencement of Works.
  2. All personnel/laborers shall wear **proper uniform and IDs** when entering and when within PhilRice Campus.
2. **Construction Safety and Health/Safety Management**

The contractor shall put up and continuously maintain **adequate safety measures** that shall prevent undue loss, damages and injury on workers, or loss of properties.

The contractor shall, at his own expense, furnish his workers with protective equipment for eyes, face, hands and feet, lifeline, safety belt/harness, protective shields and barriers whenever necessary by reason of the hazardous work process or environment, chemical or radiological or other mechanical irritants of hazards capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical agent.

### C. REGULATORY AND OTHER REQUIREMENTS

#### 1. Other Requirements

All requirements described in detail in the General Requirements shall be provided and shall be the sole responsibility of the Contractor in the execution of the work. These are, among others:

1. Permits and Fees
2. Materials Testing
3. Project/Technical Meetings and Conferences

The Contractor and others working under his jurisdiction shall perform work in compliance with the rules and regulations and ordinances of any kind required by the governmental authority or other agency having jurisdiction over his work.

He shall also comply with the Integrated Management System (IMS) Policy of PhilRice.

#### **D. PROJECT/TECHNICAL MEETINGS**

##### **1. Pre-Construction Conferences**

A pre-construction meeting between the Implementing Office, end user, project engineer and other representatives designated by PhilRice, and the Contractor shall be held at the site prior to the commencement of Works.

This meeting shall be for the purpose of:

- a. resolving current problems;
- b. further orienting the Contractor to the requirements of the Drawings and Specifications;
- c. informing the Contractor of the Implementing Office's responsibility to PhilRice for the supervision; and
- d. working out with the Contractor a general schedule of supervision.

##### **2. Progress Meetings**

The Contractor shall meet with the Implementing Office weekly or as required to verify the progress of the work.

#### **E. SUBMITTALS**

##### **1. Construction Schedules**

The Contractor shall contact the Implementing Office before covering up any work so that proper inspection may be made.

##### **2. Network Analysis Schedules**

The Contractor shall prepare a PERT-CPM Construction Schedule to indicate the following:

- a. All activities necessary to complete the project;
- b. Monthly value of each activity.

### 3. Shop Drawings, Product Data and Samples

The Contractor shall review, stamp with his approval, and submit shop drawings and submittals for approval of the Implementing Office for conformance of the design concept and information given in the Contract Documents. **The work shall be in accordance with the Drawings and Specifications.**

Where specified or required, the Contractor shall submit samples to the *end user/project engineer with the bill of materials as reference*, together with specification material, affidavits and other documentation as may be required by the *PhilRice*. **It is the Contractor's specific responsibility to ascertain that the samples submitted have been checked and approved.** The cost of the samples together with the transportation, delivery and any other costs shall be borne by the Contractor.

Where samples are specifically required to be submitted for approval, **no work involving the samples/materials shall proceed until written approval has been obtained.**

### 4. Close-Out Report

Upon completion of the Works the Contractor shall furnish PhilRice the required **Close-Out Report** as indicated in SCC Clause 51.2 which shall be a **prerequisite for the processing of the final payment.**

The Close-Out Report shall include, but not limited to, the following:

- a. "AS-BUILT" Plans - three (3) copies in print (A3-size), and CD for AutoCAD file;

The "AS-BUILT" Plans shall reflect **all pertinent information, complete in all aspects of the actual installation, and all new information not originally shown in the contract drawings.**

- b. Materials Book containing Materials Sample Approval forms, and list of all materials used, with corresponding pictures and description;
- c. All Operating and Maintenance Manuals and Warranty Certificates for equipment/appliances, if applicable;
- d. Pictures of Work Progress (in print and in CD for electronic copy);
- e. Other compiled pertinent documents such as notices issued by PhilRice or requests forwarded by the Contractor, etc.

**The Contractor shall produce and submit the required Close-Out Report, at his own expense, for approval of the institute.**

## **F. CLEANING**

### **Demobilization and Clean-Up**

The Contractor shall be responsible for the **general cleaning and demobilization of all tools, surplus materials and equipment** used in the execution of the work.

## **II. SITEWORK**

### **A. SITE PREPARATION**

#### **a. General**

- a. **Scope** - This section includes labor, materials, equipment, plant and other facilities and the satisfactory performance of all work necessary to complete clearing, grubbing, stripping, and all other site preparation works.

#### **b. Protection**

- **Workmen:** Provide adequate measures to protect workmen and public in the site.
- **Surrounding Area:** Protect existing buildings and other structures from damage, and repair damage caused by this work at no additional cost to PhilRice.
- **Utility Lines:** Existing utility lines indicated or locations of which are made known to the Contractor prior to excavation, and that which are indicated to be retained, as well as utility lines constructed during excavation operations, shall be protected from damage during excavating and backfilling, and if damaged, shall be repaired at no extra cost. Site survey shall be conducted by the Contractor to acquaint with existing utility lines. Proper measures shall be taken and immediate information forwarded to the Implementing Office when utility lines are encountered within the area of operation.

Where utility lines are encountered within the area of operations, the Contractor shall notify the Implementing Office in ample time for the necessary measures to be taken interruption of the service.

- **Survey and Grades:** The drawings indicate layout of grounds and building and existing and final site grades. Contractor shall be responsible for laying out site and buildings and setting stakes in complete conformity with the drawings.

- **Disposal of Cleared Materials:** Dismantled materials and other refuse resulting from the clearing operations shall be disposed of by removing from the site at the Contractor's expense. Materials shall be disposed outside the limits of the project site.

### III. CONCRETE AND REINFORCED CONCRETE

#### A. GENERAL

Unless otherwise specified herein, concrete works shall conform to the requirements of the ACI Building Code. Full cooperation shall be given other trades to install embedded items. Provisions shall be made for setting items not placed in the forms. Before concrete is placed, embedded items shall have been inspected and tested for concrete aggregates and other materials shall have been done.

#### B. MATERIALS

1. Cement for the concrete shall conform to the requirements of specifications for Portland Cement (ASTM C-150) (Union, Republic, Pacific Cement only).
2. Water used in mixing concrete shall be clean and free from other injurious amounts of oils, acids, alkaline, organic materials or other substances that may be deleterious to concrete or steel.
3. **Fine Aggregates/Sand shall consist of hard, tough, durable, uncoated,** and clean particles, or S-1. The shape of the particles shall be generally rounded or cubicle and reasonably free from flat or elongated particles. The stipulated percentages of fines in the sand shall be obtained either by the processing of natural sand or by the production of a suitably graded manufactured sand. Signs of more than 10% soil content for every delivery shall be rejected.
4. Coarse Aggregates shall consist of WASHED AGGREGATES. Coarse aggregates shall consist of hard, tough, durable, clean particles. The size of coarse aggregates to be used in the various parts of the work shall be ¾" for all concreting work.
5. Gravel base for footings, footing tie beams, shall be compacted and could be bigger (1" and above) in size.

Gravel bedding shall be 0.05 m. thick, and 1" in size.

#### C. PROPORTIONING AND MIXING

1. **Proportions** of all materials entering into the concrete shall be as follows:

Mix	Cement	Sand	Gravel
Class AA	1	2	3

Class A	1	2	4
Class B	1	2 - 1/2	5
Class C	1	3	6

2. **Class of Concrete** – unless otherwise specified/indicated in the plans, concrete mix shall be Class A, and shall have a 28-day strength of 3000 psi, for all concrete work (with “fly ash” additive).
3. **Mixing** – concrete shall be machine mixed. Mixing shall begin within 30 minutes after the cement has been added to the aggregates. In the absence of a concrete mixer, manual mixing is allowed, provided sampling shall be done 3 days before pouring (to attain good result).
4. **Slump Test & Cylinder Samples.** Slump test shall be conducted before pouring of mixed concrete. Use standard slump mold, taken in 3 layers, rodded separately by a 6 mm rod 25 times. Slump should be within 15 cm (max) and 7.5 cm (min). Concrete samples in cylinders shall be taken for every batch of concrete mix (footing, columns, beams, and slabs) taken in three (3) samples each. Sampling shall be taken by trained engineers and subsequently cured and dried properly (in a moist atmosphere at not more than 21° C to attain accurate results). Test should be done at 7 and 28 day-period.

#### D. FORMS

1. **General** – Forms shall be used wherever necessary to confine the concrete and shape it to the required lines, or to prevent the concrete of contamination with materials caving from the adjacent, excavated surfaces. Forms shall have sufficient strength to withstand the pressure resulting from placement of the concrete, and shall be maintained rigidly in correct position. Forms shall be sufficiently tight to prevent loss of mortar from the concrete. Nine (9) mm form grade plywood is recommended for all forming works to prevent defects during concrete pouring.
2. **Cleaning and Oiling of Forms.** Before placing the concrete, the contact surfaces of the form shall be cleansed from encrustations of mortar, the grout of other foreign materials, and shall be coated with a commercial form of oil that will effectively prevent sticking and will not stain the concrete surfaces.
3. **Removal of Forms.** Forms shall be removed in a manner, which will prevent damage to the concrete. Forms shall not be removed without approval from the Owner. Any repair to the surface imperfections shall be performed at once and airing shall be started as soon as the surface is sufficiently hard to prevent further damage.

