



Republic of the Philippines
Province of Negros Occidental
MANAPLA WATER DISTRICT
B. Gallo St., Brgy. I-B, Manapla, Negros Occidental
Telefax No.: (034)491-0013

BIDDING DOCUMENTS

for the

CONSTRUCTION OF TWO-STOREY MWD OFFICE BUILDING

Project Reference No.: MWD-PR-0324-020
March 2024

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Section I. Invitation to Bid





Republic of the Philippines
Province of Negros Occidental
MANAPLA WATER DISTRICT
B. Gallo St., Manapla, Negros Occidental
Telefax No.: (034)491-0013

Invitation to Bid for the

CONSTRUCTION OF TWO-STOREY MANAPLA WATER DISTRICT OFFICE BUILDING

1. The **Manapla Water District** through the FY 2024 *Corporate Budget for the contract approved by the Board of Directors* intends to apply the sum of **Eight Million Pesos (PHP 8,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the Construction of Two-Storey MWD Office Building. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Manapla Water District** now invites bids for the above Procurement Project. Completion of the Works is required in **One Hundred Fifty Calendar Days (150 CD)**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from MWD Bids and Awards Committee (BAC) Secretariat at MWD Office 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 starting **March 6, 2024** from the given address below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Ten Thousand Pesos (P10,000.00)** only.

It may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity however, all participating bidders shall pay the applicable fee for the bidding documents not later than the submission of their bids. Otherwise, bids shall be automatically rejected.

6. The **Manapla Water District** will hold a Pre-Bid Conference on **March 14, 2024** at 9:00 A.M. at Don Edilberto B. Vocal Sr Memorial Civic Center, Brgy. I-B, Manapla, Negros Occidental which shall be open to prospective bidders.



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7. Bids must be duly received by the BAC Secretariat through manual submission at Don Edilberto B. Vocal Sr Memorial Civic Center, Brgy. I-B, Manapla, Negros Occidental on or before 10:00 A.M. on **March 26, 2024**. Late bids shall not be accepted.
 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.
 9. Bid opening shall be on 10:05 A.M. on **March 26, 2024** at Don Edilberto B. Vocal Sr Memorial Civic Center, Brgy. I-B, Manapla, Negros Occidental. Bids will be opened in the presence of the bidders' authorized representatives who choose to attend the procurement activity.
 10. The **Manapla Water District** 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 Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
 11. The bidders shall submit one (1) original and three (3) certified true copies of the 1st and 2nd envelopes of the proposals.
 12. The Official E-mail Address of the Procuring Entity is: manaplafd@yahoo.com
 13. For further information, please refer to:
- 800
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MS. MA. FELIS ZARINE M. OBREGON

Secretariat
Bids and Awards Committee
MANAPLA WATER DISTRICT
B. Gallo St., Brgy. I-B, Manapla, Negros Occidental
Telefax No. (034) 491-0013
Cellphone No.: 09398145610

ENGR. ALVEN G. DIVINAGRACIA
Chairperson, MWD-BAC



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Section II. Instructions to Bidders



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1. Scope of Bid

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

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2. Source of Funds

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

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

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



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- (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



any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

4. Conflict of Interest

- 4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:
 - (a) A Bidder has controlling shareholders in common with another Bidder;
 - (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
 - (c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;
 - (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;
 - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
 - (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or



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- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

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

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

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

5. Eligible Bidders

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

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;

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

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

(b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.



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

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

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

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

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

6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
 - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
 - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
 - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
 - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;



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- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:
 - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

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

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

- (iii) Inform the workers of their conditions of work, labor clauses, under the contract specifying wages, hours of work and other

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benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

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

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

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7. Origin of Goods and Services

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

8. Subcontracts

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

A. Contents of Bidding Documents

9. Pre-Bid Conference

- 9.1. (a) If so specified in the **BDS**, a pre-bid conference shall be held at the venue and on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.

(b) The pre-bid conference shall be held at least twelve (12) calendar days before the deadline for the submission of and receipt of bids, but not earlier than seven (7) calendar days from the posting of the Invitation to Bid/Bidding Documents in the PhilGEPS website. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GoP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days before the deadline for the submission and receipt of bids, as specified in the **BDS**.
- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the



Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

- 9.3. Decisions of the BAC amending any provision of the bidding documents shall be issued in writing through a Supplemental/Bid Bulletin at least seven (7) calendar days before the deadline for the submission and receipt of bids.

10. Clarification and Amendment of Bidding Documents

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



B. Preparation of Bids

11. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

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

(a) Eligibility Documents –

Class "A" Documents

- (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;
- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

- (ii.1) name of the contract;



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







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

- (iii) Unless otherwise provided in the **BDS**, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project;
- (iv) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- (v) NFCC computation in accordance with ITB Clause 5.5. and
- (vi) Certificate of Site Inspection duly signed by the General Manager or any authorized representative of WD.

Class "B" Documents



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

(b) Technical Documents –

(i) Bid security in accordance with **ITB** Clause 1. 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.

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13. Documents Comprising the Bid: Financial Component

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

- (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
- (b) Any other document related to the financial component of the bid as stated in the **BDS**.

13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

(b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

- (i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.
- (ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.
- (iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.
- (iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer's/procuring entity's estimate.
- (v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.

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14. Alternative Bids

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

15. Bid Prices

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



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specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

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16. Bid Currencies

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

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 1 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.



1. Bid Security

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

| Form of Bid Security | Amount of Bid Security - (Not less than the Percentage of the ABC) |
|---|--|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Two percent (2%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or | Five percent (5%) |

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

- 1.2. 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.
- 1.3. 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.



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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 1.2.

1.4. Upon signing and execution of the contract, pursuant to **ITB Clause 14**, and the posting of the performance security, pursuant to **ITB Clause 15**, 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 1.2.

1.5. The bid security may be forfeited:

(a) if a Bidder:

- (i) withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
- (ii) does not accept the correction of errors pursuant to **ITB Clause 10.3(b)**;
- (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB Clause 28.2**;
- (iv) submission of eligibility requirements containing false information or falsified documents;
- (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
- (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
- (viii) refusal or failure to post the required performance security within the prescribed time;
- (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

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- (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
 - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 14;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 15.

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2. 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 4 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2 Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.



3. Sealing and Marking of Bids

- 3.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT," and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT," sealing them all in an outer envelope marked "ORIGINAL BID."
- 3.2. 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.
- 3.3. 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.
- 3.4. All envelopes shall:
 - (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 4.
- 3.5. 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.

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C. Submission and Opening of Bids

4. 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.

5. Late Bids

Any bid submitted after the deadline for submission and receipt of bids prescribed by the Procuring Entity, pursuant to ITB Clause 4, 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.

6. Modification and Withdrawal of Bids

- 6.1. 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.
- 6.2. 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.
- 6.3. Bids requested to be withdrawn in accordance with ITB Clause 6.1 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.
- 6.4. 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



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

7. Opening and Preliminary Examination of Bids

- 7.1. 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.
- 7.2. 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".
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder.



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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.
- 7.7. Each partner of a joint venture agreement shall likewise submit the document required in ITB Clause 12.1(a)(i). Submission of documents required under ITB Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 7.8. 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.

D. Evaluation and Comparison of Bids

8. Process to be Confidential

- 8.1. 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



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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.

- 8.2. 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.

9. 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

10. Detailed Evaluation and Comparison of Bids

- 10.1. 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.

- 10.2. The Lowest Calculated Bid shall be determined in two steps:

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

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

- (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and



- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 10.4. 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**.
- 10.5. 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.
- 10.6. 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.
- 10.7. 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.

11. Post Qualification

- 11.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 11.2. 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.

- 11.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 11.4. 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 13.3.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.

12. Reservation Clause

- 12.1. 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



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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.

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

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

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

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;

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- (c) All bids fail to comply with all the bid requirements, fail post-qualification; or
- (d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

E. Award of Contract

13. Contract Award

- 13.1. Subject to **ITB** Clause 11, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.
- 13.2. 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.
- 13.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
 - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
 - (b) Posting of the performance security in accordance with **ITB** Clause 15;
 - (c) Signing of the contract as provided in **ITB** Clause 14; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

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14. Signing of the Contract

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
 - (b) Bidding Documents;
 - (c) Winning Bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (d) Performance Security;
 - (e) Notice of Award of Contract; and
 - (f) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

15. Performance Security

- 15.1. 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.
- 15.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:



| Form of Performance Security | Amount of Performance Security (Not less than the Percentage of the Total Contract Price) |
|---|---|
| (a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank. | Ten percent (10%) |
| (b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank. | |
| (c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security. | Thirty percent (30%) |

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15.3. 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.

16. 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.

17. 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.



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Section III. Bid Data Sheet



Bid Data Sheet







| ITB Clause | |
|------------|--|
| 1.1 | <p>The Procuring Entity is MANAPLA WATER DISTRICT (MWD).</p> <p>The name of the Contract is Construction of Two-Storey MWD Office Building.</p> <p>The identification number of the Contract is: MWD-PR-0324-020</p> |
| 2 | <p>The Funding Source is:</p> <p>The Government of the Philippines (GoP) through the <i>Corporate Budget for the contract approved by the governing Boards</i> in the amount of Eight Million Pesos (₱ 8,000,000.00) only.</p> <p>The name of the Project is: Construction of Two-Storey MWD Office Building located at Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental.</p> |
| 3.1 | No further instructions. |
| 5.1 | Joint Venture is not allowed. |
| 5.2 | Bidding is restricted to eligible bidders as defined in ITB Clause 5.1. |
| 5.4(a) | <p>The bidder must have completed, five (5) years prior to March 26, 2024, a single contract that is similar to the project at hand and whose value must be at least fifty percent (50%) of the ABC to be bid. Such contract must be part of, or included in, the Statement under Item 12.1 (a)(ii) hereof.</p> <p>Bidders shall include in their Bid a photocopy of their Single Largest Completed Contract and the corresponding proof of completion, such as (i) Certificate of Final Acceptance or Completion from the bidder's client; or (ii) Official Receipt issued by the bidder.</p> <p>Failure to submit a copy of Single Largest Completed Contract with proof of completion or failure to prove the veracity of such shall be a ground for disqualification of the bidder for award and forfeiture of the bid security.</p> <p>For this purpose, similar contracts shall refer to contracts which have the same major categories of work as "building construction".</p> |
| 5.4(b) | Not applicable. |



| | |
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| 8.1 | Subcontracting is not allowed. |
| 8.2 | Not applicable. |
| 9.1 | The Procuring Entity will hold a pre-bid conference for this Project on March 14, 2024 , 9:00 A.M. at Don Edilberto B. Vocal Sr. Memorial Civic Center, B. Gallo St., Brgy. I-B, Manapla, Negros Occidental |
| 10.1 | The Procuring Entity's address is: Manapla Water District Building B. Gallo St., Brgy. I-B, Manapla, Negros Occidental Telephone No. (034) 491-0013/09398145610 E-mail Address: manaplawd@yahoo.com ENGR. ALVEN G. DIVINAGRACIA Chairperson Bids and Awards Committee |
| 10.4 | No further instructions. |
| 12.1 | ELIGIBILITY DOCUMENTS Class "A" Documents: 1. PhilGEPS Platinum Certificate of Registration and Membership; 2. Statement or list of all ongoing Government and Private Contracts including contracts awarded but not yet started; 3. Statement of Single Largest Completed Contract (SLCC) which is similar to the contract to be bid, and at least 50% of the ABC; 4. PCAB License Category B or higher; 5. Net Financial Contracting Capacity (NFCC) computation in accordance with ITB Clause 5.5 or a committed Line of Credit (CLC) from a Universal Bank or Commercial Bank. NOTE: The values of the bidders' current assets and current liabilities shall be based on the latest Financial Statements submitted to the Bureau of Internal Revenue (BIR). Technical Documents: 1. Bid Security in accordance with ITB Clause 18; |

