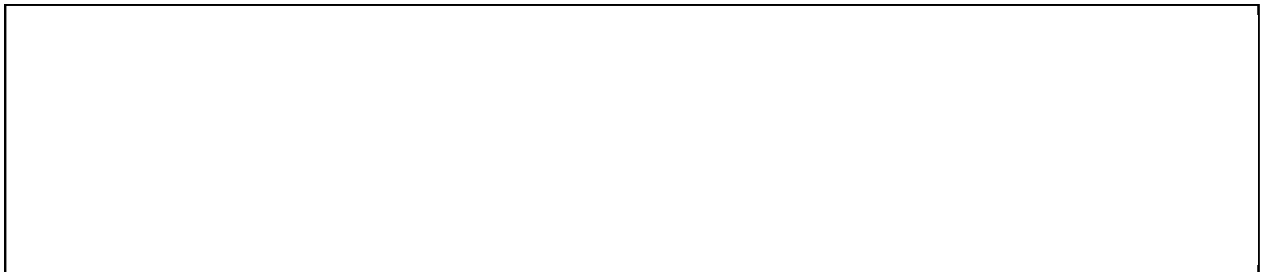




PHILIPPINE HIGH SCHOOL FOR THE ARTS  
National Arts Center, Mt. Makiling,  
Los Baños, Laguna  
Tel# 049-576-4100  
Website: <http://www.phsa.edu.ph>

## PHILIPPINES BIDDING DOCUMENTS

Procurement of Works:



Project No. **2017-03-002**

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# **SECTION I**

# **INVITATION TO BID**

**BIDS AND AWARDS COMMITTEE**

National Arts, Center, Mt. Makiling, Los Baños, Laguna

Website: <http://www.phsa.edu.ph>; Tel. No. 049-576-4100/Telefax: 049-536-5973**Project No. 2017-03-002****INVITATION TO APPLY FOR ELIGIBILITY AND TO BID**

The Philippine High School for the Arts-Bids and Awards Committee (PHSA-BAC) invites all interested bidders to apply for eligibility and to bid for the hereunder project:

Name of Project	<b>Proposed PHSA Bay Campus Site Development</b>
Location	Philippine High School for the Arts (PHSA), Brgy. Tranca, Bay, Laguna
Approved Budget for the Contract	Php 25,950,627.68
Source of Fund	General Fund
Contract Duration	Three Hundred (300) Calendar Days

Prospective bidders should have experience of having completed at least one (1) contract that is similar to the contract to be bid with an amount of at least 50% of the Approved Budget for the Contract and have key personnel and equipment (owned, leased, and purchased) available for the project. The eligibility Check/Screening as well as the Preliminary Examination of Bids shall use non-discretionary "pass/fail" criteria. The bidder(s) with complete eligibility/technical requirements shall advance to post qualification stage in order to finally determine responsiveness of the bid to financial requirements of the project.

All particulars relative to Eligibility statement and screening, Bid Security, Pre-Bidding Conference(s), Evaluation of Bids, Post-qualification and Award of Contract shall be governed by the pertinent provisions of RA 9184 and its Implementing Rules and Regulations (IRR).

The complete schedule is listed as follows:

<b>ACTIVITIES</b>	<b>SCHEDULE</b>
1. Issuance of Bid Documents	March 12-April 10, 2017
2. Pre-bid Conference	March 20, 2017 (10:00am)
3. Submission of Bid	April 10, 2017 (1:30pm)
4. Opening of Bid	April 10, 2017 (2:00pm)
5. Bid Evaluation	April 11-12, 2017
6. Post-qualification	April 17-18, 2017
7. Notice of Award	April 20, 2017

Bids must be delivered to the address and on the date and time stated herein. All bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in ITB Clause 18. A valid Bid Securing Declaration must accompany the bid(s) in lieu of the bid security.

The PHSA assumes no responsibility whatsoever to compensate or indemnify bidders for any expenses incurred in the preparation of their bids.

A complete set of bidding documents may be purchased by interested bidders from the address above and upon payment of a non-refundable fee in the amount of *Twenty Five Thousand Pesos Only (Php 25,000.00)* in the form of cash to PHSA Cashier. Only bidders that purchased the Bidding Documents will be allowed to attend pre-bid conference and submit bids.

Section I. Invitation to Bid

PHSA reserves the right to reject any or all bids, declare a failure of bidding, and not award the contract or annul the bidding process without incurring any liability to the affected bidder(s), and accept an offer as may be considered most advantageous to the PHSA.

Inquiries may be forwarded to **Ms. Precy A. Mondejar**, Head, BAC Secretariat at telephone no. (049) 576-4100.



**RONALDO A. ABUAN**  
**BAC Chairman**

# **SECTION II**

# **INSTRUCTIONS TO BIDDERS**

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## SECTION II – INSTRUCTIONS TO BIDDERS

### A. General

#### 1. Scope of Bid

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

#### 2. Source of Funds

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

#### 3. Corrupt, Fraudulent, Collusive, 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 (The Anti-Graft and Corrupt Practices Act);
    - (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



## Section II. Instructions to Bidders

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 (**refer to Section III, BDS 3.1(b) for clarification**); and
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a Contract funded by the Funding Source. (**refer to Section III, BDS 3.1(c) for clarification**).
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

### 4. Conflict of Interest

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

## Section II. Instructions to Bidders

procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

- 4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a Sworn Affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the bidder, this Clause shall apply to the following persons:
- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
  - (b) If the Bidder is a partnership, to all its officers and members;
  - (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders; and
  - (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## 5. Eligible Bidders

- 5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
- (a) Duly licensed Filipino citizens/sole proprietorships;
  - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
  - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
  - (d) Cooperatives duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and
  - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino PHSAship or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino PHSAship 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 PHSAship requirement: Provided, finally, that in the latter case, Filipino PHSAship or interest shall not be less than twenty five percent (25%). For this purpose Filipino PHSAship or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.

## Section II. Instructions to Bidders

- 5.3. Government Corporate Entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.
- 5.4. (a) Unless otherwise provided in the **BDS**, the Bidder must have an experience of having completed at least one (1) contract that is similar to the **project or contract to be bid**, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the National Statistics Office 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 fifty (50%) of the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB. [Revised thru GPPB Res. No. 11-2012 and No. 25-2012]
- (b) For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

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

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), 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 to be bid.

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR, through its Electronic Filing and Payment System (EFPS).

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX, Bidding Forms as required in **ITB** Clause 12.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
- (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.3.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
  - (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;

## Section II. Instructions to Bidders

- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
- (j) Complying with existing labor laws and standards, if applicable.

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

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

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

Unless otherwise indicated in the **BDS**, 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.

## Section II. Instructions to Bidders

- 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.

### 9. Pre-Bid Conference

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

### B. Contents of Bidding Documents

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

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

### C. Preparation of Bids

#### 11. Language of Bids

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

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

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

(a) Eligibility Documents –

Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts within ten (10) years from the submission of bids, including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following: [**Refer to Section III, BDS 12.1(a)(iii)** for clarification on the statement of all ongoing contracts and the statement identifying the similar single largest completed contract]
  - (iii.1) name of the contract;
  - (iii.2) date of the contract;
  - (iii.3) contract duration;
  - (iii.4) owner's name and address;
  - (iii.5) nature of work;
  - (iii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
  - (iii.7) total contract value at award;
  - (iii.8) date of completion or estimated completion time;
  - (iii.9) total contract value at completion, if applicable;
  - (iii.10) certification from the owner regarding percentages of planned and actual accomplishments of all on-going projects, if applicable;
  - (iii.11) value of outstanding works, if applicable;
  - (iii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owner; and
  - (iii.13) the statement shall be supported by the owner's Certificate of Final Acceptance **or** the Certificate of Completion and, whenever applicable, the Constructors Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory;
- (iv) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (**PCAB**) license and registration for the type and cost of the contract for this Project;
- (v) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar

## Section II. Instructions to Bidders

year which should not be earlier than two (2) years from the date of bid submission;

- (vi) NFCC computation in accordance with ITB Clause 5.5; and
- (vii) Tax clearance per Executive Order 398, series of 2005, as finally reviewed and approved by the BIR;

### Class "B" Document:

- (viii) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.
- (b) Technical Documents –
- (i) Bid security as prescribed in **ITB Clause 18**. If Procuring Entity requires the bidders to submit the bid security in the form of:
    - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
    - (i.2) a surety bond accompanied by a certification coming from an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;
  - (ii) Project Requirements, which shall include the following:
    - (ii.1) Organizational chart for the contract to be bid;
    - (ii.2) List of contractor's personnel (*viz.* Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and
    - (ii.3) List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and
  - (iii) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IX, Bidding Forms. **(Refer to Section III, BDS 12.1(b)(iii) for clarification)**