#### E. PLACING REINFORCEMENT

Steel reinforcement shall be provided as indicated, together with all necessary wire ties, chairs, spacers, supported and other devices necessary to install and secure the reinforcement properly. All reinforcement, when placed, shall be free from loose,

flaky rust and scale, oil, grease, clay, and other coating and foreign substances that would reduce or destroy its bond with concrete.

As a rule, all concrete hollow blocks partitions/walls shall be reinforced with a minimum size of 10 mm deformed bars spaced at 600 mm on center both ways. All reinforcement shall be placed accurately and secured in place by use of metal or concrete supports, spacers, and ties. Such supports shall be of sufficient strength to maintain the operation, or contribute in any way, to the discoloration or deterioration of the concrete. All structural steel support shall conform to the approved plans. Design shown in the bid bulletins shall prevail over those of the previously issued original plans.

## **F. CONVEYING AND PLACING CONCRETE**

- 1. Conveying Concrete.** Concrete shall be conveyed from mixer to forms as rapidly as practicable by methods, which will prevent segregation, or loss of ingredients. There will be no vertical drop greater than 1.5 meters except where suitable equipment is provided to prevent segregation and where specifically authorized.
- 2. Placing.** Placing concrete shall be worked readily into the corners and angles of the forms and around all reinforcement and embedded items without permitting the material to segregate. Concrete shall be deposited as close as possible to its final position in the forms so that flow within the mass does not exceed two (2) meters and consequent segregation is reduced to a minimum near forms or embedded items, or elsewhere as directed. The discharge shall be so controlled that the concrete may be effectively compacted into horizontal layers not exceeding 30 centimeters in depth within the maximum lateral movement specified.
- 3. Time Interval Between Mixing and Placing.** Concrete shall be placed before initial set has occurred and before it has contained its water content for more than 45 minutes.
- 4. Consolidation of Concrete.** Concrete shall be consolidated with the aid of mechanical vibrating equipment and supplemented by hand spading and tamping. Vibrators shall not be inserted into lower course that have commenced initial set; and reinforcement embedded in concrete beginning to set or already set shall not be disturbed by vibrators. Consolidation around major embedded parts shall be by hand spading, and tamping, and vibrators shall not be used.
- 5. Placing Concrete. Through Reinforcement.** In placing concrete through reinforcement, care shall be taken that no segregation of the coarse aggregate occurs. On the bottom of beams and slabs, where the congestion of steel near the form makes placing difficult, a layer of mortar of the same cement-sand ratios as used in concrete shall be first deposited to cover the surface.
- 6.** During the pouring of concrete, the Owner's Representatives shall be present.

## **G. CURING**

1. **General.** All concrete shall be moist cured for a period not less than 7 consecutive days by an approved method or combination applicable to local conditions.
2. **Moist curing.** The surface of the concrete shall be kept continuously wet by covering with burlap, plastic, or other approved materials thoroughly saturated with water and covering wet spraying or intermittent hosing.

**H. FINISHING**

1. Concrete surfaces shall be plastered unless otherwise indicated. Exposed concrete surfaces shall be formed with plywood, and after removal of forms, the surfaces shall be smooth, true to line, and shall produce correct appearance except for minor defects which can be easily corrected.
2. **Concrete Slabs on Fill.** Concrete slabs on fill shall be laid on a prepared foundation consisting of sub grade and granular fill with thickness equal to the thickness of overlaying slab except as otherwise indicated.

**I.**

**J. POURING PERMIT REQUIRED**

All concrete pouring shall be approved by the project engineer/Implementing Office. The Contractor must accomplish the prescribed form indicating the details of the pouring, date, time, duration, list of manpower, engineer-in-charge, psi requirement, quantity and position of rebars, etc. Pouring permit must be approved by the Project Engineer before any pouring activity is made. No permit, no pouring.

**IV. STEEL/STEEL WORKS & REINFORCEMENTS**

1. **Markings.** Reinforcing steel bars to be used for PhilRice Projects shall bear the distinctive markings identifying the manufacturer by their initials, bar size number, including the type of steel such as:

N	= for Billet
A	= for Axial
R	= for rail steel

2. **Reinforcing Bars** shall conform to the requirements of the ASTM standard specifications for Billet Steel Bars for concrete reinforcement (A15-625) and to specifications for minimum requirements for the deformed steel bars for concrete reinforcement (A 305-56).

All secondary ties such, as stirrups, spirals and inserts may be plain bars. The main reinforcing bars shall be as follows:

No. 3 (3/8") 10mm	(275 MPa) 40,000 psi min. yield strength
No. 4 (1/2") 12mm	(275 MPa) 40,000 psi min. yield strength
No. 5 (5/8") 16mm	(414 MPa) 60,000 psi min. yield strength

No. 6 (3/8") 20mm	- do -
No. 7 (7/8") 22mm	- do -
No. 8 (1") 25mm	- do -

**3. Bar Spacing.** The ACI Code on bar spacing specifically provides that:

- a. The minimum clear distances between the adjacent steel bars shall not be less than the normal diameter of the bars or 25 mm for column. This requirement was increased to 1-1/2 bar diameter or 4 centimeters.
- b. Where beam reinforcements are placed in 2 or more layers, the clear distance between layers must not be less than 25 mm or 1 inch and the bars in the upper layer should be placed directly above those in the bottom layers.
- c. In walls and slabs, other than the concrete joist construction, the principal reinforcement shall be spaced not farther apart than three times the wall or slab thickness, nor more than 45 cm.
- d. The clear spacing between spirals shall not exceed 7.5 centimeters or less than 25 cm having a minimum diameter of 10 mm. Spiral splices shall be 48 bar diameter minimum but not less than 30 centimeters or welded. Lateral ties shall be at least 10 mm spaced not to exceed 16 times the longitudinal bar diameter or 48 ties bar diameter or the least dimension of the column.
- e. Shrinkage and temperature reinforcement shall not be placed farther apart than 5 times the slab thickness nor more than 45 cm.

**4. Minimum Covering of Bars**

- a. For concrete slabs permanently in contact with the earth: maximum of 80mm; minimum of 75mm.
- b. Exposed to earth or weather: maximum of 50mm, minimum of 40mm.
- c. Not exposed to weather nor in contact with the ground:

Slab, walls, and joists – maximum 40mm, minimum 20mm;  
Beams, girders, and columns – minimum 40mm.

**5. Number of Reinforcements**

Refer to the structural schedule of reinforcements, schedule of beams, footings, columns, and slabs.

As a rule, the ground floor concrete slab shall be reinforced with 10 mm - deformed bars spaced at 450 mm on center both ways. It shall be connected to the walls with 10 mm dowels spaced at 600 mm on center.

## **6. Materials Testing**

All structural steel reinforcement shall be taken every batch of delivery and shall be subject to tensile strength by Government Testing Laboratories or from private testing laboratories (Geotechniks, etc.) accredited by the DPWH.

Steel bars must pass the standard test before any steel works shall be commenced. All billings submitted by the Contractor for all civil works must be accompanied by a certificate of laboratory test for all structural steel, with passing mark.

## **V. METAL WORKS**

### **A. SCOPE of WORK**

The work consists of furnishing of all materials and labor, tools and equipment, and all necessary services to complete all structural steel works for the footings and columns, roof framings, structural web beams, and other reinforcements.

### **B. MATERIALS and WORKMANSHIP**

1. Certified mill test reports or certified reports of tests made by the fabricators in accordance with ASTM A6 and the governing specifications shall constitute sufficient evidence of conformity with ASTM specifications. Additionally, the fabricator shall, if requested, provide as affidavit stating that the structural steel furnished meets the requirements of the grade specified.
2. Unidentified steel, if free from surface imperfections, may be used for parts of minor importance, or for unimportant details, where the precise physical properties of the steel and its weld ability would not affect the strength of the structure.
3. Other Metals. Galvanized Iron treated pipes shall conform to standard specifications and shall bear the manufacturer's mill test report.
4. Filler Metal for Welding. Welding electrodes for manual shielded metal arch welding shall conform to the Specification for Mild Steel Covered Arc Welding Electrodes, AWS A5.1, latest edition, or the Specification for Low-Alloy Steel Covered Arc-Welding Electrodes, AWS A5.5, latest edition. Bare electrodes and granular flux used in the submerged-arc process shall conform to F60 or F70 AWS-flux classifications of the Specification for Bars Mild Steel Electrodes and Fluxes for Submerged Arc Welding, AWS A5.17, latest edition.
5. All materials shall conform to the requirement in terms of size, mill test reports and quality test certificate issued by "Geotechniks" and other material testing laboratories accredited by the Bureau of Standards and the DPWH. Only certified welders shall perform all welding works. A certified welder's certificate shall be presented to the Owner's Representative for approval before welding works shall commence.

6. All metal and steel supplies shall be stored in elevated platforms, and covered to protect the material from rain and other materials/liquids, which may cause rust and corrosion.
7. All metal parts shall be properly cleaned and rough welding marks must be removed by grinding to remove rough and uneven surfaces. Primer painting shall follow using epoxy paint.

## **VI. CARPENTRY**

### **A. ROUGH CARPENTRY**

#### **1. General**

- a. **Scope** - This section includes all labor, materials and equipment and satisfactory performance of all operations necessary to complete rough carpentry, bracing and framing works as indicated in drawings and these specifications.

