



Republic of the Philippines

Department of Agriculture

AGRICULTURAL TRAINING INSTITUTE

ATI Building, Elliptical Road, Diliman, Quezon City, Metro Manila 1100

Tel. Nos. (63-2) 929-8541 to 49 & 928-7397 Fax No. (63-2) 920-9792

E-mail: ati_director@ati.da.gov.ph & ati_director@yahoo.com.

URL: <http://www.ati.da.gov.ph>; www.e-extension.gov.ph

BIDDING DOCUMENTS

Improvement of Road Pavement and Grounds at the ATI-Central Office (PhilGEPS Ref. No. 5876139)

Contract Ref. No. ITB-ATI-CO -2018-12
4 December 2018

REFERENCE:

Philippine Bidding Documents, 5th Edition
August 2016

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	3
SECTION II. INSTRUCTIONS TO BIDDERS	6
SECTION III. BID DATA SHEET	33
SECTION IV. GENERAL CONDITIONS OF CONTRACT	37
SECTION V. SPECIAL CONDITIONS OF CONTRACT	71
SECTION VI. SPECIFICATIONS	74
SECTION VII. DRAWINGS	102
SECTION VIII. BILL OF QUANTITIES	103
SECTION IX. BIDDING FORMS	108
ATI-BAC CHECKLIST OF REQUIREMENTS	118

Section I. Invitation to Bid



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Invitation to Bid

IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS AT THE ATI-CENTRAL OFFICE

1. The **AGRICULTURAL TRAINING INSTITUTE (ATI)**, through the **2018 GENERAL APPROPRIATIONS ACT (GAA)** intends to apply the sum of **TEN MILLION PESOS (PHP 10,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS AT ATI CENTRAL OFFICE** (Contract Ref. No. ITB-ATI-CO-2018-12). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **ATI Central Office** now invites bids for the **IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS AT ATI CENTRAL OFFICE, ELLIPTICAL ROAD, DILIMAN, QUEZON CITY**. Completion of the Works is required **within one hundred twenty (120) calendar days**. 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 procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

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

4. Interested bidders may obtain further information from **ATI-BAC Secretariat** and inspect the Bidding Documents at the address given below from **8:00 a.m. to 5:00 p.m.**
5. A complete set of Bidding Documents may be acquired by interested bidders from the address below, and upon payment of the applicable fee for the bidding documents, pursuant to Appendix 8 of 2016 Revised IRR of RA 9184, in the amount of **TEN THOUSAND PESOS (PHP 10,000.00)**.

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

6. The **ATI-BAC** will hold a **Pre-Bid Conference** on **December 12, 2018, 9:00 a.m.** at the **ATI Conference Room 1, 2nd Floor, ATI Central Office**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before **8:30 a.m., December 27, 2018**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause XVIII.

Bid opening shall be held at **9:00 a.m., December 27, 2018** at the **ATI Conference Room 1, 2nd Floor, ATI Central Office**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The **ATI** 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. PAMELA G. MAPPALA
Head-BAC Secretariat
AGRICULTURAL TRAINING INSTITUTE
ATI Building, Elliptical Road
Diliman, Quezon City, Metro Manila
Tel. No. 929-8541 local 260
Email Address: **atico.property@yahoo.com**



MILAGROS C. URBANO
BAC Chairperson

Section II. Instructions to Bidders

TABLE OF CONTENTS

A. GENERAL	9
1. Scope of Bid	9
2. Source of Funds	9
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	9
4. Conflict of Interest	10
5. Eligible Bidders.....	11
6. Bidder’s Responsibilities.....	13
7. Origin of GOODS and Services	15
8. Subcontracts	15
B. CONTENTS OF BIDDING DOCUMENTS	15
9. Pre-Bid Conference	15
10. Clarification and Amendment of Bidding Documents	16
C. PREPARATION OF BIDS	16
11. Language of Bids	16
12. Documents Comprising the Bid: Eligibility and Technical Components	16
13. Documents Comprising the Bid: Financial Component	18
14. Alternative Bids	19
15. Bid Prices.....	19
16. Bid Currencies	20
17. Bid Validity	20
18. Bid Security	21
19. Format and Signing of Bids	23
20. Sealing and Marking of Bids.....	23
D. SUBMISSION AND OPENING OF BIDS	24
21. Deadline for Submission of Bids	24
22. Late Bids	24
23. Modification and Withdrawal of Bids	24
24. Opening and Preliminary Examination of Bids	25
E. EVALUATION AND COMPARISON OF BIDS	26
25. Process to be Confidential	26
26. Clarification of Bids	26
27. Detailed Evaluation and Comparison of Bids.....	26

28.	Post Qualification	28
29.	Reservation Clause	28
F.	AWARD OF CONTRACT	30
30.	Contract Award.....	30
31.	Signing of the Contract.....	30
32.	Performance Security	31
33.	Notice to Proceed.....	32
34.	Protest Mechanism.....	36

A. General

I. Scope of Bid

1. The Procuring Entity named in the **BDS**, invites bids for the construction of Works, as described in SECTION VI. SPECIFICATIONS.
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.
3. The successful Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.17.

II. 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.

III. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

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.
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. 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 LXVI.

IV. Conflict of Interest

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.
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:
- (h) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
 - (i) If the Bidder is a partnership, to all its officers and members;
 - (j) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
 - (k) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
 - (l) 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.

V. Eligible Bidders

1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
 - (m) Duly licensed Filipino citizens/sole proprietorships;

- (n) 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;
 - (o) 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;
 - (p) Cooperatives duly organized under the laws of the Philippines.
 - (q) 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.
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**.
 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.
 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. 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:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing}$$

contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

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.

VI. Bidder's Responsibilities

1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX. Bidding Forms as required in **ITB** Clause (dd)(iii).
2. The Bidder is responsible for the following:
 - (r) Having taken steps to carefully examine all of the Bidding Documents;
 - (s) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (t) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (u) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause X.4.
 - (v) 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;
 - (w) 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;
 - (x) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
 - (y) 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;
 - (z) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
 - (aa) 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

- (bb) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

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

3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
6. 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.
7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

VII. 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.

VIII. Subcontracts

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.
2. Subcontractors must submit the documentary requirements under **ITB** Clause XII 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.
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

IX. Pre-Bid Conference

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**.
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.

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.

X. Clarification and Amendment of Bidding Documents

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.
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.
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.
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 XXIII.

C. Preparation of Bids

XI. Language of Bids

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

XII. Documents Comprising the Bid: Eligibility and Technical Components

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

(cc) 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.

(dd) **Technical Documents –**

- (i) **Bid security** in accordance with **ITB** Clause XVIII. 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.

XIII. Documents Comprising the Bid: Financial Component

- 1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (ee) **Financial Bid Form, which includes bid prices and the bill of quantities**, in accordance with **ITB** Clauses 15.1 and 15.3; and
 - (ff) Any other document related to the financial component of the bid as stated in the **BDS**.
- 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.

XIV. Alternative Bids

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.
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.
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.

XV. Bid Prices

1. The contract shall be for the whole Works, as described in **ITB** Clause I.1, based on the priced Bill of Quantities submitted by the Bidder.
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.

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.
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 LXXX. 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.

XVI. Bid Currencies

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.
2. If so allowed in accordance with **ITB** Clause 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.
3. Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Pesos.

XVII. Bid Validity

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.
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 XVIII 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.

XVIII. Bid Security

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

Form of Bid Security	Amount of Bid Security (Not less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by LGUs, the cashier's/manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	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. <i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(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.

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.
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 2.

4. Upon signing and execution of the contract, pursuant to **ITB** Clause XXXI, and the posting of the performance security, pursuant to **ITB** Clause XXXII, 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 2.
5. The bid security may be forfeited:
 - (gg) 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 (qq);
 - (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.

- (hh) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause XXXI;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause XXXII.

XIX. 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 XXI 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 XII.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 XII and XIII. 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.

XX. Sealing and Marking of Bids

- 1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause XII, 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."
- 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.
- 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.
- 4. All envelopes shall:
 - (ii) contain the name of the contract to be bid in capital letters;
 - (jj) bear the name and address of the Bidder in capital letters;

- (kk) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
 - (ll) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (mm) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause XXI.
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

XXI. 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**.

XXII. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to **ITB** Clause XXI, 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.

XXIII. Modification and Withdrawal of Bids

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.
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.
3. Bids requested to be withdrawn in accordance with **ITB** Clause 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.

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 XVIII.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

XXIV. Opening and Preliminary Examination of Bids

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.
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".
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.
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.
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.
6. In the case of an eligible foreign bidder as described in **ITB** Clause V, 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.
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 (cc)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
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

XXV. Process to be Confidential

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.
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.

XXVI. 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

XXVII. Detailed Evaluation and Comparison of Bids

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.

2. The Lowest Calculated Bid shall be determined in two steps:
 - (nn) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (oo) 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.
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:
 - (pp) 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
 - (qq) 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.
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**.
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.
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.
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.

XXVIII. Post Qualification

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, XII, and 13.
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.

3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses XII and XIII, 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.
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 XXX.3.
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.
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.
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.

XXIX. Reservation Clause

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.

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:
 - (rr) 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;
 - (ss) If the Procuring Entity's BAC is found to have failed in following the prescribed bidding procedures; or
 - (tt) 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.
3. In addition, the Procuring Entity may likewise declare a failure of bidding when:
 - (uu) No bids are received;
 - (vv) All prospective Bidders are declared ineligible;
 - (ww) All bids fail to comply with all the bid requirements, fail post-qualification; or
 - (xx) 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

XXX. Contract Award

1. Subject to **ITB** Clause XXVIII, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
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.
3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (yy) 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;
 - (zz) Posting of the performance security in accordance with **ITB** Clause XXXII;
 - (aaa) Signing of the contract as provided in **ITB** Clause XXXI; and
 - (bbb) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

XXXI. Signing of the Contract

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.
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.
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.
4. The following documents shall form part of the contract:
 - (ccc) Contract Agreement;

- (ddd) Bidding Documents;
- (eee) 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;
- (fff) Performance Security;
- (ggg) Notice of Award of Contract; and
- (hhh) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

XXXII. Performance Security

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.
2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. <i>For biddings conducted by the LGUs, the Cashier's/Manager's Check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	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. <i>For biddings conducted by the LGUs, Bank Draft/Guarantee, or Irrevocable Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

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.