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

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
- (a) Financial Bid Form in accordance with the form prescribed in Section IX, Bidding Forms; and
  - (b) 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 in accordance with the form prescribed in Section IX, Bidding Forms;
  - (c) Cash flow by quarter; and
  - (d) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless indicated in the **BDS**, all Bids that exceed the ABC shall not be accepted.
- (b) Unless otherwise indicated in the **BDS**, for foreign-funded procurement, a ceiling may be applied to bid prices provided the following conditions are met:

## Section II. Instructions to Bidders

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

### 14. Alternative Bids

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

### 15. Bid Prices

- 15.1. The contract shall be for the whole Works, as described in **ITB** Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.
- 15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Government.
- 15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.
- 15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in **GCC** Clause 48. Price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the



## Section II. Instructions to Bidders

Civil Code of the Philippines, and upon the recommendation of the Procuring Entity. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

### 16. Bid Currencies

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

### 17. Bid Validity

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

### 18. Bid Security

- 18.1. The procuring entity **shall prescribe** in the **BDS** the acceptable forms of bid security that bidders may opt to use, which shall **include the Bid Securing Declaration** and at least one (1) other form, the amount of which shall be equal to a percentage of the ABC in accordance with the following schedule: **(Refer to Section III, BDS 18.1 for clarification)**

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Two percent (2%)
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)
(d) Any combination of items (a) to (c) above.	Proportionate to share of form with respect to total amount of security
(e) Bid Securing Declaration	No percentage required

## Section II. Instructions to Bidders

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, from receipt of the Notice of Award, and committing to pay the corresponding fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB Clause 18.2**.
- 18.4. Upon signing and execution of the contract, pursuant to **ITB Clause 31**, and the posting of the performance security, pursuant to **ITB Clause 32**, the successful Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB Clause 18.2**.
- 18.5. The bid security may be forfeited:
  - (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
    - (ii) does not accept the correction of errors pursuant to **ITB Clause 27.3(b)**;
    - (iii) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB Clause 28.2**;
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
    - (viii) refusal or failure to post the required performance security within the prescribed time;
    - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

## Section II. Instructions to Bidders

- (x) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 31;
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

### 19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX, Bidding Forms on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder. **(Refer to Section III, BDS 19.4 for clarification)**
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

### 20. Sealing and Marking of Bids

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked "ORIGINAL- ELIGIBILITY-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." (Refer to **Section III, BDS 20.1 for clarification** and **refer also to the Envelope Sealing Illustration** on last page)
- 20.2. Each copy of the Technical Component and the Financial Component shall be similarly sealed duly marking the inner envelope as "COPY NO. 1 – ELIGIBILITY-TECHNICAL COMPONENT" and "COPY NO. 1 – FINANCIAL COMPONENT" and the outer envelope as "COPY NO. 1", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope. **(Refer to Section III, BDS 20.2 for clarification** and refer also to the **Envelope Sealing Illustration** on last page)
- 20.3. The original and the number of copies of the Bid as indicated in the **BDS** shall be typed or written in indelible ink and shall be signed by the bidder or its duly authorized representative/s.

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20.4. All envelopes shall:

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

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

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

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

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

#### **22. Late Bids**

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

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

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

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

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

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

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

24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a

## Section II. Instructions to Bidders

checklist of required documents to ascertain if they are all present, using a non-discretionary “pass/fail” criterion. If a bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

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

### E. Evaluation and Comparison of Bids

#### 25. Process to be Confidential

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

#### 26. Clarification of Bids

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

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### 27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:
- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
  - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Unless the **ITB** specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity [**refer to Section III, BDS 27.3(a) for clarification**]; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form. (**Refer to Section III, BDS 27.5 for clarification**)
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

### 28. Post Qualification

- 28.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements (**Refer to Section III, BDS 28.2 for clarification**):
- (a) Latest income and business tax returns in the form specified in the **BDS**;
  - (b) Certificate of PhilGEPS Registration; and

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

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

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

## 29. Right of the Procuring Entity to Reject Bids

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

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- (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
- (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

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

### F. Award of Contract

#### 30. Notice of Award

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

#### 31. Signing of the Contract

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



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- 31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.
- 31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with. **(refer to Section III, BDS 31.3 for clarification)**
- 31.4. The following documents shall form part of the contract:
  - (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted;
  - (d) Performance Security;
  - (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;
  - (f) Notice of Award of Contract; and
  - (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

**32. Performance Security**

- 32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.
- 32.2. The procuring entity shall prescribe at least two (2) acceptable forms of performance security taken from two (2) categories below that bidders may opt to use, denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price in accordance with the following schedule: **(refer to Section III, BDS 32.2 for clarification)**

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	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; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

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

### 33. Documents Comprising the Contract

- 33.1. The Contract shall consist of the following:

- a. Contract Agreement
- b. Documents forming part of the Contract Agreement
  - (1) Bidding Documents for the Contract
    - (a) General Conditions of Contract (GCC)
    - (b) Special Conditions of Contract (SCC)
    - (c) Drawings/Plans
    - (d) Specifications
    - (e) Invitation to Bid (IB)
    - (f) Instructions to Bidders (ITB)
    - (g) Bid Data Sheet (BDS)
    - (h) Bid Bulletins (Addenda)
  - (2) Contractor's Calculated Bid in the Bid Form, including the Technical and Financial Proposals
  - (3) Notice of Award with the Contractor's signed "conforme"
  - (4) Performance Security, in accordance with **ITB** Clause 32
  - (5) Construction Schedule in the form of PERT/CPM Diagram and Bar Chart with S-Curve
  - (6) Manpower Schedule
  - (7) Construction Methods
  - (8) Equipment Utilization Schedule
  - (9) Construction Safety and Health Program
  - (10) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

- 33.2. The documents in **ITB** Clause 33.1a and b(1) to b(3) shall be provided by the Procuring Entity, while the documents in Clause 33.1 b-(4) to b-(10) shall be submitted by the winning bidder.

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### **34. Notice to Proceed**

- 34.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder **[refer to Section III, BDS 34.1 for clarification]**.
- 34.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

### **35. Protest Mechanism**

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Section 55 of the revised Implementing Rules and Regulations of Republic Act No. 9184 **(Refer to Section III, BDS 35 for clarification)**.

# **SECTION III**

# **BID DATA SHEET**

## SECTION III - BID DATA SHEET

This Section III, Bid Data Sheet amends and/or supplements Section II, Instructions to Bidders. The BDS provides the information specific to the Contract. In case of discrepancy between Section III and Section II of the Bidding Documents, the provisions of Section III shall prevail.

ITB Clause	Description
1.1	<p><b>Scope of Bid</b></p> <p>The PROCURING ENTITY is the: <b>Philippine High School for the Arts</b></p> <p>The name of the Contract/Project is: <b>Proposed PHSA Bay Campus Site Development</b></p> <p>The identification number of the Project is:</p> <p><b>PROJECT NO. 2017-03-002</b></p> <p>The Procuring Entity hereby invites bids for this infrastructure project, as described in Section VI. General Specifications, Section VII. Drawings, and Section VIII. Bill of Quantities, and Program of Works/Detailed Estimates, altogether.</p>
2	<p><b>Source of Funds</b></p> <p>The Funding Source is:</p> <p><b>The Government of the Philippines (GOP) CY 2016 GAA under R.A.10717 and CY 2017 GAA under R.A. 10924 in the amount of Twenty Five Million Nine Hundred Fifty Thousand Six Hundred Twenty Seven Pesos &amp; 68/100 Only (Php 25,950,627.68)</b></p>
3.1 (b); and 3.1.(c)	<p><b>Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices</b></p> <p>3.1(b) The Procuring Entity and/or the Funding Source will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt, fraudulent, collusive, coercive, and/or obstructive practice(s) in competing for the Contract; and</p> <p>3.1(c) The Procuring Entity and/or the Funding Source will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt, fraudulent, collusive, coercive and/or obstructive practice(s) in competing for, or in executing, a Contract funded by the Funding Source.</p>
5.1	<p><b>Eligible Bidders</b></p> <p>No further instruction.</p>