Include in the work, plates, straps, joints, hangers, rods, dowels, rough hardware, fasteners and other miscellaneous iron and steel items pertinent to rough carpentry work.

- b. **Storage and Protection** - Stack framing lumber and plywood to ensure against deformation and maintain proper ventilation. Protect lumber and plywood from dampness and other elements. Lumber in contact with concrete or masonry shall be coated with approved preservative.

- c. **General Requirements**

- **Quality of Lumber:** Use lumber of best grade available for the respective kinds for various parts of work. Lumber must be well-seasoned, thoroughly dry and free from loose or unsound knots, cups, shakes and other imperfections.
- **Substitution of Lumber:** Written approval from the Implementing Office is required in substituting the kind of lumber specified on plans. **Substitution made without prior approval will be rejected, removed and changed at the Contractor's expense.**

#### **2. Products**

- a. **Lumber** - Use as specified on plans/drawings.

- b. **Fasteners**

- **Nails** - Use locally manufactured common wire nails, smooth shank and zinc-coated.

- **Screws** - Use the best available commercial quality, brass or chromium plated.
- **Metal Anchors** - Use as indicated in the plans.

### 3. Execution

**Installation** - Framing shall be cut square on bearings, closely fitted accurately set to required lines and levels and rigidly secured in place.

## B. FINISHING CARPENTRY

### 1. General

a. **Scope** - This section includes all labor, materials, equipment and satisfactory performance of all operations necessary to complete all finishing carpentry and millwork indicated on plans and specifications.

#### b. General Requirements

- **Delivery and Storage:** Deliver materials to site in undamaged condition. Stack lumber and millwork to ensure proper ventilation and drainage. Protect materials against dampness during and after delivery. Store under cover in well-ventilated enclosure, not exposed to extreme changes of temperature and humidity. Do not store finished lumber and millwork in buildings until concrete, masonry and plaster are dry.
- **Sizes and Pattern:** Work lumber to patten or shapes indicated. Shaped material shall conform to the standard patterns indicated in current grading rules for the species. Coordinate work with all other related trades.

### 2. Products

Lumber, plywood/plyboard used shall be **as indicated in the plans/drawings.**

### 3. Execution

a. **Workmanship:** All wood finish and millwork panel door shall be true to details, clean and sharply defined. Panels must be set to allow for free movement in case of swelling and shrinkage. Means of fastening various parts together shall be concealed.

#### b. Finish:

Mill, fabricate and erect interior finish as indicated on the drawings. Machine-sand at the mill and hand-sand smooth at the job site.

Interior trim set against concrete, masonry or wood shall be separated with six (6) millimeters (1/4 inch) stone cut joints.

Intersecting plywood veneers or plywood panels shall be finished with a corner trim of wood with same species and finish as the plywood.

Make joints tight and in a manner to conceal shrinkage. Secure trim with fine finishing nails, screws or glue where required.

Set nails for putty stopping.

Window and door trim shall be single length.

Miter mouldings at corners, cope at angles.

- c. **Wood Door Jambs and Heads:** Set door frames plumb and level and brace until built-in.

Anchor wood frames to masonry with approved metal anchors on each side of the jamb. Place top and bottom anchors 20 centimeters (8 inches) from head to floor.

- d. **Hardware Installation:** Accurately fit and install all finished hardware items required. If surface-applied hardware is fitted and applied before painting, remove all such item, except burrs, and re-install after painting is complete.

## VII. DOORS AND WINDOWS

### A. GENERAL

1. **Scope** - This section includes all labor, materials, equipment and the performance of all operations necessary to complete fabrication and installation of all doors and windows as indicated on drawings and specifications.
2. **Submittals**
  - a. **Shop Drawings:** Before placing orders and start of fabrication and when called for by the Implementing Office, the Contractor shall submit to the Implementing Office for approval, shop drawings of all wooden doors and windows including details of section and hardware.
  - b. **Cuts and Samples:** Furnish for approval, cuts, descriptive material and samples showing each type of door and window included. Show sizes, thickness, construction, methods of assembly, sticking and all other necessary information.

### 3. General Requirements

- a. **Storage and Protection:** Protect doors, windows and frames against damage and dampness. Store them under cover in a well-ventilated place where they will not be exposed to extreme changes in temperature and humidity. Do not store doors, windows and frames in any place under construction until concrete, masonry work and plaster are dry. Adequately protect doors from scratches and other stains with heavy building paper.
- b. **Designs, Sizes, and Thickness:** Use door and window designs, sizes and thickness as indicated or scheduled. Wood doors shall have an overall thickness of 50 mm unless otherwise specified by the Implementing Office.

### B. PRODUCTS

Refer to the **Schedule of Doors and Windows** for materials to be used.

### C. HARDWARE

#### 1. General

- a. **Scope** – This section includes all materials, labor, equipment and performance of all operations necessary to complete furnish and installation of all building hardware required to:
  - ensure rigidity of joints/connections of the different parts of the structure; and
  - equip in a satisfactory operating condition parts of the structure such as doors, windows, cabinets, lockers and other similar operating parts as indicated in the plans/drawings
- b. **Submittals** – The Contractor shall submit all necessary information to the Implementing Office prior to placing of order.
  - **Manufacturer** Data such as catalog for every hardware item to be furnished, showing all finishes, sizes, catalog numbers and pictures, with all abbreviations fully explained shall be submitted as general information and reference.
  - **Hardware Templates** for fabricated doors and windows shall be furnished to each fabricator to confirm that adequate provision will be done for proper installation of the hardware.
  - **Operation and Maintenance Data** shall be provided and submitted to PhilRice showing all the hardware component part lists and maintenance instructions for each type supplied including the necessary wrenches of tools required.

- c. **Packaging and Marking** – Each article shall be individually packaged in the manufacturer’s commercial carton/container properly marked or labeled so as to be readily identified and delivered to the project site in the original manufacturer’s container/package. All hardware shall be provided with fasteners necessary for the installation packed in the same container with the hardware.
- d. **Storage and Protection** – Hardware shall be properly stored in a dry and secured place. It shall be protected from damage at all times prior to and after installation.

## 2. Products

### a. Materials

- **Rough Hardware:** All rough hardware such as nails, expansion bolts, lag screws and other related fasteners required for carpentry work shall be first class quality and locally available.
- b. **Finishing Hardware:** All finishing hardware consisting of locksets, latches, bolts, and other devices, hinges and other similar hardware shall be first class quality available locally and conforming with the following specifications.
  - **Cylindrical Lockset:** Door locks appropriate for particular functions shall be of durable construction, preferably the product of single reputable manufacturer for consistent quality and master keying. Cylindrical lockset for swing wood door shall of sturdy construction and knob design. The cylindrical case shall be made of steel, zinc-coated and dichromate dip.

The knobs, latch, strike and pin tumbler assembly shall be cast brass or bronze. The spring and spindle shall be steel, zinc-coated. The pins and the key, shall be nickel-silver. The latch, with a minimum throw of 16mm, shall be retracted by knob from either side except when the outside knob is locked by key in the outside knob or by the turn/push button on the inside knob.

- **Hinge:** Unless otherwise indicated in the plans/drawings, hinge shall be brass coated wrought iron steel for interior doors and wrought bronze for exterior doors with non-rising loose steel pins with button tips and mounting screws of the same materials.

## 3. Execution

### a. Installation

All hardware shall be installed in a neat workmanship manner following the manufacturer’s instructions manual to fit details as indicated in the plans.

Except as indicated or specified otherwise, fasteners furnished with the hardware shall be used to fasten hardware in place.

After installation works are completed the hardware shall be protected from paints, stains, blemishes and other damage until the work are properly turned over and accepted.

All hardware shall be properly checked and adjusted in the presence of the Implementing Office representative/Project Supervisor and all hinges, locks, catches, bolts, pulls, closers and other miscellaneous items shall properly operate.

After hardware are properly checked and adjusted, keys shall be properly identified with **key tags** and **turned over to the Implementing Office**.

- b. **Keying** – Locks shall be keyed in sets and subsets. Furnish a total of four (4) keys for each set.

## **VIII. ROOFING AND TINSMITHRY WORKS**

### **A. MATERIALS**

0.50mm thk. Pre-painted Long Span Rib Type Roofing and 0.50mm thk. Pre-insulated Rib type, long span, pre-painted roofing

### **B. INSTALLATION WORKMANSHIP**

- 1. **Sheathing.** Roofing sheets shall be connected to the steel purlins by using self-tapping roof metal screws or “Tek screws”. Spacing of roof screws shall be for every corrugation of the roof. Installation of roof metal screws shall be mechanized, using power drill, or as recommended by the roofing manufacturer. Seal all other punctures w/ “VulcaSeal” and Sealant retouch with roof retouching paint.
- 2. **Flashings and Fascia.** Shall be prefabricated fascia as per design in the drawings. It shall be installed at the edge of the roofing.

## **IX. METAL WORKS**

### **A. SCOPE of WORK**

The work consists of furnishing of all materials and labor, tools and equipment, and all necessary services to complete all structural steel works for the footings and columns, roof framings, structural web beams, and other reinforcements.