XXXIII. 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.

XXXIV. 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

Bid Data Sheet

ITB Clause	
I.1	The Procuring Entity is AGRICULTURAL TRAINING INSTITUTE (ATI). The name of the Contract is IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS AT THE ATI CENTRAL OFFICE The identification number of the Contract is ITB-ATI-CO-2018-12
II	The Funding Source is: The Government of the Philippines (GoP) through 2018 GENERAL APPROPRIATIONS ACT (GAA) in the amount of TEN MILLION PESOS (PHP 10,000,000.00) . The name of the Project is IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS AT THE ATI CENTRAL OFFICE LOCATED AT THE ELLIPTICAL ROAD, DILIMAN, QUEZON CITY.
3.1	No further instructions.
5.1	No further instructions.
V.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.
V.4(a)	No further instructions.
5.4(b)	For this purpose, similar contracts shall refer to contracts, which have the same major categories of work. <i>[insert description/clarification of what are major categories of work]</i> .
VIII.1	Subcontracting is not allowed.
VIII.2	Not applicable.”
IX.1	The Procuring Entity will hold a pre-bid conference for this Project on December 12, 2018, 9:00 a.m. at Conference Room 1, 2nd Floor, ATI Central Office Main Building.
10.1	The Procuring Entity’s address is: AGRICULTURAL TRAINING INSTITUTE, ATI Building, Elliptical Road, Diliman, Quezon City, Metro Manila. The contact person is MS. PAMELA G. MAPPALA, Head-BAC Secretariat. Contact No. is 929-8541 local 260 and email address is <u>atiko.property@yahoo.com</u>.
X.4	No further instructions.
XII.1	No further instructions.
(cc)(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" data-bbox="443 286 1383 544"> <thead> <tr> <th><u>Key Personnel</u></th> <th><u>General Experience</u></th> <th><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>15 years</td> <td>10 years</td> </tr> <tr> <td>Project Engineer</td> <td>5 years</td> <td>5 years</td> </tr> <tr> <td>Material Engineer</td> <td>5 years</td> <td>5 years</td> </tr> <tr> <td>Foreman</td> <td>10 years</td> <td>5 years</td> </tr> <tr> <td>Construction, Safety & Health Personnel</td> <td>5 years</td> <td>3 years</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	15 years	10 years	Project Engineer	5 years	5 years	Material Engineer	5 years	5 years	Foreman	10 years	5 years	Construction, Safety & Health Personnel	5 years	3 years																																																										
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XIII.1	"No additional Requirements"																																																																												
13.1(b)	<p>This shall include all of the following documents:</p> <ol style="list-style-type: none"> 1) Bid prices in the Bill of Quantities; 2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; and 3) Cash flow by quarter or payment schedule. 																																																																												
13.2	The ABC is TEN MILLION PESOS (PHP 10,000,000.00) . Any bid with a financial component exceeding this amount shall not be accepted.																																																																												
XIV.2	No further instructions.																																																																												

15.4	No further instruction.
XVI.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
XVII.1	Bids will be valid until 120 calendar days from the date of the opening of bids.
XVIII.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: <ol style="list-style-type: none"> 1. The amount of not less than TWO HUNDRED THOUSAND PESOS (PHP 200,000.00) [2% of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; 2. The amount of not less than FIVE HUNDRED THOUSAND PESOS (PHP 500,000.00) [5% of ABC] if bid security is in Surety Bond.
XVIII.2	The bid security shall be valid until 120 calendar days.
XX.3	Each Bidder shall submit ONE (1) original and TWO (2) ADDITIONAL copies of the first and second components of its bid.
XXI	The address for submission of bids is at the Conference Room 1, 2nd Floor, ATI-CO Main Building. The deadline for submission of bids is December 27, 2018, 8:30 a.m.
XXIV.1	The place of bid opening is at the Conference Room 1, 2nd Floor, ATI-CO Main Building. The date and time of bid opening is December 27, 2018, 9:00 a.m.
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.
XXVII.4	No further instructions.
28.2	LATEST INCOME AND BUSINESS TAX RETURNS FILED AND PAID THROUGH THE BIR ELECTRONIC FILING SYSTEM (eFPS).
(hhh)	ADDITIONAL CONTRACT DOCUMENTS RELEVANT TO THE PROJECT REQUIRED BY PROCURING ENTITY: (1) construction schedule and S-curve, (2) manpower schedule, (3) construction methods, equipment utilization schedule (4), construction safety and health program approved by the Department of Labor and Employment, and (5) PERT/CPM or other acceptable tools of project scheduling.

Section IV. General Conditions of Contract

TABLE OF CONTENTS

1. DEFINITIONS	40
2. INTERPRETATION.....	42
3. GOVERNING LANGUAGE AND LAW	43
4. COMMUNICATIONS	43
5. POSSESSION OF SITE.....	43
6. THE CONTRACTOR’S OBLIGATIONS	44
7. PERFORMANCE SECURITY	45
8. SUBCONTRACTING.....	46
9. LIQUIDATED DAMAGES	46
10. SITE INVESTIGATION REPORTS.....	46
11. THE PROCURING ENTITY, LICENSES AND PERMITS.....	46
12. CONTRACTOR’S RISK AND WARRANTY SECURITY.....	47
13. LIABILITY OF THE CONTRACTOR.....	49
14. PROCURING ENTITY’S RISK	49
15. INSURANCE	50
16. TERMINATION FOR DEFAULT OF CONTRACTOR	51
17. TERMINATION FOR DEFAULT OF PROCURING ENTITY	52
18. TERMINATION FOR OTHER CAUSES	52
19. PROCEDURES FOR TERMINATION OF CONTRACTS	54
20. FORCE MAJEURE, RELEASE FROM PERFORMANCE	56
21. RESOLUTION OF DISPUTES.....	57
22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION	57
23. PROCURING ENTITY’S REPRESENTATIVE’S DECISIONS.....	58
24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY’S REPRESENTATIVE.....	58
25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY’S REPRESENTATIVE.....	58
26. EXTENSION OF THE INTENDED COMPLETION DATE	58
27. RIGHT TO VARY	59

28. CONTRACTORS RIGHT TO CLAIM	59
29. DAYWORKS	59
30. EARLY WARNING	60
31. PROGRAM OF WORK	60
32. MANAGEMENT CONFERENCES.....	61
33. BILL OF QUANTITIES.....	61
34. INSTRUCTIONS, INSPECTIONS AND AUDITS.....	61
35. IDENTIFYING DEFECTS	62
36. COST OF REPAIRS.....	62
37. CORRECTION OF DEFECTS.....	62
38. UNCORRECTED DEFECTS.....	62
39. ADVANCE PAYMENT	63
40. PROGRESS PAYMENTS.....	63
41. PAYMENT CERTIFICATES.....	64
42. RETENTION	64
43. VARIATION ORDERS.....	65
44. CONTRACT COMPLETION	67
45. SUSPENSION OF WORK.....	67
46. PAYMENT ON TERMINATION.....	68
47. EXTENSION OF CONTRACT TIME.....	68
48. PRICE ADJUSTMENT	69
49. COMPLETION	70
50. TAKING OVER.....	70
51. OPERATING AND MAINTENANCE MANUALS.....	70

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 LIII**.
- 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 LXXXI**.
- 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**.

XXXV. Interpretation

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. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
3. 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.

XXXVI. Governing Language and Law

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.
2. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

XXXVII. 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.

XXXVIII. Possession of Site

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.
2. If possession of a portion is not given by the date stated in the SCC Clause 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 LXXIX.
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.
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.

XXXIX. The Contractor's Obligations

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.
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.
3. The Contractor shall be responsible for the safety of all activities on the Site.
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.
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. 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.
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.
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.
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.
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.

XL. Performance Security

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 XXXII.2.
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.
3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
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**.
5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause XXXII.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.
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. 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.

XLI. Subcontracting

1. Unless otherwise indicated in the **SCC**, the Contractor cannot subcontract Works more than the percentage specified in **BDS** Clause VIII.1.
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.
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.

XLII. Liquidated Damages

1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
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.
3. 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.

XLIII. 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.

XLIV. Contractor's Risk and Warranty Security

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.
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.
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.
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:
 - (d) 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;
 - (e) 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;

- (f) 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;
 - (g) 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.
 - (h) 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.
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.
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
(i) 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%)
(j) 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%)

(k) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)
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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.
8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 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.

XLV. 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.

XLVI. Procuring Entity's Risk

1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
 - (l) 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.
 - (m) 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.

XLVII. Insurance

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:
 - (n) Contractor's All Risk Insurance;
 - (o) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
 - (p) Personal injury or death of Contractor's employees; and
 - (q) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
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.
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.
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.
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 LXXII until the Contractor complies with this Clause.

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:
 - (r) 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.

XLVIII. Termination for Default of Contractor

1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
 - (vi) 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;
 - (vii) 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
 - (viii) 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.
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.

XLIX. 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:

- (s) 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
- (t) 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.

L. Termination for Other Causes

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.
2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (u) 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;
 - (v) 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;
 - (w) 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;

- (x) 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;
 - (y) 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;
 - (z) The Contractor does not maintain a Security, which is required;
 - (aa) 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 XLII; and
 - (bb) 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.
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.
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 3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

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.

LI. Procedures for Termination of Contracts

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

(cc) 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;

(dd) 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;

(ee) 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;

(ff) 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;

(gg) 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

- (hh) 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.
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:
- (ii) 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”);
 - (jj) 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.

- (kk) 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.
- (ll) 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.
- (mm) 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.

LII. Force Majeure, Release From Performance

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.
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.
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.

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:
 - (nn) any sum to which the Contractor is entitled under **GCC** Clause LX;
 - (oo) the cost of his suspension and demobilization;
 - (pp) any sum to which the Procuring Entity is entitled.
5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

LIII. Resolution of Disputes

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.
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.
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.

LIV. 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:

- (qq) The Procuring Entity is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- (rr) 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 LXXVII.2.

LV. Procuring Entity's Representative's Decisions

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

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

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.
2. The Contractor shall be responsible for design of Temporary Works.
3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

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.
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.

LVIII. Extension of the Intended Completion Date

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.

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.

LIX. Right to Vary

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.
2. Variations shall be valued as follows:
 - (ss) At a lump sum price agreed between the parties;
 - (tt) where appropriate, at rates in this Contract;
 - (uu) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
 - (vv) 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.