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5.4(a)	<p><b>Similar Contract</b></p> <p>Contractors under Small A and Small B PCAB-categories without similar experience on the contract to be bid <b>will not be allowed to bid</b>. The bidder must have an experience of having completed at least one (1) contract, that is similar to the contract to be bid, and whose value adjusted to current prices using the NSO consumer price index must be at least fifty percent 50% of the ABC to be bid.</p> <p>Pursuant to IRR 23.5.2.5 of R.A. 9184, a contract shall be considered “similar” to the contract to be bid if it has the same major categories of work.</p>
8.1	<p><b>Subcontracts</b></p> <p>Subcontracting is not allowed.</p>
8.2	<p><b>Subcontracts</b></p> <p>Not applicable.</p>
9.1	<p><b>Pre-Bid Conference</b></p> <p>The Procuring Entity will hold a pre-bid conference for this Project open to all interested bidders on <b>March 20, 2017; 10:00am at HSA Conference Room, NAC, Mt. Makiling, Los Baños, Laguna.</b></p> <p>In case the procuring entity was not able to conduct the pre-bid conference on the date of the pre-bid conference because of cancellation of office work(s), by the government or its instrumentality, due to fortuitous event or force majeure, e.g., typhoon, flood, etc., the procuring entity shall issue a bid bulletin to all prospective bidders who bought the bidding documents to set the new date of the pre-bid conference. The time and venue of the pre-bid conference shall be indicated in said bid bulletin. The date for submission and opening of bids shall be moved if appropriate to comply with the “12-calendar-day-period” prescribed under Sec. 22.2 of the revised IRR of RA 9184.</p> <p>In case the government or its instrumentality declared a date a non-working day without a fortuitous event or force majeure, when such date is also the date of the pre-bid conference, the procuring entity shall likewise issue a bid bulletin mentioned in the paragraph above to set the new date of the pre-bid conference. The date for submission and opening of bids shall be moved if appropriate to comply with the “12-calendar-day-period” prescribed under Sec. 22.2 of the revised IRR of RA 9184.</p> <p>In above-mentioned premises, Sec. 38.2 of the revised IRR of RA 9184, as quoted below, shall not be applicable due to its different context.</p> <p>“Sec. 38.2. The maximum periods and earliest possible time for action on specific procurement activities are provided for in Annex “C” of this IRR. In case the <u>deadline</u> for each activity falls on a non-working day (i.e. Saturday and Sunday), legal holiday, or special non-working holiday, <u>the deadline</u> shall be the <u>next working day</u>.”</p>

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<p>10.1</p>	<p><b>Addressee for Clarification on any part of the Bidding Documents for Interpretation</b></p> <p>The Procuring Entity's address is:</p> <p><b>RONALDO A. ABUAN</b>          Chairperson          Bids and Awards Committee          Philippine High School for the Arts          National Arts Center, Mt. Makiling,          Los Baños, Laguna          Tel. No. 049-576-4100          Telefax No.: 049-536-5973          Email address: phsa@laguna.net</p>
<p>12.1(a)(i)</p>	<p><b>Documents Comprising the Bid: Eligibility and Technical Components Class "A" Documents, other proof of registration:</b></p> <p>No other acceptable proof of registration is recognized.</p>
<p>12.1(a)(iii)</p>	<p><b>Documents Comprising the Bid: Eligibility and Technical Components Class "A" Documents</b></p> <p>To be submitted inside the "Technical Component" Envelope</p> <p>I. Pursuant to GPPB Res. No. 29-2012 dated Nov. 23, 2012, ITB 12.(a)(iii) is hereby revised and the following requirements shall be submitted, <b>otherwise, the bid(s) shall be rejected or disqualified:</b></p> <ol style="list-style-type: none"> <li>1. Statement of <b>all its ongoing government and private contracts</b> within ten (10) years from the submission of bids, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; the definition of ongoing contract(s) shall include all contracts/projects for which Notices of Award have been issued by the procuring entity/ies and duly received by the bidder but no contracts yet have been signed or issued by the procuring entity/ies; <b>and</b></li> <li>2. <b>Statement identifying the bidder's single largest completed contract (SLCC) similar to the contract to be bid</b>, except under conditions provided for in Section 23.5.1.3 of the IRR of RA No. 9184. The value of the SLCC herein mentioned must be at least 50% of the ABC to be bid adjusted to current prices using NSO consumer price index.</li> </ol> <p>All of the above statements shall include all information required in ITB 12.1(a)(iii).</p> <p>Bidder's failure to include an immaterial ongoing contract or failure to disclose complete information in the above-mentioned statements of contract(s) shall result in the following:</p> <ol style="list-style-type: none"> <li>a. Disqualification of the bidder for non-compliance with the eligibility requirement under Sections 23.1 or 24.1 of the revised IRR of R.A. 9184.</li> <li>b. Blacklisting under Section 65.3(a) or 65.3(b) of the revised IRR of R.A. 9184.</li> </ol> <p>II. <b>In case the bidder has no ongoing contract</b>, the bidder shall submit a duly signed statement of all its ongoing government and private contracts provided in <b>Section IX, Bidding Forms</b> and indicate <b>"No ongoing contract"</b> in said form, <b>otherwise, the bid(s) shall be rated "failed" and disqualified.</b></p>

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<p>12.1(a)(iii.12) and 12.1(a)(iii.13)</p>	<p><b>Documents Comprising the Bid: Eligibility and Technical Components Class “A” Documents</b></p> <p>To be submitted inside the Technical Component Envelope</p> <p>The bidder shall submit the following in support of its/his/her <b>statement of all ongoing contracts</b>:</p> <ol style="list-style-type: none"> <li>1. Copies of notices of award or notices to proceed issued by the owner in accordance with ITB 12.1(a)(iii.12);</li> <li>2. Certification from the owner indicating the planned and actual accomplishment</li> </ol> <p>The Bidder shall submit the following in support of its/his/her <b>statement identifying its/his/her similar single largest completed contract</b>:</p> <ol style="list-style-type: none"> <li>1. Copy of notice of award or notice to proceed issued by the owner in accordance with ITB 12.1(a)(iii.12); and</li> <li>2. Copy of owner’s certificate of final acceptance or certificate of completion and, whenever applicable, the CPES summary final rating, which must be satisfactory, in accordance with ITB 12.1(a)(iii.13).</li> </ol>
<p>12.1(a.iv)</p>	<p><b>Documents Comprising the Bid: Eligibility and Technical Components Class “A” Documents</b></p> <p>To be submitted inside the “Technical Component” Envelope</p> <p><b>The required PCAB license for this contract is as follows:</b></p> <ol style="list-style-type: none"> <li>a. <b>Size Range: <u>Medium A</u></b></li> <li>b. <b>License Category: <u>B</u></b></li> <li>c. <b>Largest Single Project: <u>Above P15M</u></b></li> <li>d. <b>Allowable Range of Contract Cost: <u>Up to P150M</u></b></li> </ol> <p>For joint venture(s) or contractors who intend to form a joint venture and jointly submit bid(s) for this procurement of works:</p> <ol style="list-style-type: none"> <li>1. Valid PCAB license and registration for the Joint Venture required in Section 38 of RA 4566, i.e., “Contractor’s License Law.” Failure to submit this requirement shall be a ground for rejection or disqualification of the bid(s).</li> </ol>
<p>12.1(b)(ii)(ii.2)</p>	<p><b>Documents Comprising the Bid: Eligibility and Technical Components</b></p> <p><b>The Bidder must demonstrate that it has the personnel key positions that meet the following requirements:</b></p> <ol style="list-style-type: none"> <li>1. <b>Project Manager (15 years)</b></li> <li>2. <b>Project Engineer (10 years)</b></li> <li>3. <b>Materials Engineer (1 year)</b></li> <li>4. <b>Construction Foreman (10 years)</b></li> </ol>
<p>12.1(b)(ii)(ii.3)</p>	<p><b>Documents Comprising the Bid: Eligibility and Technical Components</b></p> <p><b>The Bidder must demonstrate that it has the key equipment listed hereafter:</b></p> <p><b>(Heavy Equipment)</b></p> <ol style="list-style-type: none"> <li>1. 1-Payloader (1.50 cu.m.)</li> <li>2. 1-Bulldozer D6H SERIES II PSDS/DD</li> <li>3. 1-Backhoe w/ Breaker (0.80 cu.m.)</li> <li>4. 1-Motorized Grader (140hp)</li> <li>5. 1-Vibratory Roller (10mt)</li> </ol> <p><b>(Light Equipment)</b></p> <ol style="list-style-type: none"> <li>1. 1-Dump Truck (10 cu.m.)/2-Dump Truck (5 cu.m.)</li> <li>2. 1-Bagger Mixer</li> <li>3. 1-Concrete Vibrator</li> <li>4. 1-Concrete Saw</li> <li>5. 1-Welding Machine</li> <li>6. 1-Plate Compactor</li> </ol>