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| | <p>2. Organizational Chart for the contract to be bid;</p> <p>3. 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;</p> <p>4. 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's lessor/vendor for the duration of the project.</p> <p>5. Omnibus Sworn Statement; and</p> <p>6. Proof of Authority of the authorized representative.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------|--|--|--------------------|---------------------|-----------------|----------------------------------|--|---------------------|----------------------------------|----------------------------------|---------------------|-------------------|----------------------------------|---------------------|-------------------|----------------------------------|-------------------------|--|--------------------|-----------------|---------------------------|---------------------|--------|---------|--------------------|------------|-----------|--------------------|---------------------------------|----------------------------------|--------------------|--------------|-----------------------|--------------------|----------|----------|--------------------|----------|---------|--------------------|
| 12.1(a)(iii) | No further instructions. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12.1(b)(ii.2) | <p>The minimum work experience requirements for key personnel are the following:</p> <table border="1" data-bbox="453 987 1326 1912"> <thead> <tr> <th>Key Personnel</th> <th>General Experience</th> <th>Relevant Experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td>Design/Construction of Buildings</td> <td>Management and Supervision – minimum of 10 years</td> </tr> <tr> <td>Civil/Site Engineer</td> <td>Design/Construction of Buildings</td> <td>Supervision – minimum of 5 years</td> </tr> <tr> <td>Electrical Engineer</td> <td>Electrical Design</td> <td>Supervision – minimum of 5 years</td> </tr> <tr> <td>Mechanical Engineer</td> <td>Mechanical Design</td> <td>Supervision – minimum of 5 years</td> </tr> <tr> <td>Safety Engineer/Officer</td> <td>Design of Building Safety Requirements</td> <td>Minimum of 2 years</td> </tr> <tr> <td>General Foreman</td> <td>Construction of Buildings</td> <td>Minimum of 10 years</td> </tr> <tr> <td>Masons</td> <td>Masonry</td> <td>Minimum of 3 years</td> </tr> <tr> <td>Carpenters</td> <td>Carpentry</td> <td>Minimum of 3 years</td> </tr> <tr> <td>Master Electrician/Electricians</td> <td>Building Electrical Installation</td> <td>Minimum of 3 years</td> </tr> <tr> <td>Tile Setters</td> <td>Building Tile Setting</td> <td>Minimum of 3 years</td> </tr> <tr> <td>Plumbers</td> <td>Plumbing</td> <td>Minimum of 3 years</td> </tr> <tr> <td>Welder/s</td> <td>Welding</td> <td>Minimum of 3 years</td> </tr> </tbody> </table> | Key Personnel | General Experience | Relevant Experience | Project Manager | Design/Construction of Buildings | Management and Supervision – minimum of 10 years | Civil/Site Engineer | Design/Construction of Buildings | Supervision – minimum of 5 years | Electrical Engineer | Electrical Design | Supervision – minimum of 5 years | Mechanical Engineer | Mechanical Design | Supervision – minimum of 5 years | Safety Engineer/Officer | Design of Building Safety Requirements | Minimum of 2 years | General Foreman | Construction of Buildings | Minimum of 10 years | Masons | Masonry | Minimum of 3 years | Carpenters | Carpentry | Minimum of 3 years | Master Electrician/Electricians | Building Electrical Installation | Minimum of 3 years | Tile Setters | Building Tile Setting | Minimum of 3 years | Plumbers | Plumbing | Minimum of 3 years | Welder/s | Welding | Minimum of 3 years |
| Key Personnel | General Experience | Relevant Experience | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Manager | Design/Construction of Buildings | Management and Supervision – minimum of 10 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Civil/Site Engineer | Design/Construction of Buildings | Supervision – minimum of 5 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Electrical Engineer | Electrical Design | Supervision – minimum of 5 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Mechanical Engineer | Mechanical Design | Supervision – minimum of 5 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Safety Engineer/Officer | Design of Building Safety Requirements | Minimum of 2 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| General Foreman | Construction of Buildings | Minimum of 10 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Masons | Masonry | Minimum of 3 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Carpenters | Carpentry | Minimum of 3 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Master Electrician/Electricians | Building Electrical Installation | Minimum of 3 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tile Setters | Building Tile Setting | Minimum of 3 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Plumbers | Plumbing | Minimum of 3 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Welder/s | Welding | Minimum of 3 years | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 12.1(b)(iii.3) | The minimum major equipment requirements are the following: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |









| Equipment | Capacity | Number of Units |
|------------------------------------|----------|-----------------|
| Pneumatic breaker/jackhammer | | 1 |
| Generator Set | 32KW | 1 |
| Truck | | 1 |
| 1 Bagger Concrete Mixer | | 1-2 |
| Backhoe | | 1 |
| Scaffoldings | | 250 sets |
| Electrical Tools | | As necessary |
| Carpentry Tools | | 5 sets |
| Welding Machine | | 1 |
| Power tools (drills, grinder ect.) | | As necessary |
| Plumbing tools | | 2 sets |

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| 13.1 | No additional Requirements. |
| 13.1(b) | This shall include all of the following documents: 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 Eight Million Pesos (Php 8,000,000.00) only. Any bid with a financial component exceeding this amount shall not be accepted. |
| 14.2 | No further instructions. |
| 15.4 | No further instructions. |
| 16.1 | The bid prices shall be quoted in Philippine Pesos. |
| 16.3 | No further instructions. |

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| 17.1 | Bids will be valid for one hundred twenty (120) calendar days from the date of the opening of bids. |
| 18.1 | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> 1. The amount of not less than <u>2% of ABC or Php 160,000.00</u>, 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 <u>5% of ABC or Php 400,000.00</u>, if bid security is in Surety Bond. |
| 18.2 | <p>The bid security or the Bid Securing Declaration shall be valid for one hundred twenty (120) calendar days from the receipt of bids.</p> <p>The Bid Securing Declaration shall automatically expire in the following instances:</p> <ul style="list-style-type: none"> - Upon expiration of the bid validity period, or any extension thereof; - When all bidders are declared ineligible or post-disqualified and upon receipt of the notice therefore, either failed to timely file a request for reconsideration or filed a waiver to avail of said right; and - When the bidder declared as the Lowest Calculated and Responsive Bidder, has furnished the performance security and signed the contract. |
| 20.3 | Each Bidder shall submit one (1) original and three (3) copies of the first and second components of its bid. |
| 21 | <p>The address for the submission of bids is</p> <p>Don Edilberto B. Vocal Sr. Memorial Civic Center, B. Gallo St., Brgy. I-B, Manapla, Negros Occidental</p> <p>The deadline for submission of bids is on March 26, 2024 @ 10:00AM.</p> |
| 24.1 | <p>The place of bid opening is</p> <p>Don Edilberto B. Vocal Sr. Memorial Civic Center, B. Gallo St., Brgy. I-B, Manapla, Negros Occidental</p> <p>The date and time of bid opening is on March 26, 2024 @ 10:05AM.</p> |
| 24.2 | No further instructions. |









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| 24.3 | No further instructions. |
| 27.3 | Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. |
| 27.4 | No further instructions. |
| 28.2 | Only tax returns filed, and taxes paid through the Electronic Filing and Payments System (EFPS) shall be accepted. <i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i> |
| 31.4(f) | The following additional contract documents relevant to the Project shall be submitted by the winning bidder within ten (10) calendar days from receipt of the Notice of Award: <ol style="list-style-type: none"> <i>1. Construction Schedule and S-curve</i> <i>2. Manpower Schedule</i> <i>3. Construction Methods</i> <i>4. Equipment/Tools Utilization Schedule</i> <i>5. Construction Safety and Health Program</i> <i>6. PERT/CPM</i> <i>7. Gender and Development Action Plan</i> |

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Section IV. General Conditions of Contract



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1. Definitions

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

- 1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.
- 1.2. **Bill of Quantities** refers to a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.
- 1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity's Representative, in accordance with GCC Clause 49.
- 1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.
- 1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract
- 1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.
- 1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.
- 1.9. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.10. **Days** are calendar days; months are calendar months.
- 1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- 1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.
- 1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity's Representative upon correction of defects by the Contractor.



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- 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

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apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
- a) Contract Agreement;
 - b) Bid Data Sheet;
 - c) Instructions to Bidders;
 - d) Addenda to the Bidding Documents;
 - e) Special Conditions of Contract;
 - f) General Conditions of Contract;
 - g) Specifications;
 - h) Bill of Quantities; and
 - i) Drawings.

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3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

- 5.1. On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession



in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

- 5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with GCC Clause 47.
- 5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.
- 5.4. The Contractor shall allow the Procuring Entity's Representative and any person authorized by the Procuring Entity's Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.

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6. The Contractor's Obligations

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



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

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7. Performance Security

- 7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in ITB Clause 15.2.
- 7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.
- 7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.
- 7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:
 - (a) There are no pending claims against the Contractor or the ^{surety} company filed by the Procuring Entity;



- (b) The Contractor has no pending claims for labor and materials filed against it; and
- (c) Other terms specified in the SCC.
- 7.5. The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 15.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.
- 7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.
- 7.7. Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

8. Subcontracting

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



specified in the **BDS**. In the event that any subcontractor is found by any Procuring Entity to be eligible, the subcontracting of such portion of the Works shall be disallowed.

9. Liquidated Damages

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

10. Site Investigation Reports

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

11. The Procuring Entity, Licenses and Permits

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

12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During



this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

- 12.3. Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
 - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - (c) Procuring Entity's Representatives/Project Manager/Construction Managers and Supervisors – The project owner's representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
 - (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and

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electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.

- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.
- 12.5. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period specified in the SCC reckoned from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity.
- 12.6. The Contractor shall be required to put up a warranty security in the form of cash, bank guarantee, letter of credit, GSIS or surety bond callable on demand, in accordance with the following schedule:

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

- 12.7. The warranty security shall be stated in Philippine Pesos and shall remain effective for one year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.



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12.8. In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. Liability of the Contractor

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

14. Procuring Entity's Risk

14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:

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

15. Insurance

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

- (a) Contractor's All Risk Insurance;
- (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
- (c) Personal injury or death of Contractor's employees; and



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- (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2. The Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been affected and shall, within a reasonable time, provide copies of the insurance policies to the Procuring Entity's Representative. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.
- The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.
- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- (a) The issuer of the insurance policy to be replaced has:

- (i) become bankrupt;



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- (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.

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16. Termination for Default of Contractor

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

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

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- (v) sub-lets any part of this Contract without approval by the Procuring Entity.

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

17. Termination for Default of Procuring Entity

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

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

18. Termination for Other Causes

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

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

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

- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;



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- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
- (f) The Contractor does not maintain a Security, which is required;
- (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
- (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:
 - (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.1(a), unless otherwise specified in the SCC;
 - (ii) drawing up or using forged documents;
 - (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
 - (iv) any other act analogous to the foregoing.







18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available



under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

- 18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under GCC Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.
- 18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. Procedures for Termination of Contracts

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

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

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

- (c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day



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period, either by inaction or by default, the HoPE shall issue an order terminating the contract;

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

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

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

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

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

20. Force Majeure, Release From Performance

20.1. For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or



majeure shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Contractor.

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

21. Resolution of Disputes

- 21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 21.2. If the Contractor believes that a decision taken by the Procuring Entity's Representative was either outside the authority given to the Procuring Entity's Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen (14) days of the notification of the Procuring Entity's Representative's decision.



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

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

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

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

23. Procuring Entity's Representative's Decisions

23.1. Except where otherwise specifically stated, the Procuring Entity's Representative will decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

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

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

24.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity's Representative before its use.

24.2. The Contractor shall be responsible for design of Temporary Works.



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24.3. The Procuring Entity's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

24.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Procuring Entity.

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

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

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

26. Extension of the Intended Completion Date

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

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

27. Right to Vary

27.1. The Procuring Entity's Representative with the prior approval of the Procuring Entity may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.

27.2. Variations shall be valued as follows:

- (a) At a lump sum price agreed between the parties;



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- (b) where appropriate, at rates in this Contract;
- (c) in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
- (d) at appropriate new rates, equal to or lower than current industry rates and to be agreed upon by both parties and approved by the HoPE.

28. Contractor's Right to Claim

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

29. Dayworks

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

30. Early Warning

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



31. Program of Work

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

32. Management Conferences

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

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Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

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33. Bill of Quantities

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

34. Instructions, Inspections and Audits

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

35. Identifying Defects

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



36. Cost of Repairs

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

37. Correction of Defects

37.1. The Procuring Entity's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which is One (1) year from project completion up to final acceptance by the Procuring Entity's Representative.

37.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Procuring Entity's Representative's notice.

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

37.4. The Procuring Entity shall certify that all defects have been corrected. If the Procuring Entity considers that correction of a defect is not essential, he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

38. Uncorrected Defects

38.1. The Procuring Entity shall give the Contractor at least fourteen (14) days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defect himself within the period, the Procuring Entity may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

38.2. The use of a third party to correct defects that are uncorrected by the Contractor will in no way relieve the Contractor of its liabilities and warranties under the Contract.