### **B. MATERIALS and WORKMANSHIP**

- 1. Certified mill test reports or certified reports of tests made by the fabricators in accordance with ASTM A6 and the governing specifications shall constitute

sufficient evidence of conformity with ASTM specifications. Additionally, the fabricator shall, if requested, provide an affidavit stating that the structural steel furnished meets the requirements of the grade specified.

2. Unidentified steel, if free from surface imperfections, may be used for parts of minor importance, or for unimportant details, where the precise physical properties of the steel and its weld ability would not affect the strength of the structure.
3. Other Metals. Galvanized Iron treated pipes shall conform to standard specifications and shall bear the manufacturer's mill test report.
4. Filler Metal for Welding. Welding electrodes for manual shielded metal arc welding shall conform to the Specification for Mild Steel Covered Arc Welding Electrodes, AWS A5.1, latest edition, or the Specification for Low-Alloy Steel Covered Arc-Welding Electrodes, AWS A5.5, latest edition. Bare electrodes and granular flux used in the submerged-arc process shall conform to F60 or F70 AWS-flux classifications of the Specification for Bars Mild steel Electrodes and Fluxes for Submerged Arc Welding, AWS A5.17, latest edition.
5. All materials shall conform to the requirement in terms of size, mill test reports and quality test certificate issued by "Geotechniks" and other material testing laboratories accredited by the Bureau of Standards and the DPWH. Only certified welders shall perform all welding works. A certified welder's certificate shall be presented to the Owner's Representative for approval before welding works shall commence.
6. All metal and steel supplies shall be stored in elevated platforms, and covered to protect the material from rain and other materials/liquids, which may cause rust and corrosion. 7.

All metal parts shall be properly cleaned and rough welding marks must be removed by grinding to remove rough and uneven surfaces. Primer painting shall follow using epoxy paint.

## **X. FINISHES**

### **A. PAINTING**

#### **1. General**

a. **Scope** – This includes all materials, labor, equipment and performance of all operations to complete painting and varnishing work as indicated on drawings and specifications herein.

#### **b. Submittals**

- **Samples and Color Scheme:** Submit each kind of materials to the Implementing Office **for approval at least ten (10) days before painting**

**works.** Match these samples with the delivered materials prior to use. Reject said materials if found inferior with respect to approved samples.

- **Test Panels:** Sample panels of selected color or shade shall be prepared on 30cm × 30 cm (1'×1') plywood panels for approval of the Implementing Office.
  - **Certificate:** Submit to the Implementing Office the manufacturer's certificate of origin, quality of paints including quantity purchased and instructions, if any.
- c. **Delivery and Storage** – Deliver at job site in original containers with label containing manufacturer's name, color of paint and manufacturer's instructions, if any, intact and seals unbroken. Storage of paints and paint materials at the site shall be restricted to locations designated by the Implementing Office representative/Project Supervisor and such place shall be kept neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.
- d. **Protection** – Provide all drop cloth and other coverings requisite to protection of floors, walls, aluminum, glass finishes and other works.

## 2. Products

### a. Materials

- **Painting Materials** shall conform to requirements of the standard specifications of the Standardization Committee on Supplies and the National Institute of Science and Technology. All paint and paint materials shall be BOYSEN, DAVIES, or any approved equal.
- **Tinting Colors** shall be first grade quality, pigment ground in alkyd resin that disperses and mixes easily with paint to produce the color desired. Use the same brand of paint and tinting color to effect good paint body.
- **Concrete Neutralizer** shall be first grade quality concentrate diluted with clean water and applied as surface conditioner of new interior and exterior walls thus improving paint adhesion and durability.
- **Silicon Water Repellant** shall be transparent water shield especially formulated to repel rain and moisture on exterior masonry surfaces.
- **Patching Compound** shall be the fine powder type material like calciumine that can be mixed into putty consistency, with oil base primers and paints to fill minor surface dents and imperfections.
- **Varnish** shall be a homogenous solution of resin, drying oil, drier and solvent. It shall be extremely durable clear coating, highly resistant to wear and tear without cracking, peeling, whitening, spotting, etc. with minimum loss of gloss for a maximum period of time.

- **Lacquer** shall be any type of organic coating that dries rapidly and solely by evaporation of the solvent. Typical solvents are acetates, alcohols and ketones. Although lacquers were generally based on intrecellulose, manufacturers currently use vinyl resin, plasticizers and reacted drying oils to improve adhesion and elasticity.
- **Shellac** shall be a solution of refined lac resin in denatured alcohol. It dries by evaporation of the alcohol. The resin is generally furnished in orange and bleached grades.
- **Sanding Sealer** shall be quick drying lacquer, formulated to provide quick dry, good holdout of succeeding coats, and containing sanding agents such as zinc stearate to allow dry sanding of sealer.
- **Glazing Putty** shall be alkyd-type product for filling minor surface unevenness.
- **Natural Wood Filler:** Wood paste filler shall be quality filler for filling and sealing open grain of interior wood. It shall produce a level finish for following coats of paint varnish/lacquer and other related products.

**b. Schedule**

- **Concrete walls** (interior and exterior)  
One coat flat latex  
Two coats semi-gloss latex
- **Metal surfaces**  
Two coats epoxy primer  
One coat quick drying enamel
- **Ceiling**  
Three coats flat wall enamel

**3. Execution**

- a. Preparation of Surfaces** – All surfaces shall be in proper condition to receive the finish.
- **Woodwork** Surfaces shall be hand-sanded smooth and dusted clean. All knotholes, pitch pockets or sappy portions shall be sealed with natural wood filler. Nail holes, cracks or defects shall be carefully puttied after the first coat, matching the color of paint.
  - **Interior Woodwork:** Surfaces shall be sandpapered between coats. Dust off thoroughly afterwards. Areas affected by molds, mildew and fungus

should be treated with a bleaching solution and dried overnight. Cracks, holes or imperfections in plaster shall be filled with patching compound and smoothed off to match adjoining surfaces.

- **Concrete and Masonry Surfaces:** Surfaces must be removed of all loose grid or mortar, contaminants, dirt, grease, oil, dust and other deposits. Surfaces shall be coated with concrete neutralizer, apply either with brush or spray solution of one kilogram of zinc sulfate to four and one-half liters (1 gallon) of water. Allow to dry before any painting primer coat is applied. When surface is dried apply first coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound. After defects are corrected apply the finish coats as specified on the Plans (color scheme approved).
- **Metal:** Metal surfaces shall be clean, dry and free from millscale and rust. Remove all grease and oil from surfaces. Rusty metal exposed to weathering for some time must be sanded, wire brushed or scraped. Wash unprimed galvanized metal with etching solution and allow it to dry. Metal must be completely dry before application of applicable primer.

In addition, the Contractor shall undertake the following:

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

#### **b. Application**

- Paints when applied by brush shall become non-fluid, thick enough to lay down as adequate film of wet paint. Brush marks shall flow out after application of paint.
- Paints made for application by roller must be similar to brushing paint. It must be non-sticky when thinned to spraying viscosity so that it will break up easily into droplets.

- Paint is atomized by high pressure pumping rather than broken up by the large volume of air mixed with it. This procedure changes the required properties of paint.
- c. **Mixing and Thinning** – At the time of application, paint shall show no sign of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacture shall not be mixed together. When thinning is necessary, this may be done immediately prior to application in accordance with the manufacturer’s directions, but not in excess of one (1) pint of suitable thinner per gallon of the paint
- d. **Workmanship** – All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks. All coats shall be thoroughly dry before the succeeding coat is applied. Where surfaces are not fully covered or cannot be satisfactorily finished in the number of coats as may be required shall be applied to attain the desired evenness of surface without extra cost to PhilRice. Where surface is not in proper condition to receive the coat, the Implementing Office shall be notified immediately. Work on the questioned portion(s) shall not start until clearance to proceed is ordered by the Implementing Officer. Hardware, lighting fixture and other similar item shall be removed or protected during the painting, varnishing and related work operations and re-installed after completion of the work.
- e. **Cleaning** – All cloths and cotton waste, which constitute fire hazards shall be placed in metal containers or destroyed at the end of daily works. Upon completion of the work, all staging, scaffolding and paint containers shall be removed. **Paint drips, oil, or stains on adjacent surfaces shall be removed** and the entire job left clean and acceptable to the Implementing Office.

## XI. ELECTRICAL WORKS

### A. GENERAL

1. **Scope** – The work under this section consists of the furnishing of all materials, labor, equipment, tools and all services necessary to complete and make ready for operation electrical works as indicated on electrical plans and in accordance with the Drawings, Specifications and the Contract.

The work shall include the furnishing and installing of the following each complete and in proper operating condition unless otherwise stated in this specification:

- a. Wiring system for branch circuits, signal circuits feeder wires, sub feeders including respective conduits, fitting wire gutters, pull boxes, junction boxes, utility boxes and any other type of box and supports and accessories required and/or as indicated on the Drawings;

- b. All the necessary feeder and branch circuit with all the necessary conductors, conduits, fittings and other items as indicated on the Drawings;
- c. All the necessary wiring devices, such as utilization outlets, wall switches, receptacles all complete with their appropriate cover plates;
- d. All defective lighting fixtures and accessories including necessary supports;
- e. All conduits, boxes, wires and equipment;
- f. Grounding system as show on the Drawings;
- g. Supply and installation of all materials not shown on the Drawings nor mentioned in this Specification but are necessary to complete the project.