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12.1(b)(iii)	<p><b>Documents Comprising the Bid: Eligibility and Technical Components</b></p> <p><b>Original Omnibus Sworn Statement</b> shall be submitted inside the “Technical Component” Envelope, otherwise, the bid(s) shall be rejected or disqualified.</p>
13.1	<p><b>Documents Comprising the Bid: Financial Component</b></p> <p>To be submitted inside the “Financial Component” Envelope</p> <p><b>Mandatory requirement in compliance with this BDS-ITB 13.1(a):</b></p> <ol style="list-style-type: none"> <li>1. <b>Original</b> duly signed and priced Financial Bid Form in accordance with the form prescribed in Section IX, Bidding Forms.</li> </ol> <p><b>Mandatory requirements in compliance with this BDS-ITB 13.1(b):</b></p> <ol style="list-style-type: none"> <li>1. <b>Original</b> duly signed and priced Program of Works/Detailed Estimates</li> <li>2. <b>Original</b> duly signed and priced Bill of Quantities</li> </ol> <p>Failure to submit any of the mandatory requirements in compliance with these BDS-ITB 13.1(a) and 13.1(b) stated herein shall be a ground for rejection or disqualification of bid(s).</p> <p><b>Optional requirement</b> to facilitate bid evaluation:</p> <ol style="list-style-type: none"> <li>1. Soft copy in compact disc (CD) or flash drive of the duly priced Bill of Quantities and the Program(s) of Works/Detailed Estimates using Microsoft Excel.</li> </ol> <p>Bidder’s failure to submit the <b>optional requirement</b> stated herein <b>shall not be a ground for rejection of the bid(s)</b>.</p>
13.2(a)	<p><b>Documents Comprising the Bid: Financial Component</b></p> <p>Bid prices “as read” which exceed the ABC <b>per lot</b> shall not be rejected outright during opening of bids. The BAC or its authorized representative(s) shall conduct an evaluation and calculation of said bid prices during the opening of bids. If a bid price, as evaluated and calculated is higher than the ABC <b>per lot</b>, the bidder submitting the same shall be automatically disqualified in accordance with Section 31.1 of the IRR of R.A. 9184.</p>
14.2	<p><b>Alternative Bids</b></p> <p>No further instruction.</p>
15.4	<p><b>Bid Prices</b></p> <p>No further instruction.</p>
16.1	<p><b>Bid Currencies</b></p> <p>The bid prices shall be quoted in Philippine Pesos.</p>
17.1	<p><b>Bid Validity</b></p> <p>Bids shall be valid for 120 calendar days from date of bid opening. Bids valid for a shorter period shall be rejected outright as non-responsive.</p>

18.1	<p><b>Bid Security</b></p> <p>The bidder shall submit a bid security in the form of a <b>Bid Securing Declaration and</b> any of the forms of bid securities described below:</p> <table border="1" style="margin-left: 20px; width: 100%;"> <tr> <td style="text-align: center; padding: 5px;">Form and amount of Bid Security (Equal to Percentage of the ABC)</td> </tr> <tr> <td style="padding: 5px;"> <ol style="list-style-type: none"> <li>1. The amount of Five Hundred Nineteen Thousand Twelve Pesos &amp; 55/100 Only (<b>Php 519,012.55</b>) [2% of ABC], in a form of <b>cashier's check or manager's check</b> issued by a Universal or Commercial Bank. If issued by a foreign Universal or Commercial bank, it shall be issued by its branch located or conducting business in the Philippines authorized to encash the check.</li> <li>2. Any combination of the herein-mentioned acceptable forms of bid securities proportionate to the share of form with respect to the total amount of bid security, if applicable.</li> </ol> </td> </tr> </table> <ol style="list-style-type: none"> <li>1. <b>Original Bid Security</b> shall be submitted inside the "Technical Component" Envelope, <b>otherwise, the bid(s) shall be rejected or disqualified;</b> or</li> <li>2. <b>Original</b> and valid <b>Bid Securing Declaration (BSD)</b> must be submitted inside the "Technical Component" Envelope in lieu of the bid security, <b>otherwise, the bid(s) shall be rejected or disqualified.</b> The prescribed BSD form is provided in Section IX, Bidding Forms.</li> </ol> <p>Bid security in the amount exceeding the required amount of the appropriate bid security stated herein is not a ground for rejection or disqualification of the corresponding bid(s).</p> <p>Bid security in the amount lesser by a maximum of fifty centavos than the required amount of bid security shall not be considered as "patently insufficient," therefore, shall not be a ground for rejection or disqualification of the corresponding submitted bid(s).</p> <p>Bid security that is not in the form and amount considered herein shall be ground for rejection of the corresponding bid(s).</p> <p>Bid Security in the form of <b>cashier's/manager check</b> shall be payable to PHSA Cashier.</p>	Form and amount of Bid Security (Equal to Percentage of the ABC)	<ol style="list-style-type: none"> <li>1. The amount of Five Hundred Nineteen Thousand Twelve Pesos &amp; 55/100 Only (<b>Php 519,012.55</b>) [2% of ABC], in a form of <b>cashier's check or manager's check</b> issued by a Universal or Commercial Bank. If issued by a foreign Universal or Commercial bank, it shall be issued by its branch located or conducting business in the Philippines authorized to encash the check.</li> <li>2. Any combination of the herein-mentioned acceptable forms of bid securities proportionate to the share of form with respect to the total amount of bid security, if applicable.</li> </ol>
Form and amount of Bid Security (Equal to Percentage of the ABC)			
<ol style="list-style-type: none"> <li>1. The amount of Five Hundred Nineteen Thousand Twelve Pesos &amp; 55/100 Only (<b>Php 519,012.55</b>) [2% of ABC], in a form of <b>cashier's check or manager's check</b> issued by a Universal or Commercial Bank. If issued by a foreign Universal or Commercial bank, it shall be issued by its branch located or conducting business in the Philippines authorized to encash the check.</li> <li>2. Any combination of the herein-mentioned acceptable forms of bid securities proportionate to the share of form with respect to the total amount of bid security, if applicable.</li> </ol>			

<p>18.1</p>	<p><b>Grounds for Enforcement of Bid Securing Declaration</b></p> <p>The Bid Securing Declaration shall be enforced when the bidder commits any act resulting to the forfeiture of bid security under <b>Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f)</b>, of the revised IRR of RA 9184; and/or bidder commits any act enumerated in ITB Clause 18.5 of Section II, Instructions to Bidders of the Bidding Documents.</p> <p><b>Commission of any of the acts mentioned herein shall merit the following sanctions:</b></p> <ul style="list-style-type: none"> <li>a) Penalty of automatic blacklisting for two (2) years in all government procurement activities;</li> <li>b) Payment of fine equivalent to the amount subject to the following rules: <ul style="list-style-type: none"> <li>i) In case of multiple bidders: <p>Two Percent (2%) of the Approved Budget for the Contract (ABC) or the Difference between the evaluated bid prices of the bidder with the Lowest Calculated/Highest Rated Bid and the bidder with the next Lowest Calculated/Highest Rated Bid, and so on, whichever is HIGHER;</p> <p>As regards the bidder with the Highest Calculated/Lowest Rated Bid, the amount shall be Two Percent (2%) of the ABC or the Difference between the evaluated bid price and the ABC, whichever is HIGHER;</p> </li> <li>ii) In case of a single bidder: <p>Two Percent (2%) of the ABC or the Difference between the evaluated bid price and the Approved Budget for the Contract, whichever is HIGHER.</p> </li> <li>iii) Violations committed prior to opening of financial envelope: <p>A fixed amount equivalent to two percent (2%) of the ABC.</p> </li> <li>iv) The bidder shall pay the above-mentioned fine within fifteen (15) days from receipt of the written demand by the procuring entity as a result of the violation of the conditions in the Bid Securing Declaration.</li> <li>v) The imposition of the foregoing fine is without prejudice to other legal action the government may undertake against the erring bidder.</li> </ul> </li> </ul>
<p>18.2</p>	<p><b>Bid Security</b></p> <p>The bid security shall be valid for 120 calendar days reckoned from the date of opening of bids. Bids with bid security valid for a shorter period shall be rejected outright as non-responsive.</p> <p>The bid security shall be turned-over by the BAC to the PHSA Cashier for custody or deposit, whichever is appropriate.</p>
<p>19.4</p>	<p><b>Format and Signing of Bids</b></p> <p>Each and every page of the bid may have not been initialed, however, the bid must have been signed by the authorized representative of the Bidder on the appropriate page or pages provided for the signature of said authorized representative, hence, binding the bidder to its bid, the bidding rules, and the contract in case of an award.</p>