39. Advance Payment

39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum or, at the most two, installments according to a schedule specified in the SCC.

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- 39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.
- 39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.
- 39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. Progress Payments

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
- (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty-eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity's Representative.



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

41. Payment Certificates

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

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

41.3. The value of Work executed shall:

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

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

42. Retention

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

42.2. Progress payments are subject to retention of ten percent (10%), referred to as the "retention money." Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

42.3. The total "retention money" shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for it.

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

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

43. Variation Orders

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

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beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).

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

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

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

44. Contract Completion

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

45. Suspension of Work

45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

45.2. The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects/activities along the critical path of activities after fifteen (15) calendar days from date of receipt of written notice from the Contractor to the district engineer/regional director/consultant or equivalent official, as the case may be, due to the following:

- (a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
- (b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.
- (c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.



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

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

46. Payment on Termination

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

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the



contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.

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

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agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

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

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Section V. Special Conditions of Contract



Special Conditions of Contract

| GCC Clause | |
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| 1.17 | The Intended Completion Date is One Hundred Fifty (150) calendar days upon receipt of the formal Notice to Proceed. |
| 1.22 | The Procuring Entity is: MANAPLA WATER DISTRICT B. Gallo St., Brgy. I-B, Manapla, Negros Occidental |
| 1.23 | The Procuring Entity's Representative is: ENGR. ALVEN G. DIVINAGRACIA BAC Chairperson MANAPLA WATER DISTRICT MWD Office, B. Gallo St., Brgy. I-B, Manapla, Negros Occidental |
| 1.24 | The Site is located at Cor. Lacson Gustilo St., Brgy. I-B, Manapla, Negros Occidental |
| 1.28 | The Start Date is the date of receipt of the Notice to Proceed. |
| 1.31 | The Works consist of: See Section VIII – Bill of Quantities |
| 2.2 | No further Instructions. |
| 5.1 | The Procuring Entity shall give possession of all parts of the Site to the Contractor upon issuance of NTP. |
| 6.5 | The Contractor shall employ the following Key Personnel : Project Manager (CE with minimum of 10 years experience) Civil/Site Engineer (Minimum of 5 years experience) Electrical Engineer (Minimum of 5 years experience) Safety Engineer/Officer (Minimum of 2 years experience) Mechanical Engineer (Minimum of 5 years experience) Foreman (Minimum of 10 years experience) NOTE: The names of the Key Personnel and their designation shall be filled out by the winning contractor prior to contract signing. |
| 7.4(c) | No further instructions. |
| 7.7 | No further instructions. |
| 8.1 | No further instructions. |
| 10 | No further instructions. |
| 11 | The application, processing and payment of permits, licenses, sign and sealed and other certifications that maybe required by the local |









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| | government unit and/or any government agency for the demolition, constructions, completion and final turn-over and occupation of the building shall be the responsibility of the Contractor. |
| 12.3 | No further instructions. |
| 12.5 | Two (2) years |
| 13 | No additional provision. |
| 18.3(h)(i) | No further instructions. |
| 21.2 | The appointment of Arbiter shall be made in accordance with the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act 9285 ("RA 9285), otherwise known as the "Alternative Dispute Resolution Act of 2004". |
| 29.1 | No dayworks are applicable to the contract. |
| 31.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within ten (10) calendar days upon receipt of the Notice of Award. |
| 31.3 | The period between Program of Work updates is Ten (10) days. The amount to be withheld for late submission of an updated Program of Work is ten percent (10%) of the amount of the next progress billing. |
| 34.3 | The Funding Source is the Government of the Philippines |
| 39.1 | The amount of the advance payment is fifteen percent (15%) of contract price, which shall be given to the Contractor not later than fifteen (15) calendar days from receipt by the Procuring Entity of the contractor's request, subject to the requirements under GCC Clause 39.2. Recoupment of which shall be deducted from the Contractor's monthly billing (amount of advance payment multiply by % work accomplished). |
| 40.1 | Materials and equipment delivered on the site but not completely put in place shall be included for payment. Taxes shall be deducted from the payment and will be remitted by MWD to the BIR to the account of the Contractor. |
| 51.1 | The "as built" drawings and operating and maintenance manuals shall be submitted within ten (10) calendar days from accomplishment of ninety five percent (95%) of the project. |
| 51.2 | In addition to the withholding of retention money, the Procuring Entity shall withhold Thirty Thousand Pesos (Php 30,000.00) from payments due to the Contractor in case of failure to deliver the "as built" drawings within the period indicated under SCC Clause 51.1 |

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Section VI. Specifications



**Procurement and Implementation of the Proposed Construction of Manapla
Water District Two-Storey Office Building**

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A. GENERAL CONDITIONS AND SCOPE OF WORKS

The Manapla Water District is seeking a suitable qualified construction firm to carry out a contract for the construction of a double storey office building for a tangible representation of the agency, management, and the services that is being offered to the public. A presentable structure shall shelter in the employees and receive concessionaires that will portrays a strong impression of an organized and efficient management that is prepared to fulfill its sworn mandate to provide potable, adequate, and continuous water supply in the community of Manapla. Likewise, the office building shall provide sufficient space with a clean and organized working area for its employees that will promotes healthy atmosphere that makes conducive setting for production of best office related accomplishments.

The work to be executed under this contract shall include the furnishing of all materials, labor, tools, and equipment and everything listed, mentioned or as scheduled on the drawings herein specified to complete construction of the **PROPOSED CONSTRUCTION OF TWO-STOREY MANAPLA WATER DISTRICT OFFICE BUILDING**, at aforementioned location as per plans and specifications. All works to be done shall be in the highest quality of workmanship to the fullest intent and meaning of the plans and specifications unless otherwise specified.

B. PLANS AND SPECIFICATIONS

All drawings, small scale and detail drawings are intended to collaborate with the specifications and to form part thereof, where figures are given, they are to be followed in preference to measurement by scale. Anything shown in the drawings and not mentioned in the specifications or vice-versa or anything not expressly set forth in either but which is reasonably implied shall be furnished and installed as thought specifically shown in mentioned both.



C. EARTHWORKS

1. Materials

- 1.1 All backfill materials for sub-grade and sub-base preparation shall be subject to the approval of the HOPE's project Engineer.
- 1.2 All backfill materials, whether native to the site or imported, shall be subject to the vegetation or other deleterious materials. All earth fill materials, sand and gravel be free of any clods of stone larger than 120mm in their largest dimension except as otherwise shown in the plans or specified in the Specifications.
- 1.3 Excavated Materials from the site subject for compaction to the required density should not contain organic or materials that would decompose. Materials shall to be acceptable and suitable to be used as sub-grade or structural backfill as directed.
- 1.4 Bedding materials or base course for the foundation of the building shall be used as shown in the drawing as directed by the engineer. The bottom of all excavation for footing and foundation shall be distributed properly, leveled off, tamped and approved by the engineer. Excavation shall be entirely free of water during pouring of concrete, hence the use of water pump if necessary.

D. REINFORCED CONCRETE WORKS

1. The works of which refers includes all operations necessary for the supply and delivery of all materials, labor, equipment and all associated activities
2. Delivery, Storage, Handling of Materials
 - 2.1 All materials shall be so delivered, stored and handled as to prevent the inclusion of foreign materials and the damage of the materials by water or breakage. Packed materials shall be so delivered and stored in the original packages until ready for use. Packages showing evidence of water or other damages shall be rejected.



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- 2.2 Water to be use in mixing concrete shall be free from oil, alkali and organic matter on other deleterious substance and shall be reasonably clear and clean. The use of brackish water is not allowed.
3. Standards of the work which includes all associated activities will conform to the following:
- 3.1 Except where otherwise specified, the latest editions of the American Concrete Institute (ACI) standards;
- ACI 318 Building code
- ACI 613 Proportion for concrete
- ACI 614 Measuring, Mixing and placing concrete
- 3.2 All other references are to be in conformance to the latest American Society for Testing and Materials (ASTM) standards;
- ASTM C - 31 Standard method of making and curing concrete compression and flexure test specimen in the field.
- ASTM C - 92 Standard method of making and caring of concrete compression and flexure test in the laboratory.
- ASTM C - 33 Concrete Aggregates.
- ASTM C - 39 Method of test for compressive strength of molded concrete cylinder.
- ASTM C - 94 Ready mixed concrete.
- ASTM C - 143 Test of slump for Portland cement concrete
- ASTM C - 150 Portland cement
- ASTM C - 615 Deformed and Billet Bars for concrete Reinforcement.

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3.3 Materials

3.3.1 Portland Cement

Portland cement shall be, of any standard commercial brand in standard packaging and shall be in accordance to ASTM - 150, Type I, (Normal Portland Cement) for all structure.

3.3.2 Concrete Aggregates

Aggregates shall consist of hard, tough, durable clean particles of gravel or crush rock conforming to the "Standard Specification for Concrete Aggregates" (ASTM Designation C33)

a. Fine Aggregates

Fine aggregates or sand used in composition of concrete shall be clean, strong and uncoated grains, free from injurious amount of dust, lumps or flaky particles and shall not contain more than 5% clay

b. Coarse Aggregates

Coarse aggregates or gravel shall be well graded as top size ranging from 6mm up to the size, which readily pass between all reinforcing bars and between reinforcement and forms.

3.3.3 Water

Water shall be free from oil, alkali and organic matter on other deleterious substance and shall be reasonably clear and clean. The use of brackish water is not allowed.

3.4 Mixing

3.4.1 Site Mixed Concrete

a. Hand mixing is not allowed.

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- b. During pouring of concrete operations shall stop at the first allowed construction joint. The mixer shall be of the approved size and type which will ensure a uniform distribution of materials throughout the mass.
- c. Class "A" concrete for all columns, footings, beams, stiffener, slabs mixture (1:2:4)
- d. Class "B" concrete for all wall footing, slabs and stairs
4
on fill and CHB fillers mixtures (1:3:5)
- e. Class "A" mortars, 1:3 by volume for all plastering works

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3.4.2 Pre-Mixed or Ready-Mixed Concrete

For mix and deliver concrete from the supplier's mixing location, ASTM C – 94 standards shall be followed. The Contractor shall inform in writing for the contractor's conformance on the specification which reiterates that any transit - mixed concrete used conforms to the general provisions of ASTM C94, as well as the specific requirements given herein.

3.5 Reinforcement Bar

All steel bars to be used during construction should conform to ASTM A - 615 " Specification for Deformed and plain billet - Steel Bars for Concrete Reinforcement."

Steel bars shall be new and free from rust grease, scale, defects or kinks or other coating that will impair the bond.



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

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E. Masonry Works

The work covers the furnishing of labor, equipment and materials for the erection of walls made of non - load bearing concrete hollow blocks as shown in the drawings.

1. Materials

1.1 Concrete Hollow Blocks

All concrete hollow blocks shall be a product of a reputable manufacturer

Concrete Hollow blocks (CHB) shall be approximately 100mm x 200mm x 400mm and be used to compose exterior or interior walls.

Where the use of CHB is indicated, they shall be true to size without cracks or spurs or other defects which may impair their strength or durability.

They shall have three cones.

CHB shall be handled with care to prevent chipping breakage.

1.2 Concrete Mixture

a. Class "A" concrete for all columns, footings, beams, stiffener, slabs mixture (1:2:4)

d. Class "B" concrete for all wall footing, slabs and stairs

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on fill and CHB fillers mixtures (1:3:5)

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e. Class "A" mortars, 1:3 by volume for all plastering works

1.3 Steel Reinforcements

All steel reinforcement shall be structural grade bars conforming to ASTM specification A615 and the size shall be as shown in the drawings.

2. Execution

All masonry units shall be laid plumbed, leveled and accurately spaced. Wall intersections shall be toothed alternately. End of walls shall be laid in vertical lines. All masonry units shall be wet before laying the blocks and the mortar at the time the block is placed.

Mortar materials shall be accurately measured by volume and thoroughly mixed until evenly distributed throughout the patch. Unless otherwise approved by the project engineer, materials shall be mixed in batch mechanical mixer.