LX. Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clause XLV, 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.

LXI. Dayworks

1. Subject to **GCC** Clause LXXV 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.
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.
3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

LXII. Early Warning

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.
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.

LXIII. Program of Work

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.
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.
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.
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.
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.
6. All Variations shall be included in updated Program of Work produced by the Contractor.

LXIV. Management Conferences

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.
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.

LXV. Bill of Quantities

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.
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.
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.
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.

LXVI. Instructions, Inspections and Audits

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.
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.

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.

LXVII. 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.

LXVIII. 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.

LXIX. Correction of Defects

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.
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.
3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
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.

LXX. Uncorrected Defects

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.

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.

LXXI. Advance Payment

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**.
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.
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.
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.
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 1.

LXXII. Progress Payments

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.
2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
 - (ww) Cumulative value of the work previously certified and paid for.
 - (xx) Portion of the advance payment to be recouped for the month.
 - (yy) Retention money in accordance with the condition of contract.
 - (zz) Amount to cover third party liabilities.
 - (aaa) Amount to cover uncorrected discovered defects in the works.
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.

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.
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.

LXXIII. Payment Certificates

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.
2. The Procuring Entity's Representative shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
3. The value of Work executed shall:
 - (bbb) be determined by the Procuring Entity's Representative;
 - (ccc) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - (ddd) include the valuations of approved variations.
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.

LXXIV. Retention

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 2.
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.
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.

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.

LXXV. Variation Orders

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.
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.
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.
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%).

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:
 - (eee) 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.
 - (fff) 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.
 - (ggg) 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.
 - (hhh) 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.
 - (iii) 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.

LXXVI. 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.

LXXVII. Suspension of Work

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.
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:
 - (jjj) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - (kkk) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
 - (lll) 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.
 - (mmm) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.

- (nnn) 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.
- 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.

LXXVIII. Payment on Termination

- 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.
- 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.
- 3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 4. If the Contractor has terminated the Contract under GCC Clauses XLIX or L, the Procuring Entity shall promptly return the Performance Security to the Contractor.

LXXIX. Extension of Contract Time

- 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.

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.
3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
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.
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.

LXXX. 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.

LXXXI. 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.

LXXXII. 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.

LXXXIII. Operating and Maintenance Manuals

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**.
2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date is: <u>one hundred twenty (120) calendar days.</u> <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
1.22	The Procuring Entity is AGRICULTURAL TRAINING INSTITUTE, ATI BUILDING, ELLIPTICAL ROAD, DILIMAN, QUEZON CITY, METRO MANILA.
1.23	The Procuring Entity's Representative is: DIRECTOR ALFREDO S. ATON, Officer-in-Charge, Director, Agricultural Training Institute.
1.24	The Site is located at ATI Compound, Elliptical Road, Diliman, Quezon City, Metro Manila and is defined in drawings No. A01, page 01.
1.28	The Start Date is: <i>NOTE: The start date shall be the date of receipt of the Notice to Proceed.</i>
1.31	The Works consist of IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS AT THE ATI-CENTRAL OFFICE located in at Elliptical Road, Diliman, Quezon City.
XXXV.2	<i>If different dates are specified for completion of the Works by section ("sectional completion"), these dates should be listed here</i>
XXXVIII.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>upon issuance of the Notice to Proceed.</i>
XXXIX.5	The Contractor shall employ the following Key Personnel: <i>[List key personnel by name and designation]</i> <i>NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing.</i>
(c)	No further instructions.
XL.7	No further instructions.
XLI.1	No further instructions.
XLII.3	The site investigation reports are: <i>[list here or state none]</i>
XLIV.3	No further instructions.
XLIV.5	<i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas,</i>

	<p><i>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> <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>
XLV	<p><i>State here “No additional provision.” or, if the Contractor is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.”</i></p>
18.3(h)(i)	<p>No further instructions.</p>
LIII.2	<p>The Arbiter is: Upon mutual consent of both parties. In case of disagreement, a representative from the DPWH shall be consulted.</p>
LXI.1	<p>Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p>
LXIII.1	<p>The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within three (3) calendar days of delivery of the Notice of Award.</p>
LXIII.3	<p>The period between Program of Work updates is <i>[insert number]</i> days. The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i>.</p>
LXVI.3	<p>The Funding Source is the <i>Government of the Philippines</i>.</p>
LXXI.1	<p>The amount of the advance payment is 15% of the Contract Amount.</p>
LXXII.1	<p>Materials and equipment delivered on the site but not completely put in place shall be included for payment.</p>
1	<p>The date by which operating and maintenance manuals are required is <i>[date]</i>.</p> <p>The date by which “as built” drawings are required is <i>[date]</i>.</p>
2	<p>The amount to be withheld for failing to produce “as built” drawings and/or operation and maintenance manuals by the date required is <i>[amount in local currency]</i>.</p>

Section VI. Specifications

SECTION VI. SPECIFICATIONS

I. GENERAL REQUIREMENTS

SECTION 1.1 Summary of Works

This includes the furnishing of all materials, labors, tools and equipment and the performance of all operations necessary for the **Improvement of Road Pavement and Grounds** at the **Agricultural Training Institute – Central Office, Diliman, Quezon City**, all in accordance with the plans and specifications, and subject to the terms and conditions of the contract documents.

SECTION 1.2 Mobilization and Mobilization

The contractor upon receipt of the Notice to Proceed shall immediately mobilize and transport his plant, equipment, materials and employees to the site and demobilized or remove the same at the completion of the project.

SECTION 1.3 Contractor's Facilities & Utilities

1.3a **Field Office**

During the performance of the contract, the Contractor shall construct and maintain a field office and facilities at the site of the work at which he or his authorized agent shall be holding office at all times, while the work is in progress. The location dimensions and layout of such office shall be subject to approval. Construction shanties, sheds and temporary facilities provided as required for the Contractors convenience shall be maintained in good condition and neat appearance including finishes as required.

The contractor shall be responsible for the maintenance and protection of all facilities to be provided during the entire duration of the Contract including provision of adequate stock of all expendable items, such as light bulbs, equipment and supplies, etc. at all times to ensure proper and continuous functioning of all the facilities.

1.3b **Temporary Light and Power**

The Contractor shall provide and maintain temporary electrical services including installation of temporary power & lighting within the construction site. The electrical services shall be adequate in capacity to supply power to construction tools and equipment without overloading the temporary facilities and shall be made available to supply power, lighting and construction operation of all trades.

All temporary equipment and wiring for power and lighting shall be in accordance with the applicable provisions of the local governing codes. At the completion of the construction works all temporary wiring, lighting, equipment and devices shall be removed.

1.3c Temporary Toilet

The contractor shall provide (if not available) and maintain in sanitary condition enclosed toilet for the use of all construction personnel located within the contract limits, complete fixtures, water and sewer connections and appurtenance.

1.3d Temporary Water Supply

The contractor shall provide and maintain water supply service, complete with necessary connections and appurtenances. Installed water supply shall be used as a source of water for construction purposes subject to the approval of the ATI Representative/Engineer/Architect.

1.3e Disposal Area

The proposed location of disposal area shall be at the site designated by the ATI Representative. It is the responsibility of the contractor to dispose off site all construction debris and considered in the preparation of his proposal.

1.3f As-built Drawing

The contractor shall produce and supply of three (3) hard copies of a full set of "As-built" drawing and provide electronic file (in CAD format) in USB flash drive. The contractor may allow up to 15 days after target completion date. These shall include correctly amended version of all Contract Drawing to freely and accurately describe the As-built condition of all elements of the project within the Contractor's scope of work, to the approval of the ATI Representative. All Drawing shall be cleared marked "AS BUILT".

1.3g Project Identification and Signage

The contractor shall provide and maintain a tarpaulin signboard which must be suitably framed for outdoor display at the project location, and shall be posted as soon the award has been made.

SECTION 1.4

Temporary Works & Services

1.4a Security

Efficient watchman shall be provided for watching over the site and on the works from the theft, day and night. Temporary lighting shall be provided to light up hoarding and scaffoldings to prevent unauthorized entry in the buildings/site.

1.4b **Screens**

Where works is carried out in or adjacent to existing buildings, protection shall be provided against the spread of dust and other nuisance by means of dust sheets, tarpaulins, boards and the like.

Safety screen net and scaffolding should protect/prevent person from falling down, or to avoid hurting people of property from falling debris from on-going construction. Contractor shall submit proposed layout for safety net & scaffolding for ATI Architect's/Engineer's approval.

1.4c **Scaffolding**

All scaffolding, screens, covering, screen framings and the like shall be properly constructed, wedged, braced, secured and maintained in accordance with the best local practice. All materials shall be of good quality and of adequate strength and stability to carry the loads to be sustained.

Metal scaffold system shall be a scaffold system constructed, as required, with working platform adequately supported and other ancillary members including guardrails, toe boards, access ladders, slope catch-fans, safety screen, anchors, support brackets, foundation and the like; and all the structural members of the scaffolding system shall be metal.

The scaffold system shall provide a suitable and sufficient safe means of access and workplace for carrying out work which cannot be conveniently executed from the ground or from a floor in a building, or from a ladder, etc.

The scaffold system shall be used for all construction, alteration, repair and maintenance works. Unless other specified, other alternative scaffolding may be used for screening purposes.

The contractor shall be responsible for the design, planning and coordination, transportation, fabrication, erection, maintenance alteration and dismantling of the scaffold system.

Scaffolding shall be inspected on regular basis, with submission of inspection form and certification by the competent and qualified person as per the statutory requirements.

SECTION 1.5 **Coordination**

1.5a **Supervision**

The contractor must employ only **competent and efficient key personnel** experienced in their specialization.

All personnel/laborers shall wear **proper uniform and ID's** when entering and within ATI premises.

1.5b **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 of workers, or loss of properties.

Sufficient safety helmets, rubber boots, safety shoes, safety belt/harness, lifeline, umbrella, protective and waterproof clothing, personal protective devices such as ear mufflers and glasses and other safety equipment necessary by reason of hazardous work process or environment, chemical or radiological or other mechanical irritants of hazard capable causing injury or impairment in the function of any part of the body through absorption, inhalation or physical agent shall be provided by the contractor for the use of workers, the ATI representatives and other authorized persons visiting the site.