<p>20.1</p>	<p><b>Sealing and Marking of Bids</b></p> <ol style="list-style-type: none"> <li>1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in <b>one</b> (1) sealed envelope marked “ORIGINAL – ELIGIBILITY-TECHNICAL COMPONENT,” and the original of their financial component described in ITB Clause 13 in <b>another</b> sealed envelope marked “ORIGINAL – FINANCIAL COMPONENT.” [Refer to <b>Envelope Sealing Illustration</b> on last page of the bidding documents].</li> <li>2. In addition, the Bidders shall submit <b>a copy</b> of each of the Technical Component and the Financial Component of their bids in separate envelopes, respectively. Then, the bidders shall seal and mark the original and the copy of their bids in accordance with BDS 20.2. <i>[The Procuring Entity may require submission of maximum of 3 copies if necessary]</i></li> </ol> <p>In the event of any discrepancy between the original and the copy, the original shall prevail.</p> <p>Original Class “A” Eligibility Documents, such as the SEC, DTI, or the CDA registration certificate, the Mayor’s Permit and the PCAB License may not be submitted on the date and time of bid submission. However, the bidder must be able to present such original documents during post-qualification on demand by the BAC or its authorized representative(s).</p>
<p>20.2</p>	<p><b>Sealing and Marking of Bids</b> [Refer to <b>Envelope Sealing Illustration</b> on last page of the bidding documents]</p> <ol style="list-style-type: none"> <li>1. <b>Each copy</b> of the Technical Component and the Financial Component of the bid shall be similarly sealed in separate envelopes duly marking each envelope as “ELIGIBILITY-TECHNICAL COMPONENT” and “FINANCIAL COMPONENT”</li> <li>2. The “ORIGINAL – TECHNICAL COMPONENT” envelope and the “COPY NO. <b>1</b> – TECHNICAL COMPONENT” envelope(s) shall be sealed in one outer envelope marked “TECHNICAL COMPONENT”</li> <li>3. The “ORIGINAL – FINANCIAL COMPONENT” envelope and the “COPY NO. <b>1</b> – FINANCIAL COMPONENT” envelope(s) shall be sealed in one outer envelope marked “FINANCIAL COMPONENT”</li> <li>4. All envelopes shall be marked in accordance with ITB Clause 20.4.</li> </ol>
<p>20.3</p>	<p><b>Sealing and Marking of Bids</b></p> <p><b>Number of copies of the bid to be submitted</b></p> <p>Each Bidder shall submit one (1) original and one (1) copy of the Technical Component and one (1) original and one (1) copy of the Financial Component of its bid. <i>[The Procuring Entity may require submission of maximum of 3 copies if necessary]</i></p> <p>Failure to submit the required original Technical Component and the required original copy of Financial Component <b>is a ground for rejection or disqualification of the bid(s).</b></p> <p>Failure to submit copies of the Technical Component and the Financial Component mentioned above <b>is not a ground for rejection or disqualification of the bid(s).</b> The BAC shall use the original Technical Component and the original Financial Component to examine and evaluate the bid(s). Nonetheless, bidders are strongly encouraged to submit the additional copies to facilitate objective and efficient examination of their bids.</p>

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21	<p><b>The Address and Deadline for Submission of Bids:</b></p> <p>The address for submission of bids is: <b>Supply and Procurement Office, PHSA, NAC, Mt. Makiling, Los Baños, Laguna.</b></p> <p>The <b>deadline</b> for submission of bids is: <b>April 10, 2017 at 1:30p.m.</b></p>
24	<p><b>Opening and Preliminary Examination of Bids:</b></p> <p>In case the procuring entity was not able to receive and open the bid(s) on the deadline for submission and opening of bid(s) because of cancellation of office work(s), by the government or its instrumentality, due to fortuitous event or force majeure, e.g., typhoon, flood, etc., the procuring entity shall issue a notice to all prospective bidders who bought the bidding documents to set the new date for the submission and opening of bids. The time and venue for the submission and opening of bid(s) shall be indicated in said notice. Late bid(s) shall not be accepted pursuant to Section I, Instruction to Bidders, ITB Clause 22.</p> <p>In case the government or its instrumentality declared a date a non-working day without a fortuitous event or force majeure, when such date is also the deadline (date) for submission and opening of bids, the procuring entity shall likewise issue a notice mentioned in the paragraph above. Late bid(s) shall not be accepted pursuant to Section I, Instruction to Bidders, ITB Clause 22.</p> <p>In above-mentioned premises, Sec. 38.2, as quoted below, of the revised IRR of RA 9184, shall not be applicable due to its different context.</p> <p>“Sec. 38.2. The maximum periods and earliest possible time for action on specific procurement activities are provided for in Annex “C” of this IRR. In case the <u>deadline</u> for each activity falls on a non-working day (i.e. Saturday and Sunday), <u>legal holiday</u>, or <u>special non-working holiday</u>, <u>the deadline</u> shall be the <u>next working day</u>.” [Underscoring ours]</p>
24.1	<p><b>Opening and Preliminary Examination of Bids:</b></p> <p>The place of bid opening is:</p> <p><b>Conference Room, PHSA, NAC, Mt. Makiling, Los Baños, Laguna.</b></p> <p>The date and time of <b>bid opening</b> is: <b>April 10, 2017 at 2:00p.m.</b></p>
24.2	<p><b>Opening and Preliminary Examination of Bids:</b></p> <p>No further instruction.</p>
27.3(a)	<p><b>Detailed Evaluation and Comparison of Bids</b></p> <p><u>Completeness of the bid.</u> Unless the <b>ITB</b> specifically allows partial bids, bids not addressing or providing all of the required items in the <b>bidding documents, program of works and detailed estimates</b> including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) or “-“ (<b>dash</b>) for the said item would mean that it is being offered for free to the Procuring Entity;</p>
27.3(b)	<p><b>Detailed Evaluation and Comparison of Bids</b></p> <p><b>Arithmetical Corrections</b></p> <p>Bid modification shall be allowed only in accordance with ITB Clause 23.</p>
27.4	<p><b>Detailed Evaluation and Comparison of Bids</b></p> <p>No further instruction.</p>

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27.5	<p><b>Detailed Evaluation and Comparison of Bids</b></p> <p>The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form, Bill of Quantities, and Program of Works/Detailed Estimates.</p>
28.2	<p><b>Post-Qualification, Submission of Documentary Requirements</b></p> <p>To facilitate post-qualification, the bidder <b>at its option</b> may submit in advance, i.e. on the deadline for submission and receipt of bids, the documents required in Section II. ITB 28.2, in a separate sealed envelope as follows:</p> <ol style="list-style-type: none"> <li>1. Latest income and business tax returns: Printed copies of the <b>Electronically filed and paid</b> Income Tax / Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediately preceding calendar / tax year from the authorized agent bank;</li> <li>2. Valid Certificate of PhilGEPS Registration</li> </ol> <p>The envelope shall be marked:</p> <ul style="list-style-type: none"> <li>• ITB 28.2 Documents</li> <li>• Name of Project: _____</li> <li>• Bid Opening Date: _____</li> <li>• Name of Bidder: _____</li> </ul>
28.2(b)	<p><b>Post-Qualification</b></p> <p><b><u>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</u></b></p> <ol style="list-style-type: none"> <li>1. Printed copies of the Electronically filed and paid Income Tax and Business Tax Returns with copies of their respective Payment Confirmation Forms for the immediate preceding calendar/tax year from the authorized agent bank.</li> </ol> <p><i>NOTE: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</i></p>
28.2(d)	<p><b>Post-Qualification</b></p> <p>No further instruction.</p>
28.4	<p><b>Post-Qualification, Method of breaking a tie between or among Equal Bids</b></p> <p>In accordance with GPPB Circular No. 06-2005 dated August 5, 2005, Procuring Entities are required to identify, at the onset of the bidding process, a ready and clear measure to break a tie to be used in the event of a tie between two or more bidders that have been post-qualified and whose bids have been determined as Lowest Calculated Responsive Bids (LCRB).</p> <p>In case of a tie or equal bids having been post-qualified, the measure determined by the procuring entity to break the tie shall be non-discretionary and non-discriminatory such that the same is based on sheer luck or chance. The procuring entity shall use "draw lots" or similar methods of chance.</p>
30.1	<p><b>Contract Award</b></p> <p>Award of contract shall be made on a per lot basis.</p>
31.3	<p><b>Signing of the Contract</b></p> <p>Notarization fee of the contract shall be paid by the contractor.</p>