F. CARPENTRY AND JOINERY WORKS

1. Scope

1.1 The work covered in this section of the specifications consist of furnishing all items, articles, labors, equipment, materials and other mentioned or scheduled on drawings and in performing all operations and methods necessary and required for the completion of all carpentry and joinery works together with the installation of all exterior and interior finished carpentry in accordance with the applicable drawing and full-size details.

2. Materials

2.1 All doors and windows, transoms or other openings where so indicated on plans and all framing coming in contact with concrete shall be anchored by means of nails spaced not



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more than 20cm apart. All frames shall be riveted, molded and cut with wash and undercut for water drip.

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2. Protection And Storage

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2.1 Lumber shall be protected and kept under cover both in transit and in the jobsite, and shall be carefully piled off the ground and be insured of proper drainage, ventilation and protection from weather.

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2.2 Materials shall be delivered unduly long before it is required for the proper conduct of the work.

3. Fastenings

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3.1 Fastening shall be common nails, due in specified flat head wood screw where specified or call for.

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3.2 Conceal fastening as far as possible and where not possible locate them in a conspicuous place where nailing is permitted through woodwork face, conceal nail head.

G. FORM WORKS

The Contractor shall furnish materials and equipment and perform labor required to complete all concrete formworks.

Forms shall result to a final structure that conforms to the shape, line dimensions of the member as required by the design drawing and specification. Forms shall be substantial and sufficiently tight to prevent leakage of the mortar. Forms and their support shall be designed so as not to damage previously placed structure. Forms shall be substantial and sufficient tight to prevent leakage of mortar.

1. Schedule of Removal of Forms and False Works

1.1 Removal of forms shall be conducted only upon the approval of the project engineer.



1.2 Forms shall be removed according to the following scheduled.

- a. Columns - 2 days
- b. Beams - 2 days
- c. Sliding - 15 days
- d. Bottoms - 15 days

H. STEEL WORKS

The Contractor will furnish all materials, labor and equipment required to complete fabrication and erection of all structural steel and miscellaneous steel items including structural steel trusses, purlins, structural steel frames and member connection system.

The scope of work under this section consists of furnishing of all materials, labor, tools, equipment, and performance of all operations relative to the fabrication, delivery to the site, erection and painting of structural steel trusses and purlins as shown on the Plan.

Steel trusses shall be done in accordance with the plans and drawings, all plates, angle bars and C-purlins shall be pre-painted to installation and re-painted on welded joints.

1. Materials






All materials and accessories shall be free from rust or any other form of corrosion.

All materials and workmanship should conform to the requirements of the American Institute of Steel construction (AISC). " Specification for design, fabrication and erection of structural steel for buildings " as amended to date as maybe specifically modified by this specification, as follow:

- 1.1 Standard solid Section: Mild steel angle bars, flat bars, square bar, channels and other section. C - Purlins shall be with stiffened flange.



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- 1.2 For bracing rods, standard structural grade level rods with turnbuckles are required and shall conform to ASTM A-307 
- 1.3 Structural steel section and shapes shall conform to ASTM designation A36 from mild steel sheets or plates with thickness, size, shape and designs as indicated in the drawings. 
- 1.4 Welding electrodes for manual shielded metal - arc welding shall conform to E60 series of ASTM Specification - A233 and to American Welding Society (AWS) Specification A-5.1 and A-5.5 
- 1.5 Anchor bolts shall conform to the specification for High - Strength bolts ASTM - A325, Type 1 or 2. 
- 1.6 Use only approved brand of red lead paint and rust converter for all shop painting of structural steel.
- 1.7 Light-Gauge Cold-formed Structural Steel shall conform to pertinent specifications of the American Iron and Steel Institute (AISI) 

2. Quality Control Procedures

- 2.1 Quality control shall be practiced by the Fabricator to assure high quality in the work. In addition to the Fabricator's quality control procedures, materials and workmanship shall be subject to Inspection by qualified inspectors representing the Owner.
- 2.2 Fabricator shall cooperate harmoniously with the inspector to avoid interpretation in the work, when correction will be needed.

3. Rejections

- 3.1 Materials or workmanship not in reasonable conformance with the provisions of this Specification shall be rejected at any time during the progress of the work.



3.2 The Fabricator shall receive copies of all reports made by the Inspector authorized by the Owner and/or his supervising Architect or Engineer.

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4. ERECTION

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

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4.2 Base plates and bearing plates shall be supported on steel wedges until the supported members shall have been aligned and plumb, following which the entire bearing area shall be grouted solid with non-shrink cement grout.

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4.3 Grouting mortar shall be of the commercial type approved by the supervising Architect or Engineer and the methods of use as recommended by the manufacturer.

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5. Markings

5.1 Shop fabricated members shall be marked prior to delivery to facilitate the erection of the members.

5.2 Markings shall be listed and given description and copies of which shall be furnished to the Owner.

5.3 Markings shall be neatly painted on the members with a distinctive color of paint.

6. FABRICATION

6.1 Field fabrication shall be kept to a minimum. And shop fabrication shall be employed to the greatest extent possible with members shop fabricated as practicable with a minimum requirement for field connections.



6.2 Welding, shearing, gas cutting, chipping and all other works involved in the fabrication of structural steel shall be done with accuracy and of the highest quality of workmanship, within the allowable tolerance prescribes in AISC specifications.

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7. CONNECTIONS AND HOLES

Connections shall be as shown in the drawings and shall develop the full capacity of the members.

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7.1 Surfaces or joints prepared for welded or high strength bolted connections shall comply with cleanliness requirements of all joint's surfaces and contact surfaces within friction types joints as specified in "Bolted parts" of the AISC Specifications.

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7.2 Holes shall be punched or drilled at right angles to the surface of the metals and shall not be enlarged by burning.

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7.3 Holes shall be clean-cut without rugged edges. Outside burrs resulting from drilling or reaming operations shall be removed with a tool which reaches around the bolt holes.

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I. ROOFING

This includes the supply of all labors, materials, and other facilities required to complete all roofing work as shown on the drawings and specified herein.

1. Materials

Rib Type Long Span Roofing or its equivalent with similar design.

Quality sheets should be kept dry when stacked.

Store clear of the ground and under cover.

Should sheets become wet, they must be dried and fillet stacked to allow air circulation.

All sheets shall be installed in accordance to the manufacturer's specification and by persons specializing on the same.

2. Flashing and Gutter



Gage 26 plain G.I. performed with marching shape and fitting provision as per drawing.

3. Fastener and fixation

Use approximate connectors as recommended by the manufacturer and approved by the project engineer.

Apply fastener in a neat consistent, even and standard manner.

J. HARDWARE

The works include all rough hardware and finishing hardware, required for the completion of the work, including nails, bolts, screws, etc. and shall provide and fit in place all finishing hardware herein after specified, put in the proper manner with screws and to match the finishes.

1. Materials:

1.1 Rough Hardware: All rough hardware such as nails, screws, lag screws, bolts and other related fastener required for carpentry work shall be first class quality and locally available.

1.2 Finishing Hardware: All finishing hardware consisting of locksets, latches, bolts and other devices, door closers, knobs, handles, hinges and other similar hardware shall be first class quality available locally and conforming with the following specification:

- a. Hinges shall be of any standard commercial brand.
- b. Lockset appropriate for particular function shall be of durable construction, preferably from a standard commercial brand or equivalent product of a reputable manufacturer. Lockset shall be used for all entranced door and other room door as specified in the drawings. Equivalent shall be subjected to the approval of the project engineer.



- c. All locks shall be installed at the same height from the floor as shown on the drawings. Door knob shall be located so that the center of the knob is 1.0m from the finished floor or as directed by the project engineer.
- d. Nails shall be of the standard wire nails, unless otherwise indicated in the drawings.

K. PAINTING:

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

1. Color and Samples:

The project manager shall in accordance with the color schemes shown in the drawings or as direct all colors. Samples panels of selected colors, as least (1) meters square in area shall be prepared for approval by the Project Manager prior to the application.

2. Workmanship

Skilled workers shall work in a work man like manner. Paints shall be evenly applied and free from sags, runs, crawls and other defects. All coats shall be of proper consistency and well brushed out or rolled on so as to show a minimum brush or rolled marks.

Brushes or rollers shall be clean and in good condition.

All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least twenty-four (24) hours or more between applications of coat.

For exterior painting during rainy season, allow one (1) week drying time before the succeeding coat is applied. Painting coats as specified are intended to cover surfaces perfectly.

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If surfaces are not fully covered, further coats shall be applied to attain the desired evenness of the paint application.

All finishes shall be uniform as to sheen, color and texture.

Paint may be applied by spray method, except when, in the opinion of the spraying in any particular application would produce unsatisfactory results.

The contractor shall provide all drop cloths and other covering requisite to the protection of the floors and other work.

Each surface shall be inspected carefully before applying any finish; and if surface is not in proper condition, they shall be notified to that effect in writing, otherwise the Contractor shall be held responsible for any defects in the finishes.

Should a coat of paint applied to a certain area and defects may knocked out, the Contractor shall execute re-plastering and repainting up to the satisfaction of the owner or the project engineer.

3. Inspection of Surfaces

The Contractor together with the project engineer shall inspect all surfaces to be painted and all defects shall be remedied before starting the work.

No work shall be started unless the Contractor shall have made sufficiently dry of the surfaces.

Test shall be made, in the presence of the Project Engineer, to verify the dryness of the surfaces to be painted.



4. Concrete Surfaces

1. Surface Preparation

Before applying paint, concrete and cement surfaces shall be allowed to dry thoroughly. Clean surfaces and shall be free from of all dirt, alkali and grease before commencing work.

Treat all surfaces with a solution of two (2) kilos of zinc sulfate to four (4) liters of water sufficient phenolphthalein to act as color warning. Presence of alkali is indicated when phenolphthalein turns red and further treatment is required to neutralize it. Allow the surface to dry at least three (3) days and remove the loose crystal from then surface before finishing.

2. Finishing

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

2.1 First Coat

Apply flat concrete paint thinned with 1/2-liter water per 4 liters of paint; tint with latex tinting color to closely match color topcoat or use premixed paint.

Dry for 3 to 6 hours.

2.2 Intermediate Coat

Repair all minor surface imperfection with paint putty made by mixing paint with patching compound powder. Let it dry for 24 hours.

Smoothen the surface with sand paper, before applying the intermediate coat.

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2.3 Final Coat

apply semi-gloss paint tinted with latex tinting color to the shade specified. Ducco finish shall be applied using the appropriate paint sprayer by well experienced painter.

5. Wood Surface:

5.1 Surface Preparation

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

5.2 Finishing

For all wood work, use gloss latex house paint with the specified brand approved by the Project manager.

5.3 First Coat

Apply paint thinned with 1/2-liter water per 4 liters of paint.

5.4 Second Coat

Apply latex thinned with latex tinting colors to the shade specified for 4 to 6 hours.

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L. PLUMBING WORKS

This item shall consist of furnishing all materials, tools, equipment and fixtures required as shown on the Plans for the satisfactory performance of



the entire plumbing system including installation in accordance with the latest edition of the National Plumbing Code, and this Specification.

1. Materials Requirement

This item shall consist of furnishing all materials, tools, equipment and fixtures required as shown on the Plans for the satisfactory performance of the entire plumbing system including installation in accordance with the latest edition of the National Plumbing Code, and this Specification.

1.1 For cold water lines, Polyvinyl Chloride, (PVC) Pipe Schedule 40 conforming to ASTM - A 120-80 Supreme Brand or approved equal.

1.2 UPVC Pipe by Atlanta or approved equal conforming to ASTM D-2729 for all downspouts and sewer, waste and vent lines.

1.3 Water Closets shall be vitreous China or approved equal, Free Standard Combination round front bottom outlet siphon vortex or wash-down bowl with jet round front with close coupled tank with cover complete fittings and mounting accessories.

1.4 Toilet lavatories shall be vitreous China or approved equal, wall hung lavatory with rear overflow and cast-in soap dishes pocket hanger and integral China Brackets complete with twin faucets, supply pipes, P-trap and mounting accessories.