1.5c **Parking and loading/unloading**

Availability, locations and time of use of parking and loading/unloading shall be agreed with and approved by the ATI representatives.

SECTION 1.6

Regulatory and Other Requirements

1.6a **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:

- a. Permits and Fees
- b. Materials Testing
- c. 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.

1.6b **Project / Technical Meetings**

Pre-Construction Conferences

A pre-construction meeting between the Implementing Office, or ATI representatives, and the Contractor shall be held at the site prior to the commencement of works.

The meeting shall be for the purpose of:

- Resolving current problems;
- Further orienting the contractor to the requirements of the Drawings and Specifications;
- Working out with the contractor a general schedule of supervision.

Progress Meeting

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

1.6c **Progress Report**

The Contractor shall prepare and submit progress reports to the Implementing Office every **30 days (1 month)** after the start of the project up to its completion, showing the work completed, work remaining to be done, status of construction equipment and materials at the site.

1.6d **Survey Data**

The Contractor shall layout his work from established based lines and bench mark indicated in the drawing and shall be responsible for all measurement in connection therewith. The Contractor shall furnish at his own expense, all stakes, templates, platforms, equipment, tools, materials and labor as may be required in laying out any part of the work, out of established based lines and bench mark. It shall be the responsibility of the Contractor to maintain and preserve all stakes and other marks until he is authorized to remove them. If such marks are destroyed by the Contractor through his negligence prior to the authorized removal, they shall be replaced at the expense of the Contractor.

1.6e **Cleaning-up**

The Contractor shall all times keep the construction area including storage area used by him free from accumulations of waste materials material or rubbish. Upon completion of the construction, the Contractor shall leave the work and premises in clean, neat womanlike conditions satisfactory to the Implementing Office or its representative.

Demobilization

1.6f **Documents to be submitted**

➤ **Construction Schedule**

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

➤ **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.

➤ **Close-Out Report**

Upon completion of the works the Contractor shall furnish ATI (Agricultural Training Institute) the required Close-Out Report shall be as prerequisite for the processing of the final payment.

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

1. **“As-Built” Plans** – three (3) copies in print (A1-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.
2. **Material Book** containing Materials Sample Approval Form, and list of all materials used, with corresponding pictures and description; Provide Table of Contents neatly typed, in complete and orderly sequence. Include complete information for each of the following:
 - (a) Product or work item;
 - (b) Firm, with name of principal, address, and telephone number;
 - (c) Scope;
 - (d) Date of beginning of warranty or service and maintenance contract;
 - (e) Duration of warranty or service maintenance contract;
 - (f) Proper procedure in case of failure;
 - (g) Instances which might affect validity of warranty or bond; and
 - (h) Contractor, name or responsible principal, address, and telephone number.
3. **Pictures of Work Progress** (in print and in CD for electronic copy)
4. **Report of the result of all conducted test**
5. **Daily Log Book**

II. SITE PREPARATION

SECTION 2.1

Clearing, Dismantling and Demolition

2.1a General

- Scope

Consist of furnishing all labor, materials, equipment, plant and other facilitates required to complete the demolition, dismantling and removal of existing structures and facilities as shown in contract documents/ plans which may affect the proper performance of the work. This also includes the turnover of reusable materials to ATI, clearing and disposal of debris as per the ATI Representative/ Architect / Engineer.

- Protection

- a. **Barricades:** Furnish and install any necessary barricades to protect the public or workmen during demolition and dismantling of each structure or part thereof. Barricades to keep the public out of demolition areas shall be left in place until removed by the Contractor after they are no longer required for protection.
- b. **Sidewalk overhead protection:** The contractor must provide overhead protection around the building, while working is occurring, to protect pedestrian from falling debris.

- c. Warning Signs: Provide necessary warning signs and lights.

2.1b Clearing

All work under this item shall be done in accordance with these Specifications and in conformity with the plans.

In developed and semi-developed areas where derivable streets exist and where the project calls for grading and/or paving, the limits of clearing include the area covered by the improvement. Buildings, fences, lumber piles, trash and obstructions with the exception of utility poles within the area to be cleared shall be removed and properly disposed off by the Contractor.

Tress, shrubbery and flower beds designated by the Engineer are left in place and care shall be taken by the Contractor no to damage or injure such trees, shrubbery or flower beds by any of his operations. Where required by the ATI Representative, the Contractor shall construct temporary fencing to keep equipment away from tree roots. The Contractor shall construct all temporary fences, gates, telephone lines or other structures necessary to provide temporary service during the progress of the work. All buildings, fences, trees, curbs or other properties, which are not to be removed from the right-of-way, shall be protected during the progress of the Work. The Contractor shall not cut or remove shrubs or trees without the prior approval of the ATI Representative.

The Contractor shall be responsible for all damages to existing improvements resulting from the Contractor's operations.

2.1c Grubbing

Where sewer, water, electric, telephone, steam, gas and similar underground services into residences are imperilled by stump removal, the utility agency affected cuts the service and replaces the same at no cost to the Contractor. Where telephone cable and/or ducts, water mains, gas mains, steam mains, and sewer trunks exist and are likely to be damaged, special care shall be taken and roots of stump are cut off in such a manner that the existing utility installations are not damaged in any way.

Regardless of the co-operation of affected agencies and utilities, the Contractor shall be responsible for any damage to service and utilities that are attributable to the Contractor's operations and shall be responsible for the necessary repairs.

Any damage resulting from the Contractor's operations to existing improvements within the area to be grubbed, but which are not required to be removed by the grubbing shall be repaired by the Contractor at his expense. The Contractor shall not be held responsible for damage to such improvements if the damage occurred previous to beginning of the Contract.

2.1c Stripping

The Contractor shall be required to strip, stockpile and re-spread the material as directed by the ATI Representative.

The Contractor shall ensure that sub-soils do not get mixed in with the topsoil.

2.1e Execution

1. Demolition and Dismantle

- a. Demolish and dismantle structures into sections and dispose them properly and promptly at designated areas or as directed.
- b. Avoid accumulation of dismantled materials and work demolished on area that will create heavy load to carry to any structure members.
- c. Care should be taken to protect and maintain all materials and other existing parts such as walls and utilities like conduits, drains, sewers, pipe and wires that are to remain in place. Any damage done in the performance of the work shall be replaced and corrected at the expense of the Contractor.
- d. Execute demolition and dismantling works in an orderly manner with due consideration to neighbor and public.
- e. All usable materials taken from the demolition shall be turn over to the Implementing Office.

2. Structure(s) to be retained

Parts of existing structure(s) which are to be kept in place shall be adequately protected.

Debris shall not overload any part of the structure which is not to be demolished.

3. Partly demolished structure(s)

Partly demolished structure(s) shall be kept in a stable condition, with adequate temporary support at each stage to prevent risk of uncontrollable collapse. Debris shall not overhead scaffolding platforms. Access of unauthorized persons to partly demolished structure(s) shall be prevented. Partly demolished structures shall be left safe outside working hours.

4. Clean up

1. Remove from the project site all rubbish and debris found thereon and all materials and debris resulting from dismantling and demolition.
2. Leave site in safe and clean condition.

III. EARTH WORKS

SECTION 3.1 General

3.1a Scope

The work includes all labor, materials, tools and equipment necessary in accordance with these specifications and as shown on the Drawing.

3.1b Common Excavation

This means the excavating, hauling, placing and compacting in embankments of materials which are not classified as "topsoil" and/or "rock excavation" within the limits of the Contract.

3.1c Waste Excavation

This means the excavating, hauling, disposing and levelling, within the limits of the Contract and at the designated disposal areas, of materials which are surplus or unsuitable, but not of materials classified as "topsoil" and/or "rock excavation."

3.1d Stripping

Stripping is defined as the excavation, hauling and stockpiling (or immediate re-spreading) within the Contract limits of all organic material considered as topsoil or loam.

3.1e Re-spreading

Re-spreading is defined as the hauling and spreading of topsoil which has previously been stripped and stockpiled.

3.1f Benching

Where embankments are required on hillsides or where a new fill must be applied on an existing embankment, the slopes of the original ground or embankment (except rock embankment) shall be terraced or stepped by approved means before filling shall commence.

3.1g Grading

The Contractor does all excavation of whatever substance is encountered to the depth and grades established by the ATi Engineer/Architect. After excavation has been completed, the sub-grade shall conform to design section and grade

3.1h Excavation

Approaches to the project shall be excavated to the limits indicated on the plans. This excavation shall be made in conjunction with the street excavation and in such a manner as to provide for easy and safe access for local and emergency traffic at all times. Where existing roads are to be excavated and are presently surfaced with asphalt concrete or bituminous mats on earth or granular base, these surfaces are considered as part of the excavation unless otherwise specified in the special provisions. Where existing road pavements extend behind the new curb line, the Contractor shall also be required to neatly remove the pavement as part of the excavation.

Where the ATI Representative deems sub-grade material unsatisfactory, excavation below grade shall be required to such depths as he may déect. Excavation below grade shall be of the same classification as that above it provided it is removed in the same operation as the normal excavation. The sides

of extra depth excavation are sloped at a maximum slope of three units horizontal to one unit vertical

The ATI Representative reserves the right to steepen the side-slopes of the sub-excavation in order to conserve material. Material deposited and compacted in the sub-cut shall be considered as material deposited and compacted in an embankment.

Where the Contractor has completed the roadway excavation and is required to return to remove unsuitable material, or where the additional depth requires special equipment because of the presence of shallow utilities or other unforeseen conditions, the work shall be performed as directed and a payment for excavation below grade. If the excavation below grade is required because of negligence on part of the Contractor, the necessary excavation below grade and the backfilling required to restore the surface satisfactorily shall be at the Contractor's expense.

3.1i Disposal

All waste materials shall be properly disposed of at approved recycling sites, landfill sites or other approved Waste Management sites. At the direction of the Engineer suitable excess fill material may be stockpiled in designated areas.

3.1j Embankment

All materials used in embankments or for any other purpose are subject to the Engineer's approval. The material composing the embankments shall be entirely imperishable. Wherever the natural surface upon which the embankment shall be placed is of such nature as, in the judgment of the Engineer, to impair the stability or usefulness of the street, the natural surface shall be stabilized or removed and disposed of as the Engineer may direct.