<p>31.4(g)</p>	<p><b>Signing of the Contract</b></p> <p>The following documents shall be submitted by the successful bidder within 10 calendar days from its receipt of Notice of Award:</p> <ol style="list-style-type: none"> <li>1. Construction Schedule and S-Curve</li> <li>2. PERT/CPM</li> <li>3. Manpower Utilization Schedule</li> <li>4. Construction Method</li> <li>5. Equipment Utilization Schedule</li> <li>6. Construction Safety and Health Program approved by the Department of Labor and Employment</li> </ol> <p>The Bid Security may be forfeited in case the successful bidder failed to submit any of the above documents within the ten (10) day prescribed period.</p>							
<p>32.2</p>	<p><b>Performance Security</b></p> <p>Pursuant to Section II, ITB 32.2, any of the following forms of performance securities is prescribed by the procuring entity as acceptable, to wit:</p> <table border="1" data-bbox="448 808 1437 1312"> <thead> <tr> <th data-bbox="448 808 1027 936">Form of Performance Security</th> <th data-bbox="1027 808 1437 936">Amount of Performance Security (Equal to Percentage of the Total Contract Price)</th> </tr> </thead> <tbody> <tr> <td data-bbox="448 936 1027 1025">(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.</td> <td data-bbox="1027 936 1437 1218" rowspan="2" style="text-align: center; vertical-align: middle;">Ten percent (10%)</td> </tr> <tr> <td data-bbox="448 1025 1027 1218">(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.</td> </tr> <tr> <td data-bbox="448 1218 1027 1312">(c) Any combination of the foregoing.</td> <td data-bbox="1027 1218 1437 1312">Proportionate to share of form with respect to total amount of security</td> </tr> </tbody> </table> <p>Performance Security submitted not in any of the forms herein-mentioned shall be ground for cancellation of the award of contract and forfeiture of the bid security without prejudice to procuring entity's any other courses of actions provided in the bidding documents, laws, rules and regulations.</p> <p>The performance security shall be turned-over to the PHSA Cashier for custody or deposit, whichever is appropriate.</p>	Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)	(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	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) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security
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<p>34.1</p>	<p><b>Notice to Proceed</b></p> <p>The procuring entity shall <b>issue</b> the Notice to Proceed together with a copy of the approved contract to the successful bidder within three (3) calendar days from the date of approval of the contract by the appropriate government approving authority. <b>However, for infrastructure projects with an ABC of Fifty Million Pesos (P50,000,000) and below, the maximum period is two (2) calendar days.</b> The <b>contract effectivity</b> date shall be provided in the Notice to Proceed by the procuring entity, which date shall <b>not be later</b> than seven (7) calendar days <b>from its issuance.</b></p>							

35	<p><b>Protest Mechanism</b></p> <p><b>Section 55 of the IRR of RA No. 9184</b></p> <p>55.1. Decisions of the BAC at any stage of the procurement process may be <b>questioned</b> by <b>filing a request for reconsideration</b> within the three (3) calendar days upon receipt of written notice or upon verbal notification. The BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof.</p> <p>If a failed bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed bidder <b>unopened and/or duly sealed</b> until such time that the request for reconsideration has been resolved.</p> <p>55.2. In the event that the request for reconsideration is denied, decisions of the BAC may be protested in writing to the Head of the Procuring Entity: Provided, however, that a prior request for reconsideration should have been filed by the party concerned in accordance with the preceding Section, and the same has been resolved.</p> <p>55.3. The protest must be filed within seven (7) calendar days <b>from receipt</b> by the party concerned of the <b>resolution of the BAC denying its request</b> for reconsideration. A protest may be made by filing a verified position paper with the Head of the Procuring Entity concerned, accompanied by the payment of a non-refundable protest fee. The non-refundable protest fee shall be as follows:</p> <table border="1" data-bbox="438 1025 1428 1335"> <thead> <tr> <th>ABC RANGE</th> <th>PROTEST FEE</th> </tr> </thead> <tbody> <tr> <td>50 million pesos and below</td> <td>0.75% of the ABC</td> </tr> <tr> <td>More than 50 million pesos to 100 million pesos</td> <td>PhP 500,000.00</td> </tr> <tr> <td>More than 100 million pesos to 500 million pesos</td> <td>0.5% of the ABC</td> </tr> <tr> <td>More than 500 million pesos to 1 billion pesos</td> <td>PhP 2,500,000.00</td> </tr> <tr> <td>More than 1 billion pesos to 2 billion pesos</td> <td>0.25% of the ABC</td> </tr> <tr> <td>More than 2 billion pesos to 5 billion pesos</td> <td>PhP 5,000,000.00</td> </tr> <tr> <td>More than 5 billion pesos</td> <td>0.1 % of the ABC</td> </tr> </tbody> </table>	ABC RANGE	PROTEST FEE	50 million pesos and below	0.75% of the ABC	More than 50 million pesos to 100 million pesos	PhP 500,000.00	More than 100 million pesos to 500 million pesos	0.5% of the ABC	More than 500 million pesos to 1 billion pesos	PhP 2,500,000.00	More than 1 billion pesos to 2 billion pesos	0.25% of the ABC	More than 2 billion pesos to 5 billion pesos	PhP 5,000,000.00	More than 5 billion pesos	0.1 % of the ABC
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35	<p><b>Protest Mechanism (continued)</b></p> <p><b>Section 55 of the IRR of RA No. 9184</b></p> <p>55.4. The verified position paper shall contain the following information:</p> <ul style="list-style-type: none"><li>a) The name of bidder;</li><li>b) The office address of the bidder;</li><li>c) The name of project/contract;</li><li>d) The implementing office/agency or procuring entity;</li><li>e) A brief statement of facts;</li><li>f) The issue to be resolved; and</li><li>g) Such other matters and information pertinent and relevant to the proper resolution of the protest.</li></ul> <p>The position paper must be verified by an affidavit that the affiant has read and understood the contents thereof and that the allegations therein are true and correct of his personal knowledge or based on authentic records. An unverified position paper shall be considered unsigned, produces no legal effect, and results to the outright dismissal of the protest.</p> <p>In addition, the bidder shall likewise certify under oath that:</p> <ul style="list-style-type: none"><li>a) he has not theretofore commenced any action or filed any claim involving the same issues in any court, tribunal or quasi-judicial agency and, to the best of his knowledge, no such other action or claim is pending therein;</li><li>b) if there is such other pending action or claim, he is including a complete statement of the present status thereof; and</li><li>c) if he should thereafter learn that the same or similar action or claim has been filed or is pending, he shall report that fact within five (5) days therefrom to the Head of Procuring Entity wherein his protest is filed.</li></ul>
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**SECTION IV**

**GENERAL CONDITIONS OF  
CONTRACT**

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## SECTION IV – GENERAL CONDITIONS OF THE CONTRACT

### 1. Definitions

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

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

## Section V. Special Conditions of Contract

- 1.17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.18. The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.19. **Permanent Works** all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.20. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.21. The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.22. The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.23. The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the **SCC**, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.
- 1.24. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.25. **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.26. **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.27. The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.28. A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.29. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.30. **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

## 2. Interpretation

- 2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless

## Section V. Special Conditions of Contract

specifically defined. The Procuring Entity's Representative will provide instructions clarifying queries about the Conditions of Contract.

- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
  - a. Contract Agreement
  - b. Notice of Award (NOA) with the Contractor's signed "conforme"
  - c. Contractor's Bid in the Form of Bid, including its Technical and Financial Proposals, as corrected and calculated by the Procuring Entity and conformed by the Contractor thru the NOA
  - d. Specifications
    - a. Drawings
  - f.. Special Conditions of Contract (SCC)
  - g. General Conditions of Contract (GCC)
  - h. Construction Schedule in the form of PERT/CPM Diagram and Bar Chart with S-Curve
  - i. Bidding Documents with Bulletins

### **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. Procuring Entity's Obligation to Deliver the Site, Materials, Equipment, and Plans**

- 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.

## Section V. Special Conditions of Contract

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

### 6. The Contractor's Obligations

- 6.1. The Contractor shall carry out the Works properly and in accordance with this Contract. The Contractor shall provide all supervision, labor, Materials, Plant and Contractor's Equipment, which may be required. **All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity. [Refer to SCC 6.1. for clarification].**
- 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.



## Section V. Special Conditions of Contract

- 6.10. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity's Representative of such discoveries and carry out the Procuring Entity's Representative's instructions in dealing with them.