1.5 Scrub-up Sink made of stainless-steel material with round edges and corners. Complete with water valves as knee control, adjustable shower head and drain assembly. For OR/DR complex Facilities (use Double bank 48"L x 16"W x 12"D). For RHUS and BHSs (use single bank 24"L x 16"W x 12"D)

a. Installation:

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Align & mark flange holes for drilling, the top of the flange must be 20" from the floor; Bolt knee control assembly flanges to the wall;

Connect UNION fitting to in house water source pipe;

Bolt in sink brackets 36" from the floor. Keep mat centered with the knee controls and drain pipe;

Connect flexible plastic hose to showerhead water supply; Install Drain and "P" trap;

Install showerhead assembly;

1.6 Where indicated in the plans, the counter top model make and color shall be approved by the Architect or Engineer.

1.7 Stainless steel working sink shall be used to all working counters, it shall be made of stainless-steel self-riming, single compartment completes with supply fittings, strainer traps, dual control lever and other accessories, fitted to actual requirements as shown in the plans.

1.8 Pipes, plumbing fixtures, water lines, clean out and vents shall be supplied and installed in accordance with the approval workmanship.

1.9 Septic Tank/Placenta Pit:

The septic tank and placenta pit shall be provided as shown on the plans including all pipe vents and fittings. Various construction materials such as concrete masonry work shall conform to the corresponding Items of this specification. Inlet and outlet pipes shall conform to the latest edition of the National Plumbing Code.

1.10 Water Supply Pipes and fittings:

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- a. Pipes shall be galvanized iron pipe schedule 40 conforming to specification requirements defined in ASTM A120. Fitting shall be malleable iron Type II, galvanized iron conforming to specification requirement defined in ATMA338.
- b. Valves for water supply shall be bronze body with threaded end rated 21.0 kgf/cm. square. All valves are gate valves unless otherwise specified. Gate valves shall have solid wedge body and discs conforming to specification requirements defined in ASTM B-62. Globe valves shall have plug type discs with ferrule-threaded ends and bronze body.
- c. Unions in ferrous pipe 50mm in diameter and smaller shall be malleable iron.

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2. Bathroom and Toilet Accessories:

- 2.1 Shower head and fittings shall be movable, cone type with escutcheon arm complete with stainless steel; shower valve and control lever. All exposed surface to be chromium finish.
- 2.2 Grab bars shall be made of tubular stainless-steel pipe provided with safety grip and mounting flange for disabled people.
- 2.3 Floor drains shall be made of steel beehive type. Measuring 10cm x 10cm and provided with detachable stainless strainer, expanded metal lath type.
- 2.4 Toilet paper holder and soap holder shall be vitreous China or approved equal wall mounted. Color shall reconcile with the adjacent fixture and facing tiles.
- 2.5 Faucets shall be made of stainless steel for interior use.



2.6 Hose bibs shall be made of bronze cash finish.

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M. ELECTRICAL WORKS:

All work under these specifications shall consist of furnishing/cause to furnish materials, labor, tools, appliances, and all other services necessary unless otherwise indicated to complete and make ready for operation, the electrical power, lighting, and other utility system described herein and/or indicated in the electrical plans including owner-furnished equipment and fixtures for the PROPOSED CONSTRUCTION OF TWO-STOREY MANAPLA WATER DISTRICT OFFICE BUILDING.

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1. Wiring Method

1.1 Lighting and Power Branch Circuit

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uPVC pipes concealed in ceilings and double walls and/or embedded in concrete walls/slabs. All uPVC pipes ran underground outside of buildings shall be buried not less than 40mm below natural grade line and enclosed in concrete envelope. All concrete envelopes passing under roadways or areas accessible to vehicles shall be steel reinforced up to 1.0cm from the edge of the roadway.

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Materials supplied by the contractor must comply with the latest applicable provision and latest recommendation of the following:

- a. Philippine Electrical Code (PEC)
- b. Illuminating Engineering Society (IES)
- c. National Electrical Manufacturers Association (NEMA)

1.2 Fire Alarm System Layout

Rigid steel conduit concealed in ceiling and double walls and/or embedded in concrete walls/slabs.



2. Technical Specifications

2.1 Low Voltage Service Entrance and All Feeders rigid steel conduit, exposed/concealed in ceiling/double walls, embedded in concrete walls/slabs or ran underground incased in concrete.

2.2 All Other Auxiliary Layout

uPVC pipes concealed/double walls and/or embedded in concrete walls/slabs. Use flexible metal pipe for connection between junction boxes inside ceiling and lightings and other fixtures using approved fittings.

2.3 All boxes, cabinets and other equipment shall be flushed-mounted unless specified/approved otherwise.

2.4 All boxes for lighting outside, convenience outlets, tumbler switches and other devices shall be galvanized pre-painted and approved products of reputable manufacturers. Cut ends of conduits shall be reamed and cleansed to remove burr and sharp edges. Threads cut on conduits shall be the same thread dimensions as factory cut conduit threads.

2.5 Conduits joints shall be made straight and true. Elbows and offsets and changes in directions and runs shall be uniform. Bends shall be made without kinking or destroying the cross-sectional contours of the conduits. Conduit terminals shall be provided at outlet boxes and cabinets with locknuts and bushing. Conduits shall be continuous from outlet and from outlet to pull boxes and cabinets in the manner that the conduit system shall be electrically continuous.

Where conduit runs are exposed, they shall be supported at an interval of not more than 0.75m maximum with proper clamps and bolts or expansion shields or other means of support.

2.6 All splices, taps, junction in wires larger than 8.0 sq. mm. shall be done with solderless connection of suitable sizes and properly insulated with

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rubber tapes and protected by friction tapes, so that the insulation strength shall at least be equal to the insulation of the conductors they join.

2.7 Unless otherwise specified, the type of wires to be used shall either be THW or THHN. Smallest size of wire to be used for lighting and power unless otherwise indicated shall be 3.5 sq. mm.

3. Feeders

Feeders shall be laid out in accordance with riser diagram shown in the electrical plans. Unless otherwise specified type THW or THHN wires shall be used for feeder lines. The wires and conduits sizes shown in the electrical plans shall be minimum sized to be used.

4. Walls switches and receptacle

All wall switches shall be flush type and mounted 1.40 meters above finish floor line unless otherwise specified. Convenience outlets shall be grounding type, wall flushed, mounted 0.30 meter above finished floor line or finished counters unless otherwise specified in the plan. Ground fault circuit interrupter protected convenience outlets shall be used in bathrooms, lavatories, sinks, laundry areas and the like.

5. Main Switches, Transfer Switches and Panel Board

The enclosures for the above-mentioned items shall be of standard sizes and shall be gauge #16. Circuit breakers shall be 250 Volts, AC, rated 75C, interrupting ratings specified in the plan shall be followed at all times.

6. Lighting Fixtures

Install all lighting fixtures and lamps as specified and as shown on plans, fluorescent lamps shall either be 48 inches/40 watts or 24 inches/20 watts, standard cool white or daylight with the minimum light output of 3,000 lumens. Use high power factor ballast.

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All fluorescent fixtures housing shall be of US Gauge 22 minimum. Submit one sample of each type of fixtures to the project engineer for approval prior to manufacturing and installation.

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M. REMOVAL OF ALL TEMPORARY STRUCTURES

All temporary structure that was built like scaffoldings and forms necessary to complete the building shall be removed by the contractor. The site should be therefore be free from all unnecessary pieces of wood, piles and either stones, gravel or other debris

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N. ACCEPTANCE OF WORKS

1. As soon as the construction is satisfactory inspected and it conforms to the plans and specifications, the contractor shall submit to the procuring entity's representative a written notice that said building is ready to use and is subject to the latter's approval. However, in the event of the occurrence of correction that will result to demolitions and works due to Contractor's fault shall be done by the Contractor without extra compensation to the Owner.
2. Within fifteen (15) working days after receipt of notice, the Owner's authorized representatives shall execute final inspection and recommend to the owner the issuance of notice of approval of the completion of the said building.
3. Upon inspection of an affidavit that the procuring entity has approved the completion of the building and acceptance thereof, the work is automatically terminated.

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Jeff
Snyder
C. Smith
and
D. Smith

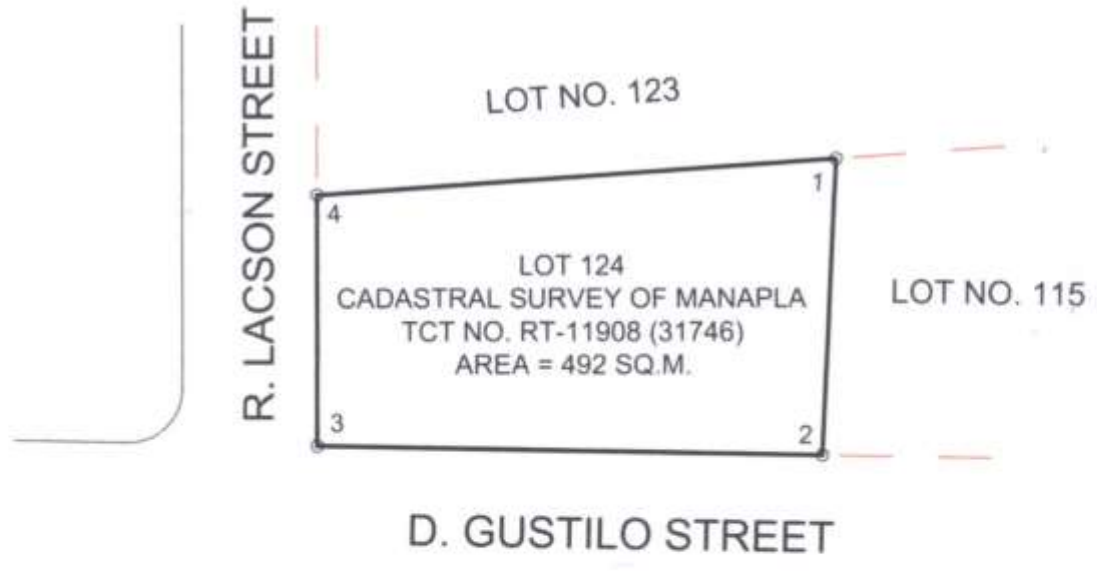
Section VII. Drawings



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A. VICINITY MAP AND LOT PLAN

SITE



D. GUSTILO STREET



B. PERSPECTIVE DRAWING



JFH
Assistant Engineer
Engr. J. F. H.



PH
Srinivas
Srinivas
and
Sri



Jim
Sprecher
Cody
and
Paul

Section VIII. Bill of Quantities



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 MWD
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Bill of Quantities

Note: Quantities estimated are for the purpose of comparing bids. Payment will be based on actual quantities furnished, installed or constructed.

| Product Name: CONSTRUCTION OF THE PROPOSED MANAPLA WATER DISTRICT OFFICE BUILDING | | | | | |
|--|--|------|-----------------|--|--|
| Location: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental. | | | | | |
| SECTION VIII - BILL OF QUANTITIES | | | | | |
| Part No. <u> </u> of <u> </u> | | | | Part Description: _____ | |
| (Columns (1), (2), (3) and (4) are to be filled up by the Procuring Entity) | | | | (Columns (5) and (6) are to be filled up by the Bidder) | |
| Pay Item No | Description | Unit | Quantity | Unit Price (Pesos) | Total Amount (Pesos) |
| | CONSTRUCTION OF TWO (2) STOREY MANAPLA WATER DISTRICT OFFICE BUILDING | | | | |
| 1 | GENERAL REQUIREMENTS | | LUMP SUM | In Words: _____ _____ In Figures: _____ _____ | In Words: _____ _____ In Figures: _____ _____ |
| 2 | SITE WORKS | | LUMP SUM | In Words: _____ _____ In Figures: _____ _____ | In Words: _____ _____ In Figures: _____ _____ |
| 3 | FORMS AND SCAFFOLDING | | LUMP SUM | In Words: _____ _____ _____ _____ In Figures: _____ _____ | In Words: _____ _____ _____ _____ In Figures: _____ _____ |
| Submitted by: | | | | | |
| Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____ | | | | | |
| Date: _____ | | | | | |
| Position: _____ | | | | | |
| Name of Bidder: _____ | | | | | |



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 Supervisor
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| Pay Item No | Description | Unit | Quantity | Unit Price (Pesos) | Total Amount (Pesos) |
|--|----------------------------|------|----------|--------------------------------------|--------------------------------------|
| CONSTRUCTION OF TWO (2) STOREY MANAPLA WATER DISTRICT OFFICE BUILDING | | | | | |
| 4 | STRUCTURAL CONCRETE | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 5 | STRUCTURAL STEEL | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 6 | MASONRY & PLASTERING WORKS | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 7 | DOORS AND WINDOWS | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |

Submitted by:
 Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____
 Date: _____
 Position: _____
 Name of Bidder: _____