3.1k Compaction

Embankments are constructed in compacted layers of uniform thickness. The layers are carried up full width from the bottom of the embankment to avoid widening the edges after the centre is brought to grade.

Embankments are compacted with modern, efficient, compacting units capable of compacting each lift of the material to the specified density. The right shall be reserved for the Engineer to order the use of any particular compacting unit discontinued if it is not capable of compacting the material to the required density in a reasonable time. Hauling equipment shall not be accepted in lieu of compaction equipment. Water added to the fill material for compaction purposes shall be free from deleterious materials.

At all locations that are inaccessible to a roller, the embankment shall be brought up in horizontal layers and compacted thoroughly with mechanical tampers. The horizontal layers shall not exceed 200 mm in loose thickness.

3.1l Subgrade Preparation

In any area where fill is required, the fill shall be compacted to a minimum of 97.0 percent of maximum density as determined by ASTM Designation D 698 (Moisture Density Relationships of Soils) and then fine graded.

In cut areas, prior to placing any gravel, the sub-grade shall be scarified to the depth of 150 mm and compacted to a minimum of 97.0 percent of its maximum density as determined by ASTM Designation D 698 (Moisture Density Relationships of Soils).

3.1m Granular Base Course and Sub-Base Course Gravel

This section specifies requirements for supplying, producing, hauling, placing and compacting processed gravel or quarried stone as a granular base or sub-base to lines, grades and typical cross sections or as otherwise directed.

Granular sub-base is defined as the initial layer of granular material placed upon prepared sub-grade to form an integral part of the total pavement structure.

Granular base is defined as the layer of granular material placed upon the compacted granular sub-base or prepared sub-grade to form an integral part of the total pavement

➤ **Granular Base**

Crushed stone or gravel shall consist of hard, durable, angular particles, and shall be free of clay lumps, cementation, organic material, frozen material and other deleterious materials.

➤ **Granular Sub-Base**

Crushed stone or gravel shall consist of hard, durable, angular particles, and shall be free of clay lumps, cementation, organic material, frozen material, and other deleterious materials.

➤ **Execution**

1. **Preparation**

The Contractor shall maintain the sub-grade to the specified section, free from ruts and undulations until granular sub base material is placed. The sub-grade shall be in a dry condition and must be approved by the Engineer before gravel is placed. The depositing of granular base or sub-base on a soft, muddy or rutted sub-grade shall not be permitted.

2. **Placement**

Material shall only be placed properly shaped and compacted. Placing methods shall not promote segregation or degradation of the aggregate. Approved methods shall be used to create uniform windrows of material along a crown line or high side of a one-way slope.

Each layer shall be placed to a smooth comour and compacted to the specified density before a succeeding layer is placed. Areas where material becomes segregated shall be removed and replaced.

3. **Compacting**

Granular sub-base and base coarse materials shall be conditioned to be within -3 and +1 percent of the optimum moisture content of the material

Compaction shall achieve densities of not less than 98% of maximum dry density.

Granular base and sub-base shall be shaped and compacted alternately to obtain a smooth, even, and uniformly compacted base.

In areas not accessible to rolling equipment, the specified density shall be achieved using approved mechanical tampers.

4. **Finish Tolerance**
Finished sub-base and base surfaces shall be within plus or minus 10 mm of established grade, but not uniformly high or low.

Surface irregularities shall be corrected by loosening and adding or removing materials until the surface is within the specified tolerances.

IV. PORTLAND CEMENT CONCRETE PAVEMENT

SECTION 4.1

General

4.1a Scope

This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross-section shown on the Plans.

SECTION 4.2

Minimum Requirements

4.2a Portland Cement

It shall conform to the applicable requirements of Item 700, Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the Engineer. However, the use of Portland Pozzolan Cement Type IP meeting the requirements of AASHTO M 240/ASTM C 695, Specifications for Blended Hydraulic Cement shall be allowed, provided that trial mixes shall be done and that the mixes meet the concrete strength requirements, the AASHTO/ASTM provisions pertinent to the use of Portland Pozzolan Type IP shall be adopted.

Cement which for any reason has become partially set or which contains lumps of caked cement will be rejected. Cement salvaged from discarded or used bags shall not be used. Samples of Cement shall be obtained in accordance with AASHTO T 127.

4.2b Fine Aggregates

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable

particles. Pine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer.

It shall not contain more than three (3) mass percent of material passing the 0.075 mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer.

If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent.

The fine aggregate shall be free from injurious amounts of organic impurities. If subjected to the colorimetric test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO 71, the fine aggregate may be used if the relative strength at 7 and 28 days is not less than 95 mass percent.

4.2c Coarse Aggregate

If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent.

It shall consist of crushed stone, gravel, blast furnace slag, or other approved inert materials of similar characteristics, or combinations thereof, having hard, strong, durable pieces and free from any adherent coatings.

It shall contain not more than one (1) mass percent of material passing the 0.075 mm (No. 200) sieve, not more than 0.25 mass percent of clay lumps, nor more than 3.5 mass percent of soft fragments.

If the coarse aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 12 mass percent.

It shall have a mass percent of wear not exceeding 40 when tested by AASHTO T 96. If the slag is used, its density shall not be less than 1120 kg/m³ (70 lb./cu. ft.).

Only one grading specification shall be used from any one source.

4.2d Water

Water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of Item 714, Water. Water which is drinkable may be used without test. Where the source of water is shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

4.2e Reinforcing Steel

It shall conform to the requirements of Item 404, Reinforcing Steel. Dowels and tie bars shall conform to the requirements of AASHTO M 31 or M 42, except that rail steel shall not be used for tie bars that are to be bent and restraighten during

construction Tie bars shall be deformed bars. Dowels shall be plain round bars. Before delivery to the site of work, one-half of the length of each dowel shall be painted with one coat of approved lead or tar paint.

The sleeves for dowel bars shall be metal of approved design to cover 50 mm (2 inches), plus or minus 5 mm (1/4 inch) of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at last 25 mm (1 inch) from the end of the dowel. Sleeves shall be of such design that they do not collapse during construction.

4.2f Joint Filler

Poured joint fillers shall be mixed asphalt and mineral or rubber filler conforming to the applicable requirements of Item 705, Joint Materials. Prefomed joint filler shall conform to the applicable requirements of Item 705. It shall be punched to admit the dowels where called for in the Plans. The filler for each joint shall & furnished in a single piece for the full depth and width required for the joint.

4.2g Storage of Cement and Aggregate

All cement shall be stored immediately upon delivery at the Site, in weatherproof building which will protect the cement from dampness. The floor shall be raised from the ground. The buildings shall be placed in locations approved by the Engineer. Provisions for storage shall be ample and the shipments of cement as received shall be separately stored in such a manner as to allow the earliest deliveries to be used first and to provide easy access for identification and inspection of each shipment. Storage buildings shall have capacity for storage of a sufficient quantity of cement to allow sampling at least twelve (12) days before the cement is to be used.

Bulk cement, if used, shall be transferred to elevated air tight and weatherproof bins. Stored cement shall meet the test requirements at any time after storage when retest is ordered by the Engineer. At the time of use, all cement shall be free-flowing and free of lumps.

The handling and storing of concrete aggregates shall be such as to prevent segregation or the inclusion of foreign materials. The Engineer may require that aggregates be stored on separate platforms at satisfactory locations.

In order to secure greater uniformity of concrete mix, the Engineer may require that the coarse aggregate be separated into two or more sizes. Different sizes of aggregate shall be stored in separate bins or in separate stockpiles sufficiently removed from each other to prevent the material at the edges of the piles from becoming intermixed.

4.2h Proportioning, Consistency and Strength of Concrete

The Contractor shall prepare the design mix based on the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1, "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete".

It is the intent of this Specification to require at least 364 kg of cement per cubic meter of concrete to meet the minimum strength requirements. The Engineer shall determine from laboratory tests of the materials to be used, the cement content and the proportions of aggregate and water that will produce workable concrete having a slump of between 40 and 75 mm (1-1/2 and 3 inches) if not vibrated or between 10 and 40 mm (1/2 and 1-1/2 inches) if vibrated, and a flexural strength of not less than 3.8 MPa (550 psi) when tested by the thirdpoint method or 4.5 MPa (650 psi) when tested by the mid-point method at fourteen (14) days 84 in accordance with AASHTO T97 and T177, respectively; or a compressive strength of 24.1 MPa (3500 psi) for cores taken at fourteen (14) days and tested in accordance with AASHTO T24.

Slump shall be determined using AASHTO T 119.

The designer shall consider the use of lean concrete (econcrete) mixtures using local materials or specifically modified conventional concrete mixes in base course and in the lower course composite, monolithic concrete pavements using a minimum of 75 mm (3 inches) of conventional concrete as the surface course.

The mix design shall be submitted to the Engineer for approval and shall be accompanied with certified test data from an approved laboratory demonstrating the adequacy of the mix design. A change in the source of materials during the progress of work may necessitate a new design material at the edges of the piles from becoming intermixed.

SECTION 4.3 Construction Requirements

4.3a **Quality Control**

➤ General

The Contractor shall be responsible for the quality control of all materials during the handling, blending, and mixing and placement operations.

➤ Qualification of the Workmen

Experienced and qualified personnel shall perform all hatching or mixing operation for the concrete mix, and shall be present at the plant and job site to control the concrete productions whenever the plant is in operation.

4.3b **Equipment**

Equipment and tools necessary for handling materials and performing all parts of the work shall be approved by the Engineer as to design, capacity and mechanical condition. The equipment shall be at the jobsite sufficiently ahead of the start of construction operations to be examined thoroughly and approved.

4.3c **Preparation of Grade**

After the subgrade of base has been placed and compacted to the required density, the areas which will support the paving machine and the grade on which the pavement is to be constructed shall be trimmed to the proper elevation by means of a properly designed machine extending the prepared work areas

compacted at least 60 cm beyond each edge of the proposed concrete pavement. If loss of density results from the trimming operations, it shall be restored by additional compaction before concrete is placed. If any traffic is allowed to use the prepared subgrade or base, the surface shall be checked and corrected immediately ahead of the placing concrete.

The subgrade or base shall be uniformly moist when the concrete is placed.