### 7. Performance Security

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

### 8. Subcontracting

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

## Section V. Special Conditions of Contract

- 8.2. The Contractor may identify the sub-contractors to whom portions of the contract works will be sub-contracted during the bidding process or contract implementation, provided that all sub-contracts shall require prior approval of the concerned Head of the Procuring Entity within the limits of his delegated authority to approve the original contracts.
- 8.3. Unless otherwise indicated in the **SCC**, the Contractor cannot sub-contract Works more than fifty percent (50%) of the Contract Cost. The Contractor shall not allow sub-contracted Works to be further sub-contracted or assigned to another entity.
- 8.4. Each sub-contractor must comply with the eligibility criteria as specified in the **BDs** for the portion of the contract works to be sub-contracted to the subcontractor- e.g., applicable license from the Philippine Constructors Accreditation Board, satisfactory completion of works similar to the portion of the contract to be subcontracted and costing at least fifty percent (50%) of the cost of such portion, and sufficient Net Financial Contracting Capacity, as well as minimum equipment and manpower. This requirement does not apply to labor pakyaw contracts.
- 8.5. Sub-contracting of any portion of the Works shall not relieve the Contractor of any liability or obligation under this Contract. The Contractor shall be responsible for the acts, defaults, and negligence of any sub-contractor, 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.
- 8.6. All sub-contracting arrangements as disclosed and identified in the Contractor's bid and approved by the Procuring Entity shall not be changed or further assigned during the implementation of this Contract.
- 8.7. For any assignment and subcontracting of the contract or any part thereof without prior written approval by the concerned Head of the Procuring Entity, the Procuring Entity shall impose on the erring contractor, after the termination of the contract, the penalty of suspension for one (1) year for the first offense, and suspension of two (2) years for the second offense from participating in the public bidding process, pursuant to the provision of Appendix 11 Section 4.2 of the IRR, in accordance with Section 69(6) 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.

## 9. Liquidated Damages

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor. Once the cumulative amount of liquidated damages **reaches ten percent (10%)** of the amount of this Contract, the Procuring Entity **shall rescind this Contract**, without prejudice to other courses of action and remedies open to it.
- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Clause 40.3.

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### 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. Licenses and Permits

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

### 12. Contractor's Risk and Warranty Security

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

12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the Head of the Procuring Entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

12.3. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.

12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects", *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures", *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:

- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
- (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
- (c) Procuring Entity's Representatives/Project Manager/Construction Managers and Supervisors – The project PHSA'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;

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- (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end-user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

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

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

Form of Warranty	Minimum Amount in Percentage (%) of Total Contract Price
(1) 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%)
(2) 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%)
(3) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

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

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

**13. Liability of the Contractor**

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

**14. Procuring Entity's Risk**

- 14.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Procuring Entity:
- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
    - 33.1.1.a.1. any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
    - 33.1.1.a.2. negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

**15. Insurance**

- 15.1. The Contractor shall, under his name and at his own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- (a) Contractor's All Risk Insurance;
  - (b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;
  - (c) Personal injury or death of Contractor's employees; and
  - (d) Comprehensive insurance for third party liability to Contractor's direct or indirect act or omission causing damage to third persons.
- 15.2. The **Contractor shall provide evidence to the Procuring Entity's Representative that the insurances required under this Contract have been effected** and shall, within a reasonable time, **provide copies of the insurance policies to the Procuring Entity's Representative**. Such evidence and such policies shall be provided to the Procuring Entity's through the Procuring Entity's Representative.
- 15.3. The Contractor shall notify the insurers of changes in the nature, extent, or program for the execution of the Works and ensure the adequacy of the insurances at all times in accordance with the terms of this Contract and shall produce to the Procuring Entity's Representative the insurance policies in force including the receipts for payment of the current premiums.
- The above insurance policies shall be obtained from any reputable insurance company approved by the Procuring Entity's Representative.
- 15.4. **If the Contractor fails to obtain and keep in force the insurances** referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, **the Procuring Entity may obtain and keep in force any such insurances and pay such premiums** as may be necessary for the purpose. From time to time, **the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor**, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

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

### 16. Termination for Default of Contractor

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
- 16.1. Due to the Contractor's fault and while the project is ongoing, it has incurred **negative slippage of fifteen percent (15%) or more** in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;
- 16.2. Due to its own fault and after this Contract time has expired, the Contractor incurs **delay in the completion of the Work after this Contract has expired**; or
- 16.3. The Contractor:
- (a) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
  - (b) after receiving a Notice from the Procuring Entity's Representative that failure to correct a particular Defect is a fundamental breach of Contract, fails to correct the Defect within a reasonable period of time determined by the Procuring Entity's Representative;
  - (c) **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;
  - (d) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;

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- (e) neglects or **refuses to** remove materials or to **perform a new Work that has been rejected as defective or unsuitable**; or
- (f) **sub-lets** any part of this Contract **without approval by the Procuring Entity**.

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

### 17. Termination for Default of Procuring Entity

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

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

### 18. Termination for Other Causes

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

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

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

- (a) The Contractor **stops work for twenty eight (28) days** when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative **instructs the Contractor** to delay the progress of the Works, and the **instruction is not withdrawn within twenty eight (28) days**;
- (c) The Procuring Entity shall terminate this Contract if the **Contractor is declared bankrupt or insolvent** as determined with finality by a **court of competent jurisdiction**. In this event, termination will be **without compensation to the Contractor**, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
- (d) A **payment certified** by the Procuring Entity's Representative is **not paid** by the Procuring Entity **to the Contractor within eighty four (84) days** from the date of the Procuring Entity's Representative's certificate;

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- (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:
    - 18.3.1.h.1. corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the **SCC**;
    - 18.3.1.h.2. **drawing up or using forged documents**;
    - 18.3.1.h.3. **using adulterated materials**, means or methods, or engaging in production contrary to rules of science or the trade; and
    - 18.3.1.h.4. 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) Verification. 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) Notice of Termination. Upon recommendation by the Procuring Entity, the Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
    - 19.1.1.b.1. 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;



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- 19.1.1.b.2. the extent of termination, whether in whole or in part;
- 19.1.1.b.3. an instruction to the Contractor to show cause as to why this Contract should not be terminated; and
- 19.1.1.b.4. special instructions of the Procuring Entity, if any.

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

- (c) Show Cause. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the **Procuring Entity shall issue an order terminating the contract;**
  - (d) Withdrawal of Notice of Termination. The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
  - (e) Notice of Decision. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
  - (f) Review Committee. The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.
- 19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract **the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense** from participating in the public bidding process, for violations committed **during the contract implementation stage**, which include but not limited to the following:
- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
  - (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, **lawful instructions** include but are not limited to the following:
    - 19.2.1.b.1. **Employment of competent technical personnel, competent engineers and/or work supervisors;**

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- 19.2.1.b.2. Provision of **warning signs and barricades** in accordance with approved plans and specifications and contract provisions;
  - 19.2.1.b.3. **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;
  - 19.2.1.b.4. **Deployment of committed equipment**, facilities, support staff and manpower; and
  - 19.2.1.b.5. **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:
    - 19.2.1.d.1. **Negative slippage of 15% and above** within the critical path of the project due entirely to the fault or negligence of the contractor; and
    - 19.2.1.d.2. Quality of **materials and workmanship not complying** with the approved specifications arising from the contractor's fault or negligence.
  - (e) Willful or **deliberate abandonment or non-performance** of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

## 20. Force Majeure, Release from Performance

- 20.1 For purposes of this Contract the terms "**force majeure**" and "**fortuitous event**" may be **used interchangeably**. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Contractor could not have foreseen, or which though foreseen, was inevitable. It shall **not include ordinary unfavorable weather conditions**; and any **other cause** the effects of **which could have been avoided with the exercise of reasonable diligence** by the Contractor.
- 20.1. 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.
- 20.2. **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.

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- 20.3. **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.
- 20.4. The net balance due shall be paid or repaid within a reasonable time period from the time of the Notice of Termination.

### 21. Payment on Termination

- 21.1 **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**.
- 21.1. 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.
- 21.2. The **net balance due shall be paid or repaid within twenty eight (28) days** from the notice of termination.
- 21.3. **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.

### 22. Resolution of Disputes

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.

**23. 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:

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

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

**24. Procuring Entity's Representative's Decisions**

24.2. 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.

24.3. 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.

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

25.2. **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.

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

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

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

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

26.2. 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.

26.3. 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**.

**27. Extension of the Intended Completion Date**

27.1. 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.

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- 27.2. 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.