## **2. Codes and Regulations**

- a. The Work under this section shall be executed in accordance with the latest requirements of the Building Code of the Philippines, Philippine Electric Code, rules and regulations of local ordinances, power utility company, rules and regulations of other governing authorities and with Republic Act No. 7920 as applied or enforced in the locality.
- b. The requirements of the above-mentioned governing codes and the requirements of the companies having involvement or participation are hereby made part of this specification and the Contractor is required to comply with the same. This does not relieve the Contractor from complying with the requirements of the specification or drawings in excess of the above laws and ordinances, codes and requirements, which are not prohibited by the same.

## **3. Guarantee**

- a. The Contractor shall guarantee that the electrical system is free from all grounds and defective materials and workmanship for a period of one (1) year from the date of acceptance of the work. All defects arising within the guarantee period shall be remedied by the Contractor at his own expense.
- b. The Contractor shall indemnify and save harmless the Implementing Office and PhilRice from all claims, suit actions, liabilities for damages arising from injuries, disabilities or loss of life to persons or damage to public or private properties resulting from fault or any act of Contractor or his representative in the execution of this work.
- c. The partial acceptance of the work for the purpose of making partial payments, based on the estimated cost satisfactorily completed by the Electrical Contractor, shall not be considered as final acceptance of that portion of the work.

## **4. Drawings and Specifications**

- a. The Drawings and Specifications are meant to be complementary to each other and what is called for by one shall be binding as if called for by both.
- b. Any apparent conflict between the Drawings and Specifications and any controversial or unclear points in either shall be referred to the Implementing Office for final decision.
- c. **All dimensions and locations shown on the Plans are approximate and shall be verified in the field**, as actual locations, distances and levels are governed by actual conditions.
- d. No deviation from the plans shall be made unless **with written consent or approval** from the Implementing Office and/or PhilRice.
- e. **The Contractor shall keep an active record of the actual installation works during the progress of the job.**

This shall become the reference for the preparation of the “AS-BUILT” Plans, which shall include **all pertinent information, complete in all aspects of the actual installation, and all new information not originally shown in the contract drawings.**

The “AS-BUILT” plans shall be prepared by the Contractor at his expense and shall be submitted to the Implementing Office **for approval upon the completion of the work.**

Upon completion of work as described herein, the Contractor shall furnish PhilRice **three (3) copies of the “AS BUILT” plans**, signed and sealed by the Contractor’s Registered Professional Electrical Engineer, **for future reference and maintenance purpose.**

- 5. **Samples – The Contractor shall submit a sample of any item he intends to install or use in this project to the Implementing Office for approval.**

## **B. PRODUCTS**

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

- a. **Conduits** shall be PVC Schedule 40. Enamel coated steel conduits and conduits with rough inner surfaces are not acceptable.
  - All boxes including junction and pull boxes shall be of sufficient sizes to provide free space for all conductors enclosed in the box, in addition to the fittings, such as switch mechanism and receptacles that may be contained in the box.
  - All junction boxes shall be fitted with standard flat metal box covers.

- b. **Conduit Boxes** shall be code gauge steel and galvanized. Outlet boxes shall be galvanized pressed steel of standard make. In general, outlet boxes shall be at least 100 mm square or octagonal, 53 mm deep and 16 mm minimum gauge.
  - Convenience and wall switch outlet boxes shall be gauge #16 of the 101 mm rectangular, deep, flush type, except in case where 10-amp., or 20-amps., switches shall be mounted in gangs of two or three therefore, the proper sizes of boxes and cover plates shall be used.
- c. **Conduit Fittings:** All conduit fittings such as locknuts and bushings shall be galvanized of standard make. Under no condition shall black enamel conduit fittings be permitted in any part of the installation.
- d. **Wires:** All wires shall be copper, soft drawn and annealed, smooth and of cylindrical form and shall be centrally located inside the insulation.
- e. **Wiring Devices:** All wiring devices shall be standard products of reputable electrical manufacturers. Wall switches shall be rated at least 10A, 250 volts and shall be spring operated, flush, tumbler type. Duplex convenience receptacles shall be rated at least 15A, 250 volts, flush, parallel slots. Single heavy-duty receptacles shall be rated at least 20A 250 volts, 3-wire, flush, polarized type. Only one (1) brand wiring devices shall be used for the project.

Suitable single-pole and three-way switches of the flush tumbler type with appropriate bakelite cover plates shall be furnished and installed as indicated on the Drawings. Wall switches intended to control more than eleven or 40-watt fluorescent lamps using high power factor ballasts shall be rated no less than 5-amp., 250 volts. All duplex receptacles shall be rated no less than 10-amps., 250 volts A.C. grounding type and shall be for flush mounting. Interchangeable type receptacles shall not be acceptable.
- f. **Lighting Fixtures:** Lighting outlets unless otherwise specified shall be furnished and installed by the Contractor. **All fixtures installed shall be as required on Plans**, of good quality materials and approved by the Bureau of Product Standards (BPS).
- g. **Insulation:** All splices shall be properly insulated using 3M Brand electrical type. Application of insulation tape shall be equivalent to the insulation of the wire concerned.

## C. EXECUTION

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

- Conduits should be cut square with a hacksaw and reamed. Bends shall be made with the required radius. In making bends, only conduit bending apparatus will be used. The use of a pipe tee or vise for bending conduits shall not be permitted. Conduits, which have been crushed, deformed, or flattened, shall not be installed. No running thread shall be allowed. Conduit runs crossing construction joints of the building shall be provided with standard expansion fittings of the approved type.
- No conduits shall be used in any system smaller than 15 mm diameter electric trade size nor shall have more than four (4) 90-degree bends in any one run and where necessary, pull boxes shall be provided.
- All ends of conduits, which are left empty in cabinets and conduit boxes shall be plugged with lead or approved pipe caps so as to prevent the entrance of white ants and dirt within the conduit system. Pull wires shall be inserted in the empty ducts before they are closed with lead or pipe caps and shall be left therein for future use.
- All splices, taps and junctions, except those for feeder and service conductors, shall be soldered or provided with spring lock type connectors, with rubber tape and protected with friction tape.

**b. Conduit Boxes and Fittings**

- Provide conduit boxes for pulling and splicing wires and outlet boxes for installation of wiring devices.
- As a rule, provide junction boxes or pull boxes in all runs greater than 30 meters in length, for horizontal runs. For other lengths, provide boxes as required for splices or pulling. Pull boxes shall be installed in inconspicuous but accessible locations.
- Support boxes independently of conduits entering by means of bolts, red hangers or other suitable means.
- Conduit boxes shall be installed plumb and securely fastened. They shall be set flushed with the surface of the structure in which they are installed where conduits are run concealed.
- All convenience and wall switch outlet boxes for concealed conduit work shall be deep, rectangular flush type boxes. Four-inch octagonal flush type boxes shall be used for all ceiling light outlets and shall be of the deep type where three (3) or more conduits connect to a single box.
- All boxes shall be painted with antirust red lead paint after installation.
- All conduits shall be lifted with approved standard galvanized bushing and locknuts where they enter cabinets and conduit boxes.

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

**c. Wires and Wiring Devices**

- Conductors or wires shall not be drawn in conduits until after the cement plaster is dry and the conduits are thoroughly cleaned and free from dirt and moisture. In drawing wires into conduits, sufficient slack shall be allowed to permit easy connections for fixtures, switches, receptacles and other wiring devices without the use of additional splices.
- All conductors of convenience outlets and lighting branch circuit homeruns shall be wired with a minimum of 3.5 mm in size. Circuit homeruns to panelboards shall not be smaller than 3.5 mm but all homeruns to panelboard more than 30 meters shall not be smaller than 5.5 mm. No conductor shall be less than 2 mm in size.
- All joints, taps and splices on wires larger than 14 mm shall be made of suitable solderless connectors of the approved type and size. They shall be taped with rubber and PVC tapes providing insulation not less than that of the conductors.
- No splices or joints shall be permitted in either feeder or branch conductors except within outlet boxes or accessible junction boxes or pull boxes. All joints in branch circuit wiring shall be made mechanically and electrically secured by approved splicing devices and taped with rubber and PVC tapes in a manner, which will make their insulation as that of the conductor.
- All wall switches and receptacles shall be fitted with standard bakelite face plate covers. Device plates for flush mounting shall be installed with all four (4) edges in continuous contact with finished wall surfaces without the use of coiled wire or similar devices. Plaster filling will not be permitted. Plates installed in wet locations shall be gasketed.
- When more than one switch or device is indicated in a single location, gang plate shall be used.

**d. Grounding System:** All grounding system installation shall be executed in accordance with the approved plans. Grounding system shall include building perimeter ground wires, ground rods, clamps, connectors, ground wells and ground wire taps as shown in the approved design.

**e. Panelboards:** Standard panels and cabinets shall be used and assembled on the job. All panels shall be of dead front construction furnished with trims for flush or surface mounting as required. The Contractor shall install as indicated in the Drawings the necessary panelboards on the multibreaker type including the breaker and using copper bus bars.