4.3d **Setting Forms**

➤ Base Support

The foundation under the forms shall be hard and true to grade so that the form when set will be firmly in contact for its whole length and at the specified grade. (Any roadbed, which at the form line is found below established grade, shall be filled with approved granular materials to grade in lifts of three (3) cm or less, and thoroughly rerolled or tamped.) Imperfections or variations above grade shall be corrected by tamping or by cutting as necessary.

➤ Form Setting

Forms shall be set sufficiently in advance of the point where concrete is being placed. After the forms have been set to correct grade, the grade shall be thoroughly tamped, mechanically or by hand, at both the inside and outside edges of the base of the forms. The forms shall not deviate from true line by more than one (1) cm at any point.

➤ Grade and Alignment

The alignment and grade elevations of the forms shall be checked and corrections made by the Contractor immediately before placing the concrete. Testing as to crown and elevation, prior to placing of concrete can be made by means of holding an approved template in a vertical position and moved backward and forward on the forms.

When any form has been disturbed or any grade has become unstable, the form shall be reset and rechecked.

4.3e **Conditioning of Subgrade or Base course**

When side forms have been securely set to grade, the subgrade or base course shall be brought to proper cross-section. High arms shall be trimmed to proper elevation. Low areas shall be filled and compacted to a condition similar to that of surrounding grade. The finished grade shall be maintained in a smooth and compacted condition until the pavement is placed.

Unless waterproof subgrade or base course cover material is specified, the subgrade or base course shall be uniformly moist when the concrete is placed. If it subsequently becomes too dry, the subgrade or base course shall be sprinkled, but the method of sprinkling shall not be such as to form mud or pools of water.

4.3f **Handling, Measuring and Batching Materials**

The batch plant site, layout, equipment and provisions for transporting material shall be such as to assure a continuous supply of material to the work. Stockpiles shall be built up in layers of not more than one (1) meter in thickness. Each layer

shall be completely in place before beginning the next which shall not be allowed to “cone” down over the next lower layer. Aggregates from different sources and of different grading shall not be stockpiled together.

All washed aggregates and aggregates produced or handled by hydraulic methods, shall be stockpiled or binned for draining at least twelve (12) hours before being hatched.

When mixing is done at the side of the work, aggregates shall be transported from the hatching plant to the mixer in batch boxes, vehicle bodies, or other containers of adequate capacity and construction to properly carry the volume required. Partitions separating batches shall be adequate and effective to prevent spilling from one compartment to another while in transit or being dumped. When bulk cement is used, the Contractor shall use a suitable method of handling the cement from weighing hopper to transporting container or into the batch itself for transportation to the mixer, with chute, boot or other approved device, to prevent loss of cement, and to provide positive assurance of the actual presence in each batch of the entire cement content specified.

Bulk cement shall be transported to the mixer in tight compartments carrying the full amount of cement required for the batch. However, if allowed in the Special Provisions, it may be transported between the fine and coarse aggregate. When cement is placed in contact with the aggregates, batches may be rejected unless mixed within 1-1/2 hours of such contact. Cement in original shipping packages may be transported on top of the aggregates, each batch containing the number of sacks required by the job mix.

The mixer shall be charged without loss of cement. Batching shall be so conducted as to result in the weight to each material required within a tolerance of one (1) percent for the cement and two (2) percent for aggregates.

Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not over than one (1) percent. Unless the water is to be weighed, the water-measuring equipment shall include an auxiliary tank from which the measuring tank shall be equipped with an outside tap and valve to provide checking the setting, unless other means are provided for readily and accurately determining the amount of water in the tank. The volume of the auxiliary tank shall be at least equal to that of the measuring tank.

4.3g **Mixing Concrete**

The concrete may be mixed at the site of the work in a central-mix plant, or in truck mixers. The mixer shall be of an approved type and capacity. Mixing time will be measured from the time all materials, except water, are in the drum. Ready-mixed concrete shall be mixed and delivered in accordance with requirements of AASHTO M 157, except that the minimum required revolutions at the mixing speed for transit-mixed concrete may be reduced to not less than that recommended by the mixer manufacturer. The number of revolutions recommended by the mixer manufacturer shall be indicated on the manufacturer's serial plate attached to the mixer. The Contractor shall furnish

test data acceptable to the Engineer verifying that the make and model of the mixer will produce uniform concrete conforming to the provision of AASHTO M 157 at the reduced number of revolutions shown on the serial plate.

When mixed at the site or in a central mixing plant, the mixing time shall not be less than fifty (50) seconds nor more than ninety (90) seconds, unless mixer performance tests prove adequate mixing of the concrete in a shorter time period.

Four (4) seconds shall be added to the specified mixing time if timing starts at the instant the drum reaches its maximum raised position. Mixing time ends when the discharge chute opens.

Transfer time in multiple drum mixers is included in mixing time. The contents of an individual mixer drum shall be removed before a succeeding batch is emptied therein.

The mixer shall be operated at the drum speed as shown on the manufacturer's name plate attached on the mixer. Any concrete mixed less than the specified time shall be discarded and disposed of by the Contractor at his expense. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity in cubic metre, as shown on the manufacturer's standard rating plate on the mixer, except that an overload up to ten (10) percent above the mixer's nominal capacity may be permitted provided concrete test data for strength, segregation, and uniform consistency are satisfactory, and provided no spillage of concrete takes place.

The batches shall be so charged into the drum that a portion of the mixing water shall be entered in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first fifteen (15) seconds of the mixing period. The throat of the drum shall be kept free of such accumulations as may restrict the free flow of materials into the drum.

Mixed concrete from the central mixing plant shall be transported in truck mixers, truck agitators or non-agitating trucks specified in Subsection 311.3.2, Equipment. The time elapsed from the time water is added to the mix until the concrete is deposited in place at the Site shall not exceed forty five (45) minutes when the concrete is hauled in non-agitating trucks, nor ninety (90) minutes when hauled in truck mixers or truck agitators, except that in hot weather or under other conditions contributing to quick hardening of the concrete, the maximum allowable time may be reduced by the Engineer.

In exceptional cases and when volumetric measurements are authorized for small projects requiring less than 75 cu.m of concrete per day of pouring, the weight proportions shall be converted to equivalent volumetric proportions. In such cases, suitable allowance shall be made for variations in the moisture condition of the aggregates, including the bulking effect in the fine aggregate. Batching and mixing shall be in accordance with ASTM C 685, Section 6 through 9.

Concrete mixing by chute is allowed provided that a weighing scales for determining the batch weight will be used.

Retempering concrete by adding water or by other means shall not be permitted, except that when concrete is delivered in truck mixers, additional water may be added to the batch materials and additional mixing performed to increase the slump to meet the specified requirements, if permitted by the Engineer, provided all these operations are performed within forty-five (45) minutes after the initial mixing operation and the water-cement ratio is not exceeded. Concrete that is not within the specified slump limits at the time of placement shall not be used. Admixtures for increasing the workability or for accelerating the setting of the concrete will be permitted only when specifically approved by the Engineer.

4.3h **Limitation of Mixing**

No concrete shall be mixed, placed or finished when natural light is insufficient, unless an adequate and approved artificial lighting system is operated.

During hot weather, the Engineer shall require that steps to be taken to prevent the temperature of mixed concrete from exceeding a maximum temperature of 900 F (320 C).

Concrete not in place within ninety (90) minutes from the time the ingredients were charged into the mixing drum or that has developed initial set shall not be used. Retempering of concrete or mortar which has partially hardened, that is remixing with or without additional cement, aggregate, or water, shall not be permitted.

In order that the concrete may be properly protected against the effects of rain before the concrete is sufficiently hardened, the Contractor will be required to have available at all times materials for the protection of the edges and surface of the unhardened concrete.

4.3i **Placing Concrete**

Concrete shall be deposited in such a manner to require minimal rehandling. Unless truck mixers or non-agitating hauling equipment are equipped with means to discharge concrete without segregation of the materials, the concrete shall be unloaded into an approved spreading device and mechanically spread on the grade in such a manner as to prevent segregation. Placing shall be continuous between transverse joints without the use of intermediate bulkheads. Necessary hand spreading shall be done with shovels, not rakes. Workmen shall not be allowed to walk in the freshly mixed concrete with boots or shoes coated with earth or foreign substances.

When concrete is to be placed adjoining a previously constructed lane and mechanical equipment will be operated upon the existing lane, that previously constructed lane shall have attained the strength for fourteen (14) day concrete. If only finishing equipment is carried on the existing lane, paving in adjoining lanes may be permitted after three (3) days.

Concrete shall be thoroughly consolidated against and along the faces of all forms and along the full length and on both sides of all joint assemblies, by means of vibrators inserted in the concrete. Vibrators shall not be permitted to come in contact with a joint assembly, the grade, or a side form. In no case shall the vibrator be operated longer than fifteen (15) seconds in any one location.

Concrete shall be deposited as near as possible to the expansion and contraction joints without disturbing them, but shall not be dumped from the discharge bucket or hopper into a joint assembly unless the hopper is well centered on the joint assembly. Should any concrete material fall on or be worked into the surface of a complete slab, it shall be removed immediately.

4.3j **Joints**

Joints shall be constructed of the type and dimensions, and at the locations required by the Plans or Special Provisions. All joints shall be protected from the intrusion of injurious foreign material until sealed.

) Longitudinal Joint

Deformed steel tie bars of specified length, size, spacing and materials shall be placed perpendicular to the longitudinal joints, they shall be placed by approved mechanical equipment or rigidly secured by chair or other approved supports to prevent displacement. Tie bars shall not be painted or coated with asphalt or other materials or enclosed in tubes or sleeves. When shown on the Plans and when adjacent lanes of pavement are constructed separately, steel side forms shall be used which will form a keyway along the construction joint. Tie bars, except those made of rail steel may be bent at right angles against the form of the first lane constructed and straightened into final position before the concrete of the adjacent lane is placed, or in lieu of bent tie bars, approved two-piece connectors may be used.

Longitudinal formed joints shall consist of a groove or cleft, extending downward from and normal to, the surface of the pavement. These joints shall be effected or formed by an approved mechanically or manually operated device to the dimensions and line indicated on the Plans and while the concrete is in a plastic state. The groove or cleft shall be filled with either a premolded strip or poured material as required.

The longitudinal joints be continuous, there shall be no gaps in either transverse or longitudinal joints at the intersection of the joints.