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 Serrano
 Lopez
 Sandoval
 JFJ

| Pay Item No | Description | Unit | Quantity | Unit Price (Pesos) | Total Amount (Pesos) |
|--|-----------------------------|------|----------|--------------------------------------|--------------------------------------|
| CONSTRUCTION OF TWO (2) STOREY MANAPLA WATER DISTRICT OFFICE BUILDING | | | | | |
| 8 | ELECTRICAL WORKS | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 9 | STEEL TRUSS | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 10 | ROOFING WORKS & ACCESSORIES | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 11 | PLUMBING WORKS | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |

Submitted by:
 Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____
 Date: _____
 Position: _____
 Name of Bidder: _____



| Pay Item No | Description | Unit | Quantity | Unit Price (Pesos) | Total Amount (Pesos) |
|--|-------------------------------|------|----------|--|--|
| CONSTRUCTION OF TWO (2) STOREY MANAPLA WATER DISTRICT OFFICE BUILDING | | | | | |
| 12 | PAINTING WORKS | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 13 | CEILING WORKS | | LUMP SUM | In Words: _____ In Figures: _____ | In Words: _____ In Figures: _____ |
| 14 | TILE WORKS & CONCRETE TOPPING | | LUMP SUM | In Words: _____ _____ _____ In Figures: _____ | In Words: _____ _____ _____ In Figures: _____ |
| 15 | MISCELLANEOUS WORKS | | LUMP SUM | In Words: _____ _____ _____ In Figures: _____ | In Words: _____ _____ _____ In Figures: _____ |

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Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____



| | |
|---|--|
| Project Description | CONSTRUCTION OF TWO (2) STOREY MANAPLA WATER DISTRICT OFFICE BUILDING |
| TOTAL BID COST | In Words: _____ _____ |
| | In Figures: _____ |
| <i>Submitted by:</i> <i>Name & Signature and Official Stamp of Bidder/Bidder's Representative:</i> _____ <i>Date:</i> _____ <i>Position:</i> _____ <i>Name of Bidder:</i> _____ | |

Notes:

1. In case of discrepancy between the amount in words and the amount in figures, amount in words shall prevail.
2. Unit bid prices in Bid Forms shall prevail over the detailed cost estimates in Breakdown of Prices.
3. Quantities Estimated are for the purposes of comparing bids. Payment will be based on actual quantities furnished, installed or constructed.

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 MWD
 JFH
 JFH
 JFH



SUMMARY UNDER LUMP SUM AND UNIT BID PRICE ITEMS






| Item No. | Scope Of Work | Qty. | Unit | Total AMOUNT |
|----------|-------------------------------|------|------|-----------------|
| I. | GENERAL REQUIREMENTS | 1 | lot | |
| II. | SITE WORKS | 1 | lot | |
| III. | FORMS & SCAFFOLDS | 1 | lot | |
| IV. | STRUCTURAL CONCRETE | 1 | lot | |
| V. | STRUCTURAL STEEL | 1 | lot | |
| VI. | MASONRY & PLASTERING WORKS | 1 | lot | |
| VII. | DOORS AND WINDOWS | 1 | lot | |
| VIII. | ELECTRICAL WORKS | 1 | lot | |
| IX. | STEEL TRUSS | 1 | lot | |
| X. | ROOFING WORKS & ACCESSORIES | 1 | lot | |
| XI. | PLUMBING WORKS | 1 | lot | |
| XII. | PAINTING WORKS | 1 | lot | |
| XIII. | CEILING WORKS | 1 | lot | |
| XIV. | TILE WORKS & CONCRETE TOPPING | 1 | lot | |
| XV. | MISCELLANEOUS WORKS | 1 | lot | |
| | TOTAL COST | | | |

Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____



BREAKDOWN OF PRICES

The Breakdown shall be submitted together with the bid and shall form part of the bid form. The amounts shall represent the true breakdown of the bid price of the Lump Sum Prices shown in the Bid Form in Philippine Peso. These amounts will be used in preparing monthly estimates. All breakdowns should be balanced and consistent with the bid amount in the Section VIII – Bill of Quantities (Bid Form). The total amount indicated in the forms below for each Unit Prices and Lump Sum Bid Prices must equal the bid prices shown in the Section VIII – Bill of Quantities (Bid Form), otherwise, the unit/Lump sum prices in the bid form (BOQ) shall prevail.

| ITEM NO. | SCOPE OF WORK | QTY | UNIT | Materials Unit Cost | Labor Unit Cost | TOTAL AMOUNT |
|-----------|--|-----|------|---------------------|-----------------|--------------|
| I. | GENERAL REQUIREMENTS | | | | | |
| 1.1 | Permits, Bonds, Fees, Guarantees, Warranties, and Insurances | 1 | lot | | | |
| 1.2 | Mobilization and Demobilization | 1 | lot | | | |
| 1.3 | Safety Productive Measures / PPE | 1 | lot | | | |
| 1.4 | Tools & Equipment Support | 1 | lot | | | |
| 1.5 | Temporary Facilities & Utilities | 1 | Lot | | | |
| | a. Temporary Electric power and light | 1 | Lot | | | |
| | b. Temporary water service and distribution | 1 | Lot | | | |
| | c. Material Storage & Warehouseman | 1 | Lot | | | |
| | d. Project and COA Sign Board | | | | | |
| | Sub Total | | | | | |

Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____



| Item No. | Scope Of Work | Qty | Unit | Materials Unit Cost | Labor Unit Cost | Total Amount |
|-----------------------------------|---|-------|----------------|---------------------|-----------------|--------------|
| II. SITE WORKS | | | | | | |
| 2.1 | Excavation | 61 | m ³ | | | |
| 2.2 | Backfilling & Compaction @ Footings | 45 | m ³ | | | |
| 2.3 | Supply of Backfill Materials & Compaction | 311 | m ³ | | | |
| 2.4 | Layout, Site Clearing & General Cleaning | 1 | lot | | | |
| Sub Total Item II | | | | | | |
| III. FORMS & SCAFFOLDS | | | | | | |
| 3.1 | Phenolic Board 3/4" | 250 | pcs. | | | |
| 3.2 | G.I. Tubular 2"x3"x1.5mm Thick | 150 | pcs. | | | |
| 3.3 | Coco Lumber 2"x3"x10' | 200 | pcs. | | | |
| 3.4 | G.I. Pipes Schedule 1 1/2" | 100 | pcs. | | | |
| 3.7 | Swivel Clamps | 500 | pcs. | | | |
| 3.8 | Scaffoldings H- Frames | 50 | sets | | | |
| 3.9 | Consumables (Black Screw, Welding Rod...etc.) | 1 | lot | | | |
| Sub Total Item III | | | | | | |
| IV. STRUCTURAL CONCRETE | | | | | | |
| 4.1 | Foundation/Wall Footing/Slab/Column/Beams/Stairs | | | | | |
| a. | Portland Cement | 1228 | bags | | | |
| b. | Gravel 3/4 | 140 | m ³ | | | |
| c. | Sand | 70 | m ³ | | | |
| Sub Total Item IV | | | | | | |
| V. STRUCTURAL STEEL | | | | | | |
| 5.1 | 16mm dia x 6mtrs RSB - Grade 60 | 9080 | kgs | | | |
| 5.2 | 12mm dia x 6mtrs RSB - Grade 33 | 2,118 | kgs | | | |
| 5.3 | 10mm dia x 6mtrs RSB - Grade 33 | 7900 | kgs | | | |
| 5.4 | G.I Wire #16 | 210 | kgs | | | |
| Sub Total Item V | | | | | | |

Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____

JFH
 Submitted by
 JFH
 JFH
 JFH



| Item No. | Scope of Work | Qty | Unit | Materials Unit Cost | Labor Unit Cost | Total Amount |
|-------------|--|-------|----------------|---------------------|-----------------|--------------|
| V. | STRUCTURAL STEEL | | | | | |
| 5.1 | 16mm dia x 6mtrs RSB - Grade 60 | 9080 | kgs | | | |
| 5.2 | 12mm dia x 6mtrs RSB - Grade 33 | 2,118 | kgs | | | |
| 5.3 | 10mm dia x 6mtrs RSB - Grade 33 | 7900 | kgs | | | |
| 5.4 | G.I Wire #16 | 210 | kgs | | | |
| | Sub Total Item V | | | | | |
| VI. | MASONRY & PLASTERING WORKS | | | | | |
| 6.1 | CHB 6" - 700psi | 6,420 | pcs | | | |
| 6.2 | CHB 4" - 700psi | 5,580 | pcs | | | |
| 6.3 | Cement for Filler & Layering | 880 | bags | | | |
| 6.4 | Cement for Plastering | 720 | bags | | | |
| 6.5 | Sand for Filler & Layering | 95 | m ³ | | | |
| 6.6 | Bistay Sand for Plastering | 85 | m ³ | | | |
| 6.7 | 10mm dia x 6mtrs RSB for Horizontal | 3600 | kgs | | | |
| 6.8 | G.I Wire #16 | 85 | kgs | | | |
| | Sub Total Item VI | | | | | |
| VII. | DOORS AND WINDOWS | | | | | |
| 7.1 | Double Swing Glass Door (D-1) - 1.6Mx2.4M | 3 | sets | | | |
| 7.2 | Double Swing Glass Door (D-2) - 1.2Mx2.4M | 2 | sets | | | |
| 7.3 | Flush Door (D-3) - 0.8M x 2.1M | 2 | sets | | | |
| 7.4 | Full Louver Steel Door (D-4) - 0.7M x 2.1M | 1 | set | | | |
| 7.5 | PVC Door (D-5) - 0.6M x 2.1M | 5 | sets | | | |
| 7.6 | Double Sliding Glass Door (D-6) - 1.6Mx2.4M | 1 | set | | | |
| 7.7 | W-1 One Way View Mirror Glass Sliding Window (2.4mW x 1.5mH) | 4 | sets | | | |
| 7.8 | W-2 One Way View Mirror Glass Sliding Window (1.4mW x 1.5mH) | 5 | sets | | | |
| 7.9 | One Way View Mirror Glass Sliding Window (2.4mW x 0.6mH) | 2 | sets | | | |
| 7.10 | W-4 One Way View Mirror Glass Sliding Window (0.8mW x 0.6mH) | 3 | sets | | | |
| 7.11 | W-5 One Way View Mirror Glass Sliding Window (2.4mW x 1.2mH) | 1 | set | | | |
| 7.12 | W-6 One Way View Mirror Glass Sliding Window (1.2mW x 1.2mH) | 1 | set | | | |

Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____

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| Item No. | Scope of Work | Qty | Unit | Materials Unit Cost | Labor Unit Cost | Total Amount |
|--------------|------------------------------|-----|--------|---------------------|-----------------|--------------|
| VIII. | ELECTRICAL WORKS | | | | | |
| A. | Service Entrance | | | | | |
| 8.1 | 250 Amps Meter base | 1 | set | | | |
| 8.2 | RSC Service Cup 2" | 1 | set | | | |
| 8.3 | RSC Pipe 2" | 1 | length | | | |
| 8.4 | 125mm ² THHN Wire | 6 | lm | | | |
| 8.5 | 30mm ² THHN Wire | 3 | lm | | | |
| 8.6 | Locknut & Bushing 2" | 2 | pairs | | | |
| 8.7 | Conduit Clamp | 3 | pcs | | | |
| 8.8 | Tox w/ Screw #10 | 6 | pcs | | | |
| 8.9 | 2 Spool Secondary Rack | 1 | set | | | |
| B. | Main Supply | | | | | |
| 8.10 | PVC Pipe 2" Electrical | 8 | pcs | | | |
| 8.11 | PVC Elbow 2" | 2 | pcs | | | |
| 8.12 | 125mm ² THHN Wire | 50 | lm | | | - |
| 8.13 | 30mm ² THHN Wire | 25 | lm | | | - |
| 8.14 | Electrical Tape | 5 | pcs | | | - |
| 8.15 | Solvent Cement 200cc | 1 | can | | | - |
| 8.16 | G.I. Wire #14 | 5 | kgs | | | - |

Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____

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 Papat's
 and
 JFF



| Item No. | Scope of Work | Qty | Unit | Materials Unit Cost | Labor Unit Cost | Total Amount |
|-----------|---|-----|-------|---------------------|-----------------|--------------|
| C. | Panel Board | | | | | |
| 8.17 | 250 Amps, 300AF Bolt on w/ 16 Branches Main | 1 | set | | | |
| | Branches: | | | | | |
| 8.18 | 100 Amps, | 1 | pcs | | | |
| 8.19 | 40 Amps | 5 | pcs | | | |
| 8.20 | 30 Amps | 4 | pcs | | | |
| 8.21 | 20 Amps | 5 | pcs | | | |
| 8.22 | 100 AT, 150AF Bolt on Type w/ 12 Branches | 1 | set | | | |
| | Branches: | | | | | |
| 8.23 | 40 Amps | 5 | pcs | | | |
| 8.24 | 30 Amps | 4 | pcs | | | |
| 8.25 | 20 Amps | 5 | pcs | | | |
| 8.26 | 30mm ² THHN Wire | 30 | lm | | | |
| 8.27 | 6.0mm ² THHN Wire | 15 | lm | | | |
| 8.28 | 1 1/2" PVC Pipe Electrical | 10 | pcs | | | |
| 8.29 | Elbow 1 1/2" PVC | 3 | pcs | | | |
| 8.30 | G.I. Wire #16 | 2 | kgs | | | |
| 8.31 | Electrical Tape | 2 | pcs | | | |
| 8.32 | Solvent Cement 100cc | 1 | can | | | |
| D. | Ground Floor C.O. | | | | | |
| 8.33 | 1/2" PVC Pipe Electrical | 40 | pcs | | | |
| 8.34 | U-Box | 36 | pcs | | | |
| 8.35 | Solvent 200cc | 5 | cans | | | |
| 8.36 | G.I. Wire #16 | 5 | kgs | | | |
| 8.37 | 3.5mm ² THHN Wire | 4 | boxes | | | |
| 8.38 | 2.0mm ² THHN Wire | 1 | boxes | | | |
| 8.39 | Electrical Tape | 5 | pcs | | | |
| E. | Ground Floor L.O. | | | | | |
| 8.40 | 1/2" PVC Pipe Electrical | 30 | pcs | | | |
| 8.41 | U-Box | 25 | pcs | | | |
| 8.42 | Solvent 200cc | 4 | cans | | | |
| 8.43 | G.I. Wire #16 | 4 | kgs | | | |
| 8.44 | 3.5mm ² THHN Wire | 3 | boxes | | | |
| 8.45 | 2.0mm ² THHN Wire | 2 | boxes | | | |
| 8.46 | Electrical Tape | 5 | pcs | | | |

JFH
 Supervisor
 P. S.
 JFH

Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____



| Item No. | Scope of Work | Qty | Unit | Materials Unit Cost | Labor Unit Cost | Total Amount |
|-----------------------------------|--|-----|-------|---------------------|-----------------|--------------|
| F. Devices C.O. | | | | | | |
| 8.47 | 3 Fringe 2 Gang Outlet (Universal Wide Series) | 60 | sets | | | |
| G. ACU Ground & Second | | | | | | |
| 8.48 | 3/4" PVC Electrical | 50 | pcs | | | |
| 8.49 | U-Box | 10 | pcs | | | |
| 8.50 | Solvent 200cc | 4 | cans | | | |
| 8.51 | G.I. Wire #16 | 4 | kgs | | | |
| 8.52 | 3.5mm2 THHN Wire | 4 | boxes | | | |
| 8.53 | 2.0mm2 THHN Wire | 1 | box | | | |
| 8.54 | Electrical Tape | 3 | pcs | | | |
| 8.55 | 40 Amps KSB Type | 8 | sets | | | |
| 8.56 | Aircon Outlet | 8 | sets | | | |
| H. Ground Floor L.O. | | | | | | |
| 8.57 | 1/2" PVC Pipe Electrical | 60 | pcs | | | |
| 8.58 | U-Box | 40 | pcs | | | |
| 8.59 | J-Box | 100 | pcs | | | |
| 8.60 | 4/16"x4/16" Square Box | 20 | pcs | | | |
| 8.61 | G.I. Wire #16 | 5 | kgs | | | |
| 8.62 | Solvent Cement 200cc | 5 | cans | | | |
| 8.63 | Electrical Tape | 20 | pcs | | | |
| 8.64 | 1/2" Flexible Hose | 100 | lm | | | |
| 8.65 | 1/2" Flexible Connector | 400 | pcs | | | |
| 8.66 | 3.5mm2 THHN Wire | 6 | boxes | | | |
| 8.67 | 2.0mm2 THHN Wire | 2 | boxes | | | |
| 8.68 SECOND FLOOR L.O. | | | | | | |
| 8.69 | 1/2" PVC Pipe Electrical | 40 | pcs | | | |
| 8.70 | U-Box | 15 | pcs | | | |
| 8.71 | J-Box | 70 | pcs | | | |
| 8.72 | 4/16"x4/16" Square Box | 8 | pcs | | | |
| 8.73 | G.I. Wire #16 | 3 | kgs | | | |
| 8.74 | Solvent Cement 200cc | 3 | cans | | | |
| 8.75 | Electrical Tape | 10 | pcs | | | |
| 8.76 | 1/2" Flexible Hose | 50 | lm | | | |
| 8.77 | 1/2" Flexible Connector | 280 | pcs | | | |
| 8.78 | 3.5mm2 THHN Wire | 4 | boxes | | | |
| 8.79 | 2.0mm2 THHN Wire | 2 | boxes | | | |

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Submitted by:

Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____

Date: _____

Position: _____

Name of Bidder: _____



RFI
 Services
 Parties
 and
 Staff

| Item No. | Scope of Work | Qty | Unit | Materials Unit Cost | Labor Unit Cost | Total Amount |
|-----------|---------------------------|-----|------|---------------------|-----------------|--------------|
| XI | PLUMBING WORKS | | | | | |
| 11.1 | Gate Valve 3/4 | 2 | sets | | | |
| 11.2 | Check Valve | 1 | sets | | | |
| 11.3 | Water Closet | 5 | sets | | | |
| 11.5 | Wall Hang Lavatory | 5 | sets | | | |
| 11.6 | Counter Top Lavatory | 2 | sets | | | |
| 11.7 | PVC Pipe 6" dia | 30 | pcs | | | |
| 11.8 | PVC Elbow 6" dia | 12 | pcs | | | |
| 11.9 | PVC Wye 6" dia | 8 | pcs | | | |
| 11.10 | PVC Reducer 6"x4" dia | 12 | pcs | | | |
| 11.11 | PVC Clean Out 4" | 7 | pcs | | | |
| 11.12 | PVC Pipe 4" dia | 12 | pcs | | | |
| 11.13 | PVC Elbow 4" dia | 16 | pcs | | | |
| 11.14 | PVC Tee Reducer 4"x2" dia | 5 | pcs | | | |
| 11.15 | PVC Pipe 2" dia | 30 | pcs | | | |
| 11.16 | PVC Elbow 2" dia | 60 | pcs | | | |
| 11.17 | PVC Blue Pipe 20mm | 20 | pcs | | | |
| 11.18 | PVC Blue Pipe 25mm | 30 | pcs | | | |
| 11.19 | Tee Reducer | 20 | pcs | | | |
| 11.20 | Equal Tee | 10 | pcs | | | |
| 11.21 | Equal Elbow | 20 | pcs | | | |
| 11.22 | Female Elbow | 20 | pcs | | | |
| 11.23 | Coupling 1/2" | 10 | pcs | | | |
| 11.24 | Coupling 3/4" | 10 | pcs | | | |
| 11.25 | Faucet | 5 | pcs | | | |
| 11.26 | Gate valve 1/2 | 6 | pcs | | | |
| 11.27 | Angle Valve | 10 | pcs | | | |
| 11.28 | P-trap | 15 | set | | | |
| 11.29 | A&B Epoxy | 1 | gal | | | |
| 11.30 | Solvent Cement | 10 | cans | | | |

Submitted by:
 Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____
 Date: _____
 Position: _____
 Name of Bidder: _____



| Item No. | Scope of Work | Qty | Unit | Materials Unit Cost | Labor Unit Cost | Total Amount |
|--|--|--------|----------------|---------------------|-----------------|--------------|
| XIII. | CEILING WORKS | | | | | |
| 13.1 | Metal Furring | 600 | pcs | | | |
| 13.2 | Carrying Channel | 400 | pcs | | | |
| 13.3 | Wall angle | 400 | pcs | | | |
| 13.4 | Furring clip | 2,800 | pcs | | | |
| 13.5 | Ficem Board – Hardi flex 4.5mm thick | 130 | pcs | | | |
| 13.6 | Blind rivets 1/8 x 1/2 | 20 | box | | | |
| 13.7 | Screw | 10,000 | pcs | | | |
| 13.8 | Concrete nail | 15 | kgs | | | |
| 13.9 | Drill bit 1/8 | 129 | pcs | | | |
| 13.10 | Air vent | 4 | sets | | | |
| 13.11 | Others, Please Specify... | 1 | lot | | | |
| | Sub Total Item XIII | | | | | |
| XIV. | TILE WORKS & CONCRETE TOPPING | | | | | |
| 14.1 | 24"x24" Floor Tiles | 295 | pcs | | | |
| 14.2 | 12" X 12" Wall Tiles @ CR | 620 | pcs | | | |
| 14.3 | Tile Adhesive | 170 | bags | | | |
| 14.4 | Tile Grout | 50 | bags | | | |
| 14.5 | Cement | 330 | bags | | | |
| 14.6 | Bi stay Sand | 17 | m ³ | | | |
| 14.7 | Tile trim | 95 | pcs | | | |
| 14.8 | Others, Please Specify... | 1 | lot | | | |
| | Sub Total @ item XIV | | | | | |
| XV. | MISCELLANEOUS WORKS | | | | | |
| 15.1 | Stair Railings with Ramp for PWD | 40 | l.m. | | | |
| 15.2 | Cashier Counter | 8 | l.m. | | | |
| 15.3 | Stone Accent | 12 | sqm | | | |
| 15.4 | Manapla Water District Logo with Name | 1 | lot | | | |
| 15.5 | Others, Please Specify... | 1 | lot | | | |
| | Sub Total Item XV | | | | | |
| Submitted by: | | | | | | |
| Name & Signature and Official Stamp of Bidder/Bidder's Representative: _____ | | | | | | |
| Date: _____ | | | | | | |
| Position: _____ | | | | | | |
| Name of Bidder: _____ | | | | | | |

For
 Services
 (Dagupan)
 and
 [Signature]



Handwritten signatures and initials, including the name "Serrano" and other illegible marks.

Section IX. Bidding Forms



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| Omnibus Sworn Statement | 136 |
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| Standard Forms..... | 140 |

[Handwritten signatures and initials]



Bid Form

Date: _____

To: MANAPLA WATER DISTRICT
BIDS AND AWARDS COMMITTEE
B. Gallo St., Brgy. 1-B, Manapla, Negros Occidental

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract, **Construction of Two-Storey MWD Office Building**.
- (b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

The total price of our Bid, 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



Handwritten signatures and initials on the right margin, including 'JFH', 'Serrano', 'B. Gallo', and 'J. P. Gallo'.

- (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.

JPH
 B. B. B.
 B. B. B.
 B. B. B.
 B. B. B.

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.



[Handwritten signatures and initials on the right margin, including 'JPH', 'S. S. S.', 'C. S. S.', 'S. S. S.', and 'S. S. S.']

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]

[Handwritten signatures and initials on the right margin]



Omnibus Sworn Statement

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

AFFIDAVIT

1. [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

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



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



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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 _____



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Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

x-----x

Invitation to Bid for the Construction of Two-Storey MWD Office Building

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.

[Handwritten signatures and initials on the right margin]



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 ____.

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John

Speakes

Cooper's

and

Bill

Standard Forms



[Handwritten signature]



MANAPLA WATER DISTRICT

Name of the Contract: Construction of Two-Storey MWD Office Building
 Location of the Contract: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental

Statement of Single Largest Completed Contracts which are similar in nature

Business Name : _____
 Business Address : _____

| Name of Contract | d. Owner Name e. Address f. Telephone No. | Nature of Work | Contractor's Role | | d. Amount at Award | a. Date Awarded |
|------------------|---|----------------|-------------------|---|--------------------|-----------------|
| | | | Description | % | | |
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Note: This statement shall be supported with:

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

Submitted by : _____
 Designation : _____
 Date : _____
 (Printed Name & Signature)

JPH

Signature

Signature

Signature



MANAPLA WATER DISTRICT

Name of the Contract: Construction of Two-Storey MWD Office Building
Location of the Contract: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental

Statement of Availability of Key Personnel and Equipment

(Date of Issuance)

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

Attention : The Chairman
Bids and Awards Committee

Dear Sir / Madame:

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

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

Very truly yours,

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

MANAPLA WATER DISTRICT

Name of the Contract: Construction of Two-Storey MWD Office Building
Location of the Contract: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental

**OUTLINE
NARRATIVE DESCRIPTION OF
CONSTRUCTION METHODS**

1.0 INTRODUCTION

Refer to Bidding, etc.