A panel directory shall be provided for each panel board complete with necessary data. All circuit breakers of panelboards shall be marked to its actual phase connection. Directory shall be typewritten and placed inside of panel door.

**f. Lighting System:** Install as indicated on the drawings.

## **2. Test and Guarantee**

- a.** Upon completion of the electrical construction work, the Contractor shall provide all test equipment and personnel and to submit written copies of all test results.
- b.** The Contractor shall guarantee the electrical installation are done and in accordance with the approved plans and specifications. The Contractor shall guarantee that the electrical systems are free from all grounds and from all defective workmanship and materials and will remain for a period of one year from the date of acceptance of works. Any defect shall be remedied by the Contractor at his own expense.

## **Section VII. Drawings**

# Section VIII. Bill of Quantities

## BID PROPOSAL

PROJECT: **Improvement of Cold Room  
Including Supply, Delivery and Installation of Additional Cooling System  
at PhilRice Main Building**

LOCATION: **PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija**

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Company Name

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Name of Bidder

---

Position

---

Address of Bidder

---

Signature of Bidder

(Submit in Duplicate)

---

Date

**JOHN C. DE LEON**  
Acting Executive Director  
PhilRice Central Experiment Station,  
Maligaya, Science City of Muñoz, Nueva Ecija

**Sir:**

In accordance with your Invitation to Bid on the above captioned project, we - (or I) propose to furnish, deliver, place and complete any and all necessary materials, labor, plant, tools, appliances and equipment, supplies, utilities, transportation, superintendence, supervision and other facilities in connection therewith subject to all the conditions and requirements thereof, and to perform all operations necessary to complete for use the project within \_\_\_\_\_ CALENDAR DAYS ( \_\_\_\_ CD) at our (my) expense, at the following Total Lump Sum Bid Price, in Philippine currency :

\_\_\_\_\_

(In words)

(P\_\_\_\_\_).

We (or I) make this proposal knowing that all provisions under the General Specifications applicable to the work unless otherwise specified and in so far as they do not conflict with the provisions in the contract drawing shall form an essential part of this proposal.

We (or I) make this proposal with a full knowledge of the kinds, quantity and quality of articles and services required, and if said proposal is accepted, we (or I) will, after receiving notice of acceptance, enter into contract with PHILRICE with good and sufficient securities for the faithful performance thereof.

We (or I) will complete the work in accordance with the plans, specifications, and related contract documents, within the stipulated construction contract period, and reckoned five (5) days from the date of our (my) receipt from PHILRICE of a Notice to Proceed.

We (or I) shall not request for any extension of time due to delay in the procurement of any materials needed in the construction.

We (or I) understand that time is an essential part of this proposed contract and that upon our (my) failure to complete the work within the stipulated completion time we (or I)



**PROJECT: Improvement of Cold Room  
Including Supply, Delivery and Installation of Additional Cooling System  
at PhilRice Main Building**

**LOCATION: PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija**  
**SUBJECT: SUMMARY OF BID PROPOSAL/BREAKDOWN OF VALUES OF WORK**

ITEM	SCOPE OF WORKS	DIRECT COST		INDIRECT COST (Profit, Tax, OCM)	TOTAL COST (Direct + Indirect Cost)
		Materials	Labor		
I	SITE WORKS				
II	CONCRETE WORKS				
III	REINFORCING STEEL BAR				
IV	SUPPLY AND INSTALLATION OF DOORS				
V	PAINTING WORKS				
VI	ELECTRICAL WORKS				
VII	OTHERS				
	<b>TOTAL PROJECT COST</b>				

Breakdown of Indirect Cost (%):

OCM ( %) \_\_\_\_\_  
 Profit ( %) \_\_\_\_\_  
 Tax (5%) \_\_\_\_\_  
 Others (Specify) \_\_\_\_\_  
 TOTAL \_\_\_\_\_

**PROJECT: Improvement of Cold Room  
Including Supply, Delivery and Installation of Additional Cooling System  
at PhilRice Main Building**

**LOCATION: PhilRice Central Experiment Station, Maligaya, S. C. Muñoz, Nueva Ecija**

**SUBJECT: BILL OF QUANTITIES**

• **BILL OF QUANTITIES**

QUANTITY	UNIT	PARTICULARS	MATERIALS COST	LABOR + EQUIPMENT COST	AMOUNT
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**SCOPE OF WORKS:**

**Floor Area:** 54 sq.m.

**Contract Duration:** 120 CD

**I. Site Works**

- Removal of Existing Door (See Plan for Location),
- Restoration of Door Opening and Seal Existing Hole (See Plan for Location),
- Removal of Existing Sandwich Panel Flooring at Dryer Room,
- Installation of HDPE Foam and HDPE Sheet at New Cold Room,
- Chipping of Existing 30cm X 30cm Vinyl Tiles,
- Repair of Existing Pre-Insulated Wall and Ceiling,
- Cleaning and Floor Preparation and Site Clearing.

**II. Concrete Works**

- 4" thk Slab at New Cold Room

**III. Reinforcing Steel Bar**

- 10mm diam. x 6.0m RSB

**IV. Supply and Installation of Doors**

- Provision of New Sliding Door. (See Plan for Schedule and Location)

**V. Painting Works**

- Repainting of Walls (Interior and Exterior) for Cold Room (2-Rooms)
- Repainting of Ceiling for Cold Room (2-Rooms)
- Flooring Paint for Cold Room (2-Rooms)
- Repainting of Masonry Walls

**VI. Electrical Works**

- Replacement of Lighting Fixture and Switch
- Installation of CCTV Camera System and Biometric System
- Installation of ACU.
- Preventive Maintenance of Cooling System (Cleaning and Observation of Unit with Report and Recommendation)
- Relocation of Existing Condenser of Cooling Unit

- Installation of New Cooling System
- Installation of New Digital Temperature and Relative Humidity Control and Monitoring System, Combined with New Sets of Temperature and Relative Humidity Sensors.
- Installation of Emergency Lights
- Installation of Ceiling Mounted Exhaust Fan with Ducting

**VII. Others**

- PPE, Vest, Gloves, Tarpaulin (Warning Signs, Safety Sign, Etc.)
- Supply and Installation of Mechanical File Compactor

**I. SITE WORKS**

1.00	lot	A. Removal of Existing Door (See Plan for Locations)				
1.00	lot	B. Restoration of Door Opening and Seal Existing Hole (See Plan for Locations)				
23.85	sq.m.	C. Removal of Existing Sandwich Panel Flooring at Dryer Room				
23.85	sq.m.	D. Installation of HDPE Foam and Polyethylene Sheet at New Cold Room				
27.00	sq.m.	E. Chipping of Existing 30cm X 30cm Vinyl Floor Tile				
1.00	lot	F. Repair of Existing Pre- Insulated Wall and Ceiling				
1.00	lot	G. Site Clearing				
<b>Total - I</b>			<b>Php</b>			

**II. CONCRETE WORKS**

2.39	cu.m.	Portland Cement, Sand (S-1), Gravel (3/4 Crushed)				
<b>Total - II</b>			<b>Php</b>			

**III. REINFORCING STEEL BAR**

12.40	Kg.	10mm diam. X 6.0m RSB, # 16 G.I. Tie Wire, Cutting Disk				
<b>Total - III</b>			<b>Php</b>			

**IV. SUPPLY AND INSTALLATION OF DOORS**

1.00	set	<b>D-1</b> (1.20m X 2.10m) Analok Framed Sliding Door, w/ 6mm thk. Gray Glass				
1.00	set	<b>D-2</b> (0.80m X 2.10m) Analok Framed Sliding Door, w/ 6mm thk. Gray Glass				
<b>Total - IV</b>			<b>Php</b>			

<b>V. PAINTING WORKS</b>						
235.00	sq.m.	<b>A. Repainting of Walls (Interior and Exterior) for Cold Room (2-Rooms)</b> Acrytex Top Coat, Acrytex Reducer, Tinting Color, Assorted Sand Paper, Consumables (Old Newspaper, Rags, Etc.)				
54.00	sq.m.	<b>B. Repainting of Ceiling for Cold Room (2-Rooms)</b> Acrytex Top Coat, Acrytex Reducer, Tinting Color, Assorted Sand Paper, Consumables (Old Newspaper, Rags, Etc.)				
54.00	sq.m.	<b>C. Flooring Paint for Cold Room (2-Rooms)</b> Boysen Acqua Epoxy, Epoxy Primer White #2200, Epoxy Reducer, Roller Brush with Tray, Paint Brush, Assorted Sand Paper, Consumables (Old Newspaper, Rags, Etc.)				
100.00	sq.m.	<b>D. Repainting of Masonry Walls</b> Semi-Gloss Latex, Masonry Putty, Roller Brush with Tray, Paint Brush, Assorted Sand Paper, Consumables (Old Newspaper, Rags, Etc.)				
<b>Total - V</b>			<b>Php</b>			
<b>VI. ELECTRICAL WORKS</b>						
		<b>A. Wires, Lights and Switches</b>				
6.00	pcs.	LED Lighting Bulb, 15 Watts				
3.00	pcs.	T8 LED Lighting Fixture				
4.00	units	Emergency Light, Twin Head, Rechargeable				
4.00	sets	1-Gang Convenience Outlet Universal with Ground				