Longitudinal sawed joints shall be cut by means of approved concrete saws to the depth, width and line shown on the Plans. Suitable guide lines or devices shall be used to assure cutting the longitudinal joint on the true line. The longitudinal joint shall be sawed before the end of the curing period or shortly thereafter and before any equipment or vehicles are allowed on the pavement. The sawed area shall be thoroughly cleaned and, if required, the joint shall immediately be filled with sealer.

Longitudinal pavement insert type joints shall be formed by placing a continuous strip of plastic materials which will not react adversely with the chemical constituent of the concrete.

) Transverse Expansion Joint

The expansion joint filler shall be continuous from form to form, shaped to subgrade and to the keyway along the form. Preformed joint filler shall be furnished in lengths equal to the pavement width or equal to the width of one lane. Damaged or repaired joint filler shall not be used. 93

The expansion joint filler shall be held in a vertical position. An approved installing bar, or other device, shall be used if required to secure preformed expansion joint filler at the proper grade and alignment during placing and finishing of the concrete. Finished joint shall not deviate more than 6 mm from a straight line. If joint fillers are assembled in sections, there shall be no offsets between adjacent units. No plugs of concrete shall be permitted anywhere within the expansion space.

4.3k **Curing**

Immediately after the finishing operations have been completed and the concrete has sufficiently set, the entire surface of the newly placed concrete shall be cured in accordance with either one of the methods described herein. Failure to provide sufficient cover material of whatever kind the Contractor may elect to use, or the lack of water to adequately take care of 99 both curing and other requirements, shall be a cause for immediate suspension of concreting operations. The concrete shall not be left exposed for more than 1/2 hour between stages of curing or during the curing period.

4.3l **Removal of Forms**

After forms for concrete shall remain in place undisturbed for not less than twenty four (24) hours after concrete pouring. In the removal of forms, crowbars should be used in pulling out nails and pins. Care should be taken so as not to break the edges of the pavement. In case portions of the concrete are spalled, they shall be immediately repaired with fresh mortar mixed in the proportion of one part of Portland Cement and two parts fine aggregates. Major honeycomb areas will be considered as defective work and shall be removed and replaced at the expense of the Contractor. Any area or section so removed shall not be less than the distance between weakened plane joint nor less than the full width of the lane involved.

4.3m **Sealing Joints**

Joints shall be sealed with asphalt sealant soon after completion of the curing period and before the pavement is opened to traffic, including the Contractor's equipment. Just prior to sealing, each joint shall be thoroughly cleaned of all foreign materials including membrane curing compound and the joint faces shall be clean and surface dry when the seal is applied.

The sealing material shall be applied to each joint opening to conform to the details shown on the Plans or as directed by the Engineer. Material for seal applied hot shall be stirred during heating so that localized overheating does not occur. The pouring shall be done in such a manner that the material not be spilled on the

exposed surfaces of the concrete. The use of sand or similar material as a cover for the seal will not be permitted.

Preformed elastomeric gaskets for sealing joints shall be of the cross-sectional dimensions shown on the Plans. Seals shall be installed by suitable tools, without elongation and secured in place with an approved lubricant adhesive which shall cover both sides of the concrete joints.

The seals shall be installed in a compressive condition and shall at time of placement be below the level of the pavement surface by approximately 6 mm.

The seals shall be in one piece for the full width of each transverse joint.

4.3n **Protection of Pavement**

The Contractor shall protect the pavement and its appurtenances against both public traffic and traffic caused by his own employees and agents. This shall include watchmen to direct traffic and the erection of and maintenance of warning signs, lights, pavement bridges or cross-overs, etc. The Plans or Special Provisions will indicate the location and type of device or facility required to protect the work and provide adequately for traffic.

All boreholes after thickness and/or strength determinations of newly constructed asphalt and concrete pavements shall be immediately filled/restored with the prescribed concrete/asphalt mix after completion of the drilling works.

Any damage to the pavement, occurring prior to final acceptance, shall be repaired or the pavement be replaced.

4.3o **Tolerance and Pavement Thickness**

) General

The thickness of the pavement will be determined by measurement of cores from the completed pavement in accordance with AASHTO T 148.

The completed pavement shall be accepted on a lot basis. A lot shall be considered as 1000 linear meters of pavement when a single traffic lane is poured or 500 linear meters when two lanes are poured concurrently. The last unit in each slab constitutes a lot in itself when its length is at least 1/2 of the normal lot length. If the length of the last unit is shorter than 1/2 of the normal lot length, it shall be included in the previous lot.

Other areas such as intersections, entrances, crossovers, ramp, etc., will be grouped together to form a lot. Small irregular areas may be included with other unit areas to form a lot.

Each lot will be divided into five (5) equal segments and one core will be obtained from each segment in accordance with AASHTO T 24.

) Pavement Thickness

It is the intent of this Specification that the pavement has a uniform thickness as called for on the Plans for the average of each lot as defined. After the pavement has met all surface smoothness requirements, cores for thickness measurements will be taken.

V. STEEL WORKS

SECTION 5.1

General

5.1a Scope

The works consist of all materials and labor, tools and equipment, and all necessary services. This includes of furnishing, fabricating, hauling, erecting, welding, and painting of all structural metals in accordance with this specification and in conformance of the approved plans.

5.1b Shop Drawing

Shop drawing shall be made in conformity with the best modern practice due regard speed and economy in fabrication and erection.

5.1c Storage

Shall be stored above the ground upon flat forms, skids, or other supports. It shall be kept free from dirt, grease or other foreign matter, and shall be covered to protect from rain and other materials liquids, which may cause rust and corrosion.

SECTION 5.2

Materials and Workmanship

5.2a General

Certified mill test report or certified report test made by fabricators in accordance with ASTM A6 and governing specifications shall constitute sufficient evidence of conformity with ASTM specification. Additionally, the fabricator shall, if requested, provide affidavit stating that the structural steel furnished meets the requirements of the grade specified.

5.2b Product and Execution

- Certified mill test report or certified reports of test 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, be provided as affidavit stating that the structural steel furnished meets the requirements of the grade specified.
- All materials shall conform to the requirement in the term of size, mill test reports and quality test certificate issued by the materials testing laboratories accredited by the Bureau of Standards and the DPWH.

- Welds shall be made only by welders and tackers who have been previously qualified by the tester code for welding and building construction.
- Fabricator-erector shall provide quality control procedure to the extend deemed necessary to ensure that all works area performed per specification.
- Unless otherwise specified, the use of automatic welding mechanism is mandatory in the fabrication of built-up section.
- All materials shall conform to ASTM A-36 steel unless specified.
- All metal parts shall be properly cleaned and rough welding marks must be removed by grinding to remove rough and un-even surface. Primer painting shall follow using epoxy paint.
- Accessories, incidentals, fastenings and anchorages, such as miscellaneous items not specifically mention hetein or in other section but are required to complete the work, and for which there are no detail drawings. Shall be provided and installed in accordance with the best standard practice of trades.
- The work shall be well formed to the shape and size shown and assembled as detailed. Steel members shall be fabricated and assembled in the shop to the greatest extent as possible.
- Shearing and punching shall produce clean, pure lines and surface with burrs removed. Connection shall be welded or boked as indicated. Unless otherwise shown, screws in exposed works shall be countersunk. Joints, which are I o\o be exposed to the weather shall be weathertight. Nuts shall be drawn up tight.
- Holes shall be cut, drilled or punched at right angle to the surface of the metal and slull not be made to enlarge by burning.
- Welding shall be in accordance with the standard code of Arc and Gas Welding in Building Construction of American Welding Society.

VI. BITUMINOUS TACK COAT

SECTION 6.1 General

6.1a Scope

This works shall be consist of furnishing and applying bituminous material in accordance with the Specifications and to the width and area required by the Engineer.

SECTION 6.2
Materials

6.2a Materials

Bituminous Material shall be either Rapid Curing (RC) Cutback Emulsified Asphalt

SECTION 6.3
Procedures

6.3a Surface Condition

Tack coat shall be applied only to surfaces, which are dry or slightly moist. No tack coat shall be applied when the weather is foggy or rainy.

6.3b Application of Bituminous Material

Immediately before applying tack coat, the full width of the surface to be treated shall be cleaned of loose and foreign materials by means of power broom or power blower, supplemented as necessary by hand sweeping. Where required by the Engineer, immediately prior to the application of the tack coat, the surface shall be lightly sprayed with water but not saturated. Bituminous Materials shall be applied by means of a pressure distributor at the given temperature, Bituminous Materials, of the particular material being used. The rate of application of either the rapid curing or Cut-back or the Emulsified Asphalt shall be within the range of 0.2 to 0.7 liters/square meter, the exact rate as determined by the Engineer.

Care shall be taken that the application of bituminous material is not in excess of the specified amount; any excess shall be blotted by sand or removed as directed by the Engineer. All areas inaccessible to the distributor shall be treated manually using the device for hand spraying. The surfaces of structures and trees adjacent to the areas being treated shall be protected in such a manner as to prevent their being pattered or marred.

Traffic shall be kept off the tack coat at all times. The tack coat shall be sprayed only so far in advance on the surface courses as will permit it to dry to a "tacky" condition. The Contractor shall maintain the tack coat until the next course has been applied. Any area that has become fouled by traffic or otherwise, shall be cleaned and re-sprayed at the Contractor's expense before the next course is applied.

VII. BITUMINOUS CONCRETE SURFACE COURSE

SECTION 7.1
General

7.1a Materials

This Item shall consist of a pavement composed of bituminous concrete on a prepared base in accordance with these Specifications and in conformity with the lines, grades thickness and typical cross section shown on the plans. These bituminous concrete surface course shall have a thickness not less than the maximum dimension of the aggregate used. The bituminous concrete shall be

composed of a mixture of “coarse mineral aggregate”, “fine mineral aggregate”, “mineral filler,” and “bituminous material”. The mineral aggregate and the bituminous material shall be heated separately and mixed hot in a pugmill as specified herein after expect that if the bituminous material is emulsified asphalt, heating of the bituminous material shall be eliminated. In all cases, however, the mineral aggregate shall be heated as specified.

SECTION 7.2
Material Requirements

7.2a Bituminous Material

It shall be either Medium Curing (MC) Cut-back Asphalt or Asphalt Cement, whichever is called for in the Bill of Quantities. It shall conform to the requirements of Item 702, Bituminous Materials. The penetration grade, type and grade of bituminous material shall be specified in the Special Provisions.