2.0 BRIEF DESCRIPTION OF CONTRACT WORKS

State general features of contract works. Use tables as necessary.

3.0 CONSTRUCTION METHODS AND PROCEDURES

3.1 Methodology or General Approach

State general approach in construction in terms of use of equipment-intensive or labor-based methods, any special techniques, methods or procedures to ensure completion on time and quality of construction financing the project, etc.

3.2 Program of Work

CPM, Progress Bar Schedule and Development Schedules submitted.

3.3 Financial Program

Cash flow schedules, provision for working capital, schedule of receipts, etc.

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MANAPLA WATER DISTRICT

Name of the Contract: Construction of Two-Storey MWD Office Building

Location of the Contract: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental

Contractor's Organizational Chart for the Contract

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

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

[Handwritten signatures and initials on the right margin]



MANAPLA WATER DISTRICT

Name of the Contract: Construction of Two-Storey MWD Office Building
 Location of the Contract: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental

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

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

- Authorized Managing Officer / Representative
 - Sustained Technical Employee
1. Name : _____
 2. Date of Birth : _____
 3. Nationality : _____
 4. Education and Degrees : _____
 5. Specialty : _____
 6. Registration : _____
 7. Length of Service with the Firm : _____ Year from _____ (months) _____ (year)
 To _____ (months) _____ (year)
 8. Years of Experience : _____
 9. If Item 7 is less than ten (10) years, give name and length of service with previous employers for a ten (10)-year period (attached additional sheet/s), if necessary:

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

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

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

[Handwritten signatures and initials on the right margin]

Name and Signature of Employee

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

(Place and Date)

(The Authorized Representative)



[Handwritten signatures]



MANAPLA WATER DISTRICT

Name of the Contract: Construction of Two-Storey MWD Office Building
 Location of the Contract: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental

Qualification of Key Personnel Proposed to be Assigned to the Contract

| Business Name Business Address | | Site Supervisor | Chief Well Driller | Assistant Well Driller | Weider | Locally Hired Helpers | Other positions deemed required by the Applicant for this project |
|-----------------------------------|---------------------|-----------------|--------------------|------------------------|--------|-----------------------|---|
| 1 | Name | | | | | | |
| 2 | Address | | | | | | |
| 3 | Date of Birth | | | | | | |
| 4 | Employed Since | | | | | | |
| 5 | Experience | | | | | | |
| 6 | Previous Employment | | | | | | |
| 7 | Education | | | | | | |
| 8 | PRC License | | | | | | |

- : Site Supervisor
- : Chief Well Driller
- : Assistant Well Driller
- : Weider
- : Locally Hired Helpers

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

Submitted by : _____
 Designation : _____
 Date : _____
 (Printed Name & Signature)

JPH *Jesus Capala* *and* *Jul*



MANAPLA WATER DISTRICT

Name of the Contract: Construction of Two-Storey MWD Office Building

Location of the Contract: Cor. Lacson-Gustilo St., Brgy. I-B, Manapla, Negros Occidental

List of Equipment, Owned or Leased and/or under Purchase Agreements, Pledged to the Proposed Contract

Business Name : _____
 Business Address : _____

| Description | Model/Y ear | Capacity/ Performance / Size | Plate No. | Motor No. / Body No. | Location | Condition | Proof of Ownership / Lessor or Vendor |
|-------------------------------------|-------------|------------------------------|-----------|----------------------|----------|-----------|---------------------------------------|
| A. Owned | | | | | | | |
| i. | | | | | | | |
| ii. | | | | | | | |
| iii. | | | | | | | |
| B. Leased | | | | | | | |
| i. | | | | | | | |
| ii. | | | | | | | |
| iii. | | | | | | | |
| iv. | | | | | | | |
| C. Under Purchase Agreements | | | | | | | |
| i. | | | | | | | |
| ii. | | | | | | | |
| iii. | | | | | | | |
| iv. | | | | | | | |

List of minimum equipment required for the project

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

(SURETY AND/OR INSURANCE COMPANY)
(Principal Office Address)
(Contact Number)
TIN No. _____

| | | |
|---------|---|-------|
| Premium | : | _____ |
| Doc. S. | : | _____ |
| Evat | : | _____ |
| N/S | : | _____ |

BOND NO. _____

G(2) -B

SURETY BOND: BID SECURITY

(FOR GOVERNMENT BIDS)

By this bond, We, _____ (Name of Bidder) represented by _____ (Name of Authorized Representative), as Principal, and _____ (Surety and/or Insurance Company), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at (office address) _____, are held and firmly bound unto the _____ (Procuring Entity) as Obligee in the sum of _____ (Amount in Words) (P _____), Philippine Currency, callable on demand by _____ (Procuring Entity) for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal will submit a written Bid to the OBLIGEE [Procuring Entity] on the _____ (Date) day of _____ (Month), 20 _____ Year, for the (Name of Project/Procurement) _____ (Project).

NOW, THEREFORE, the conditions of this obligation are:

- (a) if the Principal:
- withdraws its bid during the period of bid validity specified in **Instruction to Bidders (ITB)**;
 - does not accept the correction of arithmetical errors of his bid price in accordance with the **ITB**;
 - fails to submit the requirements within the prescribed period or a finding against their veracity as stated in the **ITB**;
 - submits eligibility requirements containing false information or falsified documents;
 - submits 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;
 - allows the use of one's name, or using the name of another for purposes of public bidding;
 - withdraws a bid, or refuses to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
 - refuses or fails to post the required performance security within the prescribed time;



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- i) refuses 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;
 - j) performs any documented attempt to unduly influence the outcome of the bidding in his favor;
 - k) fails to enter into the joint venture with potential joint venture partners after the bid is declared successful; or
 - l) performs all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the Principal, having been determined as the bidder with the Lowest Calculated Responsive/Rated Responsive Bid,
- (i) fails, refuses, or is unable to submit the documents required under Sections 34.2 and 37.1.4 of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184;
 - (ii) fails to sign the contract in accordance with the **ITB**; or
 - (iii) fails to furnish performance security in accordance with the **ITB**.

In case of the occurrence of ANY OF the abovementioned grounds, the (Procuring Entity) _____ shall call upon the Bond upon a written demand to the Surety, and the Surety shall pay _____ (Procuring Entity) _____ up to the entered amount of the Bond due to the occurrence of any or combination of the conditions stated above.

PROVIDED HOWEVER, that the Surety shall not be liable for a greater sum than the specified penalty of this bond.

The Surety agrees that this instrument shall be valid for _____ () calendar days from the date of the opening of the bids, as such period is stated in the Instruction to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Surety is hereby waived.

IN WITNESS WHEREOF, we have set our hands and signed our names on this _____ at _____, Philippines.

SURETY AND/OR INSURANCE COMPANY

PRINCIPAL

SIGNED IN THE PRESENCE OF:



[Handwritten signatures and initials on the right margin]

(SURETY AND/OR INSURANCE COMPANY)
 (Principal Office Address)
 (Contact Number)
 TIN No. _____

| | | |
|---------|---|-------|
| Premium | : | _____ |
| Doc. S. | : | _____ |
| Evat | : | _____ |
| N/S | : | _____ |

[Handwritten signatures and initials on the right margin]

BOND NO. _____

SURETY BOND: PERFORMANCE SECURITY
 (FOR GOVERNMENT PROCUREMENT)

That we, _____ (Name of Bidder) _____ represented by _____ (Name of Authorized Representative), as PRINCIPAL, and _____ (Surety and/or Insurance Company) _____, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at _____ (office address) _____, are held and firmly bound unto the _____ (Procuring Entity) _____ as OBLIGEE in the sum of _____ (Amount in Words) _____ (P _____), Philippine Currency, callable on demand by _____ (Procuring Entity) _____ for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has been declared the winning bidder and received a Notice of Award on the _____ (Date) _____ day of _____ (Month) _____, 20 ____ Year ____, for the _____ (Name of Project/Procurement) _____ (Project);

WHEREAS, the PRINCIPAL is required to post a Performance Security within ten (10) days upon receipt of such Notice of Award and before the signing of the Contract for the Project to guarantee the faithful performance by the winning Bidder of its obligations under the Contract;

NOW, THEREFORE, the Surety Bond, forming as Performance Security for the Contract posted in favor of _____ (Procuring Entity) _____ shall be forfeited in the event it is established that the winning bidder failed to faithfully perform its obligations under the contract in accordance with the bidding documents.

IN CASE OF FAILURE, the _____ (Procuring Entity) _____ shall call on the Bond upon a written demand to the Surety, and the Surety shall pay the Procuring Entity up to the entered amount of the Bond; provided that



in the demand, _____ (Procuring Entity) _____ will state the violation/s of the PRINCIPAL.

PROVIDED HOWEVER, that the Surety shall not be liable for a greater sum than the specified penalty of this bond.

This performance bond is valid until the issuance of the Certificate of Final Acceptance by the OBLIGEE. This bond shall cover any extension of performance as allowed by the OBLIGEE and notice to the surety is hereby waived.

In case of a reduction of the contract value, the OBLIGEE 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.

IN WITNESS WHEREOF, we have set our hands and signed our names on this _____ at _____, Philippines.

SURETY AND/OR INSURANCE COMPANY

PRINCIPAL

SIGNED IN THE PRESENCE OF:

[Handwritten signatures and initials on the right margin]



(SURETY AND/OR INSURANCE COMPANY)

(Principal Office Address)

(Contact Number)

TIN No. _____

| | | |
|---------|---|-------|
| Premium | : | _____ |
| Doc. S. | : | _____ |
| Evat | : | _____ |
| N/S | : | _____ |

BOND NO. _____

SURETY BOND AS WARRANTY SECURITY
(FOR INFRASTRUCTURE PROJECTS)

That we, _____ (Name of Bidder) _____ represented by _____ (Name of Authorized Representative) _____, as Principal, and _____ (Surety and/or Insurance Company) _____, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at _____ (office address) _____, are held and firmly bound unto the _____ (Procuring Entity) _____ as OBLIGEE in the sum of _____ (Amount in Words) _____ (P _____), Philippine Currency, callable on demand by _____ (Procuring Entity) _____ for the payment of which sum, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is the Contractor for the _____ (Name of Project/Procurement) _____ (Project) of _____ (Procuring Entity) _____;

WHEREAS, the Principal completed the Project on _____ and OBLIGEE issued the Certificate of Acceptance for the Project on _____;

WHEREAS, the Principal is required to post a Warranty Security to guarantee against Structural Defects/Failures, except those occasioned-on force majeure;

NOW, THEREFORE, the Surety Bond, forming as Warranty Security for the Project posted in favor of _____ (Procuring Entity) _____ shall be forfeited in case of structural defects/failure occurring during the applicable warranty period provided in the Bidding Documents.

In case of the occurrence of the abovementioned grounds, _____ (Procuring Entity) _____ shall call upon the Bond upon a written demand to the Surety, and the Surety shall pay OBLIGEE up to the entered amount of the Bond, upon receipt by the Surety of a written demand from OBLIGEE; provided that, in the demand, the OBLIGEE will note that the sum claimed is due to the occurrence of any or combination of the conditions stated above. In this case, this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be liable for a greater sum than the specified penalty of this bond.



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This warranty bond is valid for one year from the date of issuance of the Certificate of Final Acceptance by the OBLIGEE. This bond shall cover any extension of warranty as allowed by the OBLIGEE and notice to the surety is hereby waived.

IN WITNESS WHEREOF, we have set our hands and signed our names on this _____ at _____, Philippines.

SURETY AND/OR INSURANCE COMPANY

PRINCIPAL

SIGNED IN THE PRESENCE OF:

JM
Assessors
Diopardo
and
Spill



Republic of the Philippines



Government Procurement Policy Board