3.00	pcs.	Switch 2-Gang, Slim Art Series				
1.00	box	2.00mm <sup>2</sup> THHN-2 Copper Wire Stranded				
1.00	roll	20mm dia. HDPE Spiral Conduit (Orange for Electrical)				
		<b>B. CCTV System</b>				
3.00	piece	CCTV Camera, 4MP IP Based Camera, Indoor, Bullet Type, 2560x1440@20fps, Fixed Lens, H.265+/H.265/H.264+/H.264 4 Dual Stream, 120dB WDR, 3D DNR, 30m IR Range, PoE, IP67, Compatible with Existing Dahua NVR				
150.00	meters	Cat6 UTP Cable, 305mtrs. Solid Copper Cable, Enhanced Cat 6, 4-Pair, 23 AWG, UTP,				
1.50	roll	Flexible Hose, 1/2" dia. (100m/roll)				
12.00	pcs.	RJ45 CAT6 Plug, Cat6 RJ45 Modular Plug'n'Boot, 8P8C, 50Micron Gold Plated Contacts, for 23 AWG Solid Wire Cables				
3.00	pcs.	Face Plate, 1Port RJ45 Surface Mount Wall Jack Shuttered Unloaded, for Surface Mount Utility Box, White				
3.00	pcs.	Surface Mount Utility Box, White				
3.00	pcs.	"RJ45 Cat6 Module, Cat6 110 Type IDC Punch Down Connectors, T568A and B Compliant, Color Coded Wiring Diagram Next to Wire Clips				
		Standard Keystone Face Size (14.5 x 16.0mm), Can be used with keystone wall plates, patch panels, or surface mount boxes"				

1.00	Pc.	Patch Panel, 24 Port Cat6 110 Patch Panel Loaded, Fast/Gigabit Ethernet (1000base-t), T568A and T568B Compliant, h RJ11/RJ45 Universal Port, Rack Mounted				
1.00	lot	Biometrics, ZKTECO IFACE702 Biometric with Door Access Control w/ SN:AC27182460094, w/ 2,000 User Capacity, 100,000 Transaction Storage, 2000 ID Card Capacity, TCP/IP, USB, and RS232 Connectivity, 3" Color Touch Screen Display, Backup Battery and Power Supply Control, Access Control Interface for: 3rd Party Electric Lock, Door Sensor, Exit Button, Alarm, Door Bell, with 25 pcs Proximity RFID Card				
1.00	lot	Misc., Labor and Mobilization				
		<b>C. Cooling system</b>				
2.00	units	5Hp Floor-Mounted, Premium Inverter, (Installation, Bracket For Condenser, Wirings to Panelboard & Outside Breaker and Copper Tube Included), 3 Phase, 220Volts				
2.00	units	2Hp Split Type, High Wall, Premium Inverter, (Installation, Bracket for Condenser, Wirings to Panelboard & Outside Breaker and Copper Tube Included), Single Phase, 220Volts				
2.00	sets	30AT Breaker in NEMA 3R Enclosure, Single Phase, MCCB Bolt on Type				
2.00	sets	75AT Breaker in NEMA 3R Enclosure, Three Phase MCCB Bolt on Type				
1.00	lot	Preventive Maintenance of Cooling System (Cleaning				

		and Observation of Unit with Report and Recommendation)				
1.00	lot	Relocation of Existing Condenser of Cooling Unit				
1.00	lot	New Digital Temperature and Relative Humidity Control and Monitoring System, Combined with New 6-(Six) Sets of Temperature and Relative Humidity Sensors.				
1.00	lot	Cooling System Unit, Light Cubic Unit Coolers Area of Use: Small and Medium Cold Rooms Performance Range: Direct Expansion Operation Capacity from 1.44 to 47kW (R404A, Te=-5°C, T1=15°C, RH=0-30%) Brine Operation: Capacity: from 1 to 20kW (Glycol 30%, TW1=-10°C, T1=0°C, RH=85%) Fans Diameter $\phi$ 300,350,400, and 450mm Benefits: High Efficiency in Compact Sizes Modular Design, 1-4 Fans Fin Spacing: 4mm,6mm,8mm Solid Frame in Galvanized Steel, Cowlings in ABS (On Request Complete Unit in Galvanized Steel) RAL 9010 Electric Defrosting System Available				
		<b>FINNED PACK HEAT EXCHANGERS:</b> * Made with specific geometries for refrigeration. * They are characterized by a high ratio between the secondary exchange surface of the fins and the primary one of the tubes. * Very thick aluminum fins and highly efficient, internally grooved copper tubes are used for direct expansion unit coolers; plain tubes for brine unit coolers.				

		<p>* Tubes with diameters from 1/2 ""or 5/8"" are available and various fin spacing combinations - up to 12 mm – are provided, to optimize different applications and operating conditions."</p> <p><b>CASINGS</b></p> <p>*Casings are made of an aluminum alloy and galvanized steel. Casings made of painted metal sheet or stainless steel are available for use in especially aggressive environments.</p> <p><b>FANS</b></p> <p>* Fans can be either standard axial AC type or electronically commutated EC.</p> <p>Combined with new digital temperature (Room temperature -5degree to 15degree Celcius) and relative humidity (Relative Humidity 0-30%) sensors.</p>				
		Dehumidifier for the system				
		<b>D. Exhaust System</b>				
1.00	set	Ceiling Mounted Exhaust Fan 8"				
2.00	length	Ducting of Exhaust Fan 6" PVC Pipe Series 1000 Electrical Pipe				
1.00	lot	PVC Elbow and T's				
1.00	lot	Consumables (PVC Solvent, GI Wire)				
<b>Total - VI</b>			<b>Php</b>			
<b>VII. OTHERS</b>						
1.00	lot	PPE (Vest, Gloves, etc.)				
1.00	lot	Tarpaulin (Warning Signs, Safety Sign, etc.).				
12.00	sets	Mechanical File Compactor, Single Movable, WxDxH (2.20m x 0.45m x 2.18m), 2 bays,				

		6 adjustable shelves per bay (60 shelves), 80kgs loading capacity per shelf, 2 rails mechanical type, wheel handle w/ brake lock (supply and installation)				
<b>Total - VII</b>			<b>Php</b>			
<b>SUMMARY OF COST</b>						
Direct Cost						
Material Cost +			PhP			
Labor Cost + Equipment Rental Cost			PhP			
Indirect Cost						
OCM		( )%	PhP			
PROFIT		( )%	PhP			
TAX		5%	PhP			
OTHERS (Specify)		( )%	PhP			
<b>TOTAL PROJECT COST</b>			<b>PhP</b>			-

<b>TOTAL PROJECT COST in figures</b>	<b>PhP</b>	
<b>TOTAL PROJECT COST in words</b>		_____
		_____

Prepared by:  _____	Approved for bidding by:  _____
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# Section IX. Bidding Forms

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## Bid Form

---

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

IB<sup>1</sup> N°: \_\_\_\_\_

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

Address: *[insert address]*

We, the undersigned, declare that:

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

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

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

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

---

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

- (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 Calculated Bid or any other Bid that you may receive.
- (j) **We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].**
- (k) **We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.**

Name: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

## Form of Contract Agreement

---

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

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

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

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

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Entity)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Contractor).

Binding Signature of Procuring Entity

\_\_\_\_\_

Binding Signature of Contractor

\_\_\_\_\_

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

## Omnibus Sworn Statement

---

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) Carefully examine all of the Bidding Documents;
- b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
- d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_ day of \_\_\_, 20\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
Bidder's Representative/Authorized Signatory

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

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

Serial No. of Commission \_\_\_\_\_

Notary Public for \_\_\_\_\_ until \_\_\_\_\_

Roll of Attorneys No. \_\_\_\_\_

PTR No. \_\_\_\_\_ *[date issued]*, *[place issued]*

IBP No. \_\_\_\_\_ *[date issued]*, *[place issued]*

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_

\* This form will not apply for WB funded projects.

## **Bid-Securing Declaration**

**(REPUBLIC OF THE PHILIPPINES)**

**CITY OF \_\_\_\_\_) S.S.**

**X-----X**

**Invitation to Bid** [*Insert reference number*]

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

I/We, the undersigned, declare that:

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

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

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

Affiant

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

Witness my hand and seal this \_\_\_\_ day of *[month]* *[year]*.

**NAME OF NOTARY PUBLIC**

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

**STATEMENT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT**

(Date of Issuance)

Name of the Head of the Procuring Entity  
Position of the Head of the Procuring Entity  
(Name of Procuring Entity)  
(Address of Procuring Entity)

Attention : The Chairman  
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the (Name of the Procuring Entity) BAC for the bidding of the (Name of the Contract), we certify that (Name of the Bidder) has in its employ key personnel, such as project managers, project engineers, materials engineers and foremen, who may be engaged for the construction of the said contract.

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative)  
(Position)  
(Name of Bidder)

**JOINT VENTURE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

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

- and -

\_\_\_\_\_, of legal age, (civil status), owner/proprietor of \_\_\_\_\_ a resident of \_\_\_\_\_.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Eligibility Check, Bidding and Undertaking of the hereunder stated Contract of the (Name of the Procuring Entity).

<b><u>NAME OF PROJECT</u></b>	<b><u>CONTRACT AMOUNT</u></b>

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

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

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

Done this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord \_\_\_\_\_.