7.2b Aggregates, Mineral Filler & Hydrated Lime

Aggregates shall conform to the requirements of Bituminous Plant Mix Surface Course-General.

7.2c Proportioning of Mixture

The proportion of bituminous material on the basis of total dry aggregate shall be from 5.0 to 8.0 mass percent. The exact percentage to be used shall be fixed by the Engineer in accordance with the job-mix formula and the other quality control requirements.

During the mixing operation, one-half to one (0.5 to 1.0) mass percent of hydrated lime, dry aggregate basis, shall be added to the mixture. The lower percentage limit is applicable to aggregates which are predominantly calcareous.

VIII. PIPE CULVERTS AND STORM DRAINS

SECTION 8.1
General

8.1a Scope

This item shall consist of the construction or reconstruction of pipe culverts and storm drains in accordance with this Specification and in conformity with the lines and grades shown on the Plans or as established by the Engineer.

SECTION 8.2
Material Requirements

8.2a Material shall meet the requirements specified in the following specifications:

Zinc coated (galvanized) corrugated iron or steel culverts and underdrains	-AASHTO M 36
Cast iron culvert pipe	-AASHTO M 64
Concrete sewer, storm drain and culvert pipe	-AASHTO M 86

Reinforced concrete culvert, storm drain and sewer pipe	-AASHTO M 170
Bituminous coated comigated metal culvert pipe and pipe arches	-AASHTO M 190
Reinforced concrete arch culvert, storm drain and sewer pipe	-AASHTOM206
Reinforced concrete elliptical culvert, storm drain and sewer pipe	-AASHTO M 207
Asbestos cement pipe for culverts and storm drains	-AASHTO M 217

8.2b Joint Mortar

Joint mortar for concrete pipes shall consist of 1 part, by volume of Portland Cement and two (2) parts of approved sand with water as necessary to obtain the required consistency.

IX. GENERAL GUIDELINES

Equipment and materials to be used in the work shall be standard products. **Substitutes will only be resorted or considered if the preferred original is not available and must be referred to the Project Architect/Engineer or ATI's Representative for approval. If however, decision shall be made between two equivalent products, the one with the higher price shall be chosen.** Other brands intended for substitute, which is not approved by Project Architect/Engineer or ATI's Representative shall not be used. Submission of brochures and sample of materials shall be required of the Contractor (and approved by the ATI's Representative) prior to implementation.

Section VII. Drawings

The actual drawings could be obtained directly from the ATI-BAC Secretariat located at the Basement, ATI Central Office, Elliptical Road, Diliman, Quezon City.

Section VIII. Bill of Quantities

The Bill of Quantities could be obtained from the ATI-BAC Secretariat located at the Basement, ATI Central Office, Elliptical Road, Diliman, Quezon City, Metro Manila.

SCOPE OF WORKS

Project : **IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS**

Location : ATI Central Office Main Building, Elliptical Rd., Diliman Quezon City

I. GENERAL REQUIREMENTS

1. Temporary facilities (including temporary field office , workers quarters and others)
2. Temporary construction safety screen, platform, barricades and warning signs
3. Clearing and Hauling of debris

II. ROAD IMPROVEMENT

1. Removal of existing dilapidated road pavement
2. Repair of cracks and damaged road
3. Cut and fill
4. Concreting of road pavement
5. Laying of bituminous concrete surface course
6. Concreting of road curb and gutter

III. STORM DRAINAGE SYSTEM

1. Demolition and removal of existing rcp pipes
2. Cleaning, declogging of existing canal including repainting of steel grating
3. Construction of open concrete canal
4. Laying of reinforced concrete pipe
5. Construction of catch basin
6. Fabrication and installation of steel grating
7. Supply and installation of cast iron grating

IV. PAINTING WORK

1. Application of 3-coats reflectorized traffic paint

V. OTHERS

1. Installation of 10-sets Galvanized Iron pipe bollard 4" dia. shed. 40

Prepared by:

Checked/Reviewed by:

DHEANNE V. MARTINEZ(sgd)
Project Engineer, ATI

LEVI B. REYES(sgd)
Head, Infra team

BILL OF QUANTITIES

Project : **IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS**

Location : ATI Central Office Compound, Elliptical Rd., Diliman Quezon City

QTY	UNIT	PARTICULARS	UNIT COST	MATERIAL COST	LABOR COST	AMOUNT
i. GENERAL REQUIREMENTS						
1.00	Lot	Temporary facilities (including temporary field office, workers' quarters and others)				
1.00	Lot	Temporary construction safety screen, signage, platform and frame for perimeter fence				
1.00	Lot	Equipment support				
1.00	Lot	Clearing and Hauling of debris				
sub-total I (General requirements) :				-	-	-
ii. ROAD IMPROVEMENT						
Concrete Pavement						
10.00	cum	Crushed gravel bedding				
351.00	sqm	Removal of existing concrete pavement				
1,971.00	Sqm	Repair of existing concrete pavement				
100.00	cum	Cut and fill				
116.00	Cum	Aggregate base course				
351.00	Sqm	Concrete pavement, 150mm thk, 3000 PSI				
803.00	Sqm	Concrete pavement, 175mm thk, 3000 PSI				
889.99	Kgs	Reinforcing steel bar, 16mm dia. (A441 Grade 40 ksi)				
162.62	kgs	Reinforcing steel bar, 10mm dia. (A441 Grade 32 ksi)				
Asphalt Overlay						
5.00	Drum	Bituminous tack coat (Emulsified Asphalt) 0.45 l/sqm				
2,067.00	Sqm	Bituminous concrete surface course (t=100mm thk @50mm each layer)				
27.00	l.m.	Concrete curb 100mm thk x 500mm width				
97.00	l.m.	Concrete curb 100mm thk x 200mm width				

97.00	l.m.	Concrete curb 100mm thk x 100mm width				
150.00	l.m.	Concrete gutter 400mm width				
97.00	l.m.	Shallow trench 250mm width				
sub-total II (Road Improvement) :				-	-	-

iii. STORM DRAINAGE SYSTEM

1.00	lot	Demolition & Removal of existing rcp pipes				
189.00	l.m.	Cleaning, declogging of existing canal including repainting of steel grating				
90.00	cum	Excavation works				
120.00	l.m.	Open canal 300mm width x 500mm depth (opening)				
147.00	Pcs	Reinforced concrete pipe 14" dia.				
250.00	bags	Portland cement				
16.00	cum	S-1 Sand				
11.00	Each	Catch basin - 1 (CB-1)				
12.00	Each	Catch basin - 2 (CB-2)				
72.00	Each	Steel Grating 30x100cm				
49.00	Each	Cast Iron grating 30x80cm				
14.00	Each	Cast Iron grating 30x60cm				
sub-total III (Storm Drainage System) :				-	-	-

iv. PAINTING WORK

17.20	sqm	"Zebra crossing#1" Reflectorized traffic paint 3-coats, 20mm thk x 4m length				
18.00	Sqm	"Zebra crossing#2" Reflectorized traffic paint 3-coats, 20mm thk x 3m length				
196.35	sqm	"Road line marking and crossing" Reflectorized traffic paint 3-coats, 15mm thk				
20.50	Sqm	"Stripe road line" Reflectorized traffic paint 3-coats 10mm thk x 1.20m length				
6.10	Sqm	"Motorcycle parking slot" Reflectorized traffic paint 3-coats 10mm				
17.40	Sqm	"Car parking slot" Reflectorized traffic paint 3-coats 10mm thk				
sub-total IV (Painting work) :				-	-	-

v. **OTHERS**

1.00	set	10-set Galvanized Iron pipe 4" dia. bollards shed. 40 with complete accessories and tray holder				
sub-total V (Others) :				-	-	-

SUMMARY OF COST :

DIRECT COST	Php	-
Material Cost :	Php	-
Labor Cost :	Php	-
INDIRECT COST	Php	-
OCM(9%)	Php	-
Profit(8%)	Php	-
Tax (5%) :	Php	-
GRAND TOTAL PROJECT COST :	PHP.	-

Section IX. Bidding Forms

TABLE OF CONTENTS

Bid Form.....	109
Form of Contract Agreement.....	111
Omnibus Sworn Statement.....	113
Bid-Securing Declaration.....	116
ATI-BAC Checklist of Requirements	123

Bid Form

Date: _____

PHILGEPS REF. NO: _____

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

Address: *[insert address]*

We, the undersigned, declare that:

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

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

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

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

- (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 ____.

ATI-BAC Checklist of Requirements

PROJECT: IMPROVEMENT OF ROAD PAVEMENT AND GROUNDS

PHILGEPS REF. NO. 5876139

APPROVED BUDGET FOR THE CONTRACT: PHP 10,000,000.00

PRE-BID CONFERENCE: 12 December 2018 , 9:00 AM, ATI Conference Room 1, 2nd Floor, ATI Central Office

DEADLINE FOR SUBMISSION OF BID DOCUMENTS: 27 December 2018, 8:30 AM, ATI Conference Room 1, 2nd Floor, ATI Central Office

DATE/TIME/VENUE OF BID OPENING: 27 December 2018, 9:00 AM, ATI Conference Room 1, 2nd Floor, ATI Central Office

ELIGIBILITY AND TECHNICAL ENVELOPE

ELIGIBILITY DOCUMENTS:

- PhilGEPS Certificate of Registration and Membership**
- Statement of all its on-going and completed 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**
- Statement of Single Largest Completed Contract (SLCC)**
- Valid PCAB License and Registration for the type and cost of the contract for this Project: at least Size Range: "Small B", License Category "C & D"**
- Net Financial Contracting Capacity (NFCC)**
- Tax Clearance Certificate**
- Valid Joint Venture Agreement (JVA), if applicable.**

TECHNICAL:

- Bid Security: (In accordance with the Instruction to Bidders)**

PROJECT REQUIREMENTS:

- Organizational Chart for the Contract to be bid**
- List of Contractor's Personnel**
- List of Contractor's Major Equipment Units**
- Omnibus Sworn Statement re: Bidder's Responsibilities**

FINANCIAL ENVELOPE

- Financial Bid Form (Please see copy of Financial Bid Form in Section VIII: Bidding Forms)**
- Bid Prices in the Bill of Quantities**

- Detailed Estimates**, including a Summary Sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the Bid; and
- Cash Flow by Quarter or Payment Schedule**