## **CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT**

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Bridge Engineer, Structural Engineer, Materials and Quality Control Engineer, Foreman and other Key Engineering Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above

1. This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.
2. The Bidders shall comply with and submit sample form SF-INFR-46 for each of such key personnel.
3. Each such nominated engineer/key personnel shall comply with and submit sample forms SF-INFR-47 and SF-INFR-48.
4. All these are required to be in the Technical Envelope of the Bidder.

## CONTRACTOR'S LETTER - CERTIFICATE TO PROCURING ENTITY

Date of Issuance:

Name of the Head of the Procuring Entity  
Position of the Head of the Procuring Entity  
Name of the Procuring Entity  
Address of the Procuring Entity

Dear Sir / Madame:

Supplementing our Organizational Chart for the Contract, we have the honor to submit herewith, and to certify as true and correct, the following pertinent information:

1. That I/we have engaged the services of     (Name of Employee)    , to be the     (Designation)     of the     (Name of Contract)    , who is a     (Profession)     with Professional License Certificate No.          issued on                                  and who has performed the duties in the construction of the Contracts enumerated in the duly filled Form         .
2. The said Engineer shall be designated by us as our     (Designation)     to personally perform the duties of the said position in the above-mentioned Project, if and when the same is awarded in our favor.
3. That said Engineer shall employ the best care, skill and ability in performing his duties in accordance with the Contract Agreement, Conditions of Contract, Plans, Specifications, Special Provisions, and other provisions embodied in the proposed contract.
4. That said Engineer shall be personally present at the jobsite to supervise the phase of the construction work pertaining to this assignment as     (Designation)    , all the time.
5. That, in order to guarantee that said Engineer shall perform his duties properly and be personally present in the Job Site, he is hereby required to secure a certificate of appearance for the Procuring Entity Engineer at the end of every month.

That, in the event that I/we elect or choose to replace said     (Designation)     with another Engineer, the Procuring Entity will be accordingly notified by us in writing at least twenty one (21) days before making the replacement. We will submit to the Procuring Entity, for prior approval, the name of the proposed new     (Designation)    , his qualifications, experience, list of projects undertaken and other relevant information.

6. That any willful violation on my/our part of the herein conditions may prejudice my/our standing as a reliable contractor in future bidding of the Procuring Entity.

Very truly yours,

---

(Authorized Representative of Bidder)

CONCURRED IN:

---

(Name of Engineer)

---

(Address)

Standard Form Number: SF-INFR-46  
Revised on: August 11, 2004



In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As (Designation), I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) therefor, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future (Name of the Procuring Entity) bidding or employment with any Contractor doing business with the (Name of the Procuring Entity).

\_\_\_\_\_  
(Signature of Engineer)

**DRY SEAL**

**Republic of the Philippines )**  
\_\_\_\_\_ ) **S.S.**

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012  
affiant exhibiting to me his Residence Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at  
\_\_\_\_\_.

Notary Public  
Until December 31, 20\_\_\_\_

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of \_\_\_\_\_;

Standard Form Number: SF-INFR-47  
Revised on: August 11, 2004

**KEY PERSONNEL**  
**(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

- Authorized Managing Officer / Representative
- Sustained Technical Employee

1. Name : \_\_\_\_\_

2. Date of Birth : \_\_\_\_\_

3. Nationality : \_\_\_\_\_

4. Education and Degrees : \_\_\_\_\_

5. Specialty : \_\_\_\_\_

6. Registration : \_\_\_\_\_

7. Length of Service with the Firm : \_\_\_\_\_ Year from \_\_\_\_\_ (months) \_\_\_\_\_ (year)  
To \_\_\_\_\_ (months) \_\_\_\_\_ (year)

8. Years of Experience : \_\_\_\_\_

9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

<u>Name and Address of Employer</u>	<u>Length of Service</u>
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____
_____	_____ year(s) from _____ to _____

10. Experience:

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

1. Name : \_\_\_\_\_
2. Name and Address of Owner : \_\_\_\_\_
3. Name and Address of the  
Owner's Engineer  
(Consultant) : \_\_\_\_\_
4. Indicate the Features of Project  
(particulars of the project  
components and any other particular  
interest connected with the project): \_\_\_\_\_
5. Contract Amount Expressed in  
Philippine Currency : \_\_\_\_\_
6. Position : \_\_\_\_\_
7. Structures for which the employee  
was responsible : \_\_\_\_\_
8. Assignment Period : from \_\_\_\_\_ (months) \_\_\_\_\_ (years)  
: to \_\_\_\_\_ (months) \_\_\_\_\_ (years)

\_\_\_\_\_  
Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

\_\_\_\_\_  
(Place and Date)

\_\_\_\_\_  
(The Authorized Representative)

**QUALIFICATION OF KEY PERSONNEL PROPOSED  
TO BE ASSIGNED TO THE CONTRACT**

**Business Name**           :  
**Business Address**       :

	<b><u>Project Manager / Engineer</u></b>	<b><u>Materials Engineer</u></b>	<b><u>Foreman</u></b>	<b><u>Construction Safety and Health Personnel</u></b>	<b><u>Other positions deemed required by the Applicant for this project</u></b>
<b><u>1</u></b> <b><u>Name</u></b>					
<b><u>2</u></b> <b><u>Address</u></b>					
<b><u>3</u></b> <b><u>Date of Birth</u></b>					
<b><u>4</u></b> <b><u>Employed Since</u></b>					
<b><u>5</u></b> <b><u>Experience</u></b>					
<b><u>6</u></b> <b><u>Previous Employment</u></b>					

<u>7</u> <b><u>Education</u></b>					
<u>8</u> <b><u>PRC License</u></b>					

Minimum Requirements                    : Project Manager / Engineer  
    : Materials Engineer  
    : Foreman  
    : Safety and Security Officer

Note    : Attach individual resume and PRC License of the (professional) personnel.

Submitted by                                    : \_\_\_\_\_  
    (Printed Name & Signature)

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

**LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS,  
PLEGGED TO THE PROPOSED CONTRACT**

Business Name : \_\_\_\_\_  
Business : \_\_\_\_\_  
Address : \_\_\_\_\_  
 \_\_\_\_\_

Description	Model/Year	Capacity/ Performance/ Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor or Vendor
<b>A. Owned</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
iv.							
v.							
<b>C. Under Purchase Agreements</b>							
i.							
ii.							
iii.							
iv.							
v.							

List of minimum equipment required for the project:

**Submitted by** : \_\_\_\_\_  
 (Printed Name & Signature)  
**Designation** : \_\_\_\_\_  
**Date** : \_\_\_\_\_

## CHECKLIST OF BID REQUIREMENTS

To facilitate evaluation, each requirement submitted in the technical and financial components should be arranged chronologically and provided with a tab. Documents in each component shall be bound (with fastener) or contained in a folder before inserting in the corresponding envelope.

### **I. ELIGIBILITY & TECHNICAL COMPONENT (1st Envelope)**

**Please prepare in three (3) copies, one original & two (2) duplicate copies**

#### **i. Eligibility Documents**

##### **Class “A” Documents**

1. PhilGEPS Registration Certificate (Platinum Membership) (Photocopy)
2. Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid  
**\*The statement must be signed by the duly authorized signatory of the company.  
If no ongoing contract, bidders shall state “NONE”.**
3. Statement of the Bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, in accordance with ITB Clause 5.4  
**\*The statement must be signed by the duly authorized signatory of the company.**  
  
\*The two statements required shall indicate for each contract the following:
  - (1) name of the contract;
  - (2) date of the contract;
  - (3) contract duration;
  - (4) owner’s name and address;
  - (5) nature of work;
  - (6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
  - (7) total contract value at award;
  - (8) date of completion or estimated completion time;
  - (9) total contract value at completion, if applicable;
  - (10) percentages of planned and actual accomplishments, if applicable; and
  - (11) value of outstanding works, if applicable.
4. NFCC computation in accordance with ITB Clause 5.5.

##### **Class “B” Documents**

1. If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, 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.

**ii. Technical Documents**

1. Bid Security (Bid Validity 120 CD)

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
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.	
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%)
Bid Securing Declaration	

2. Project Requirements, which shall include the following:

- a. Organizational chart for the contract to be bid;
- b. List of contractor's key personnel, with their complete qualification and experience data (BDS 12.1(b) (ii.2));
- c. 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 (BDS 12.1(b) (iii.3)).

3. Omnibus Sworn Statement in accordance with Section 25.2 (b)(iv) of the IRR of RA 9184 using the prescribed form.

**II. FINANCIAL COMPONENT (2nd Envelope)**

**Please prepare in three (3) copies, one original & two (2) duplicate copies**

**i. Financial Components**

- 1. Financial Bid Form in accordance with the prescribed form
- 2. Bid Prices in the Bill of Quantities/Materials
- 3. Detailed Estimates

4. Cash Flow by Quarter or Payment Schedule.

**ii. Post-Qualification Requirements**

**Bidders, please SUBMIT the following documents DURING the Bid Opening (to be included in the envelope for Financial Component):**

1. Latest Income and Business Tax Returns (within the last six months preceding the date of bid submission) filed and paid through the BIR Electronic Filing and Payment System (eFPS)