### 28. Right to Vary

- 28.1. 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**.
- 28.2. Variations shall be valued as follows:
- a. At a lump sum price agreed between the parties;
  - b. where appropriate, at rates in this Contract;
  - c. in the absence of appropriate rates, the rates in this Contract shall be used as the basis for valuation; or failing which
  - d. at appropriate new rates, equal to or lower than **current industry rates** and to be agreed upon by both parties and approved by the Head of the Procuring Entity.

### 29. 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. **[Refer to Section V, SCC 29 for clarification]**.

### 30. Dayworks

- 30.1. Subject to **GCC** Clause 44 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**.
- 30.2. 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.
- 30.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

### 31. Early Warning

- 31.1. 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.

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- 31.2. **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.

### 32. Program of Work

- 32.1. **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.
- 32.2. 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.
- 32.3. 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.
- 32.4. 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.
- 32.5. **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.
- 32.6. **All Variations shall be included in updated Program of Work** produced by the Contractor.

### 33. Management Conferences

- 33.1. **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**.
- 33.2. The Procuring Entity's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Procuring Entity. The **responsibility of the parties for actions** to be taken **shall be decided** by the PROCURING ENTITY's Representative either at the **Management Conference or after the Management Conference** and **stated in writing** to all who attended the Conference.

### 34. Bill of Quantities

- 34.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 34.2. 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.

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- 34.3. 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.
- 34.4. 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**.

### 35. Instructions, Inspections and Audits

- 35.1. 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**. The inspections, among other **inspections, are indicated** in the **SCC**.
- 35.2. 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**.
- 35.3. 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.

### 36. 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 or uncover defects and test any work that the Procuring Entity's Representative considers below standards and defective**.

### 37. 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**.

### 38. Correction of Defects

- 38.1. 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.
- 38.2. 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**.
- 38.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.

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- 38.4. 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**.

### 39. Uncorrected Defects

- 39.1. 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**.
- 39.2. 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.

### 40. Advance Payment

- 40.1. 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**.
- 40.2. 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.
- 40.3. 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.
- 40.4. The Contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.
- 40.5. 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 40.1.

### 41. Progress Payments

- 41.1. 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**.
- 41.2. 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.



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- (d) Amount to cover third party liabilities.
  - (e) Amount to cover **uncorrected discovered defects** in the works.
- 41.3. 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.
- 41.4. 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.
- 41.5. 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.

### 42. Payment Certificates

- 42.1. 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.
- 42.2. The **Procuring Entity's Representative** shall **check the Contractor's monthly statement** and **certify the amount to be paid** to the Contractor.
- 42.3. 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;** and
  - (c) include the valuations of approved variations.
- 42.4. 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.

### 43. Retention

- 43.1. 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** below.
- 43.2. **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.
- 43.3. The total "**retention money**" shall be due for **release upon final acceptance** of the Works. The Contractor **may**, however, **request the substitution** of the retention money for each progress billing with irrevocable standby **letters** of credit from a commercial bank, bank **guarantees** or surety **bonds callable on demand**, of amounts equivalent to the retention money substituted for and acceptable to the

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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**.

43.4. 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.

### 44. Variation Orders

44.1. 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**.

44.2. A **Change Order** may be issued by the Procuring Entity to cover any **increase/decrease in quantities** of original Work items in the contract.

44.3. 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.

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

44.5. 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 [**Refer to Section V, SCC 44.5 for correction**]. The preparation and submission of Variation Orders are as follows:

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- (a) If the Procuring Entity's representative/**Project Engineer** believes that a Change Order or Extra Work Order should be issued, **he shall prepare the proposed Order accompanied with the notices** submitted by the Contractor, the plans therefore, **his computations as to the quantities of the additional works** involved per item indicating the specific stations where such works are needed, **the date of his inspections and investigations** thereon, and **the log book thereof**, and **a detailed estimate of the unit cost** of such items of work, **together with his justifications** for the need of such Change Order or Extra Work Order, and shall **submit the same to the Head of the Procuring Entity for approval**.
- (b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity's to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly to the Head of the Procuring Entity or his duly authorized representative [**Refer to Section V, SCC 44.5 for correction**].
- (c) The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration [**Refer to Section V, SCC 44.5 for correction**].
- (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same [**Refer to Section V, SCC 44.5 for correction**].
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty (30) calendar days.

### 45. Punch List

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.

### 46. Suspension of Work

46.1. 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.

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

### 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.

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47.5. Extension of contract time may be granted for any of the following grounds:

- a. 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. In these cases, the time extension shall be processed for approval only after the total number of pre-determined rainy/unworkable days as indicated in the contract has been fully utilized as duly certified by the Procuring Entity's Representative.
- b. Equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity.
- c. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor, provided that they are publicly felt and certified by appropriate government agencies such as Department of Trade and Industry (DTI), Department of Labor and Employment (DOLE), Department of Interior and Local Government (DILG), and Department of National Defense (DND), among others.

47.6. The written consent of bondsmen must be attached to any request of the Contractor for extension of Contract Time and submitted to the Procuring Entity for consideration, and the validity of the Performance Security shall be correspondingly extended.

### 48. Price Adjustment

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

### 49. Certificate of 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. As-Built Drawings and Operating and Maintenance Manuals

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

**SECTION V**

**SPECIAL CONDITIONS OF  
CONTRACT**

## SECTION V – SPECIAL CONDITIONS OF THE CONTRACT

This Section V, Special Conditions of the Contract amends and/or supplements Section IV, General Conditions of Contract of these Bidding Documents. In case of discrepancy between Section V and IV, the provisions of Section V shall prevail.

GCC Clause	Description
1.21	The <b>Procuring Entity</b> is the <b>Philippine High School for the Arts</b>
1.22	The <b>Procuring Entity’s Representative</b> is <b>Dr. Victor Emmanuel Carmelo D. Nadera Jr.</b> Director IV PHSA, National Arts Center, Mt. Makiling, Los Baños, Laguna Telephone No.: 049-576-4100 Telefax No. :049-536-5973
1.23	The site is located at <b>PHSA, Brgy. Tranca, Bay, Laguna</b>
1.27	The <b>Start Date</b> is seven (7) calendar days from receipt of the Notice to Proceed.
2.2	Sectional Completion No further instruction
6.1	All Materials and Plant on Site shall be deemed to be the property of the Procuring Entity. <b>Contractor shall submit its/his/her Materials Delivery/Utilization Schedule using the form, provided in Section IX</b> , within 10 days from its/his/her receipt of the NOA.
6.5	The Contractor shall employ the following <b>Key Personnel</b> : <i>Project Manager, Project Engineer, Materials Engineer and Foremen</i>
7.4(c)	Performance Security No further instruction.
7.7	Performance Security No further instruction.
8.1	Sub-contracting No further instruction.
10	The site investigation reports It shall be the responsibility of the Contractor to obtain the site investigation reports.
12.3	Contractor’s Risk and Warranty Security No further instruction.

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12.5	<p><b>Contractor's Risk and Warranty Security</b></p> <p>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p>
13	<p><i>Liability of the Contractor</i></p> <p>All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.</p> <p>The Contractor shall be liable to pay or reimburse the actual costs of hospitalization or medical expense(s) of Procuring Entity's personnel due to accident(s), which may befall or happen to said personnel during his/her/their inspection of contractor's works at construction site, as a result of contractor's sub-standard works/materials, omission(s) or negligence.</p> <p>In addition, the contractor shall also pay or reimburse the actual transportation costs incidental to the hospitalization or medical treatment of said personnel. Claim for payment or reimbursement for hospitalization or medical expenses and transportation costs incidental thereto shall be approved by the head of the procuring entity and supported by a medical certificate signed by a licensed doctor and an official report of the result of the inspection describing the sub-standard works/materials, omission(s) or negligence of the contractor duly signed by the procuring entity's personnel.</p> <p>In reimbursing herein mentioned expenses, the contractor may require submission of the official receipts or other reasonable proof of expenses incurred by the procuring entity's personnel. This condition is without prejudice to contractor's right to verify the veracity of herein mentioned official report of procuring entity's personnel.</p> <p>In case the Contractor fails to pay or reimburse said hospitalization or medical and incidental transportation expenses within seven (7) calendar days after contractor's receipt of a demand letter from procuring entity's personnel, the contractor hereby authorizes the procuring entity to deduct said expenses from payment(s) and/or retention money due the contractor under this infrastructure project.</p>
18.3(h)(i)	<p><b>Termination for Other Causes</b></p> <p>No further instruction.</p>
22.2	<p><b>Resolution of Disputes</b></p> <p>The Arbiter is: Construction Industry Arbitration Commission, or any other arbiter in accordance with GCC 22.3.</p>
29	<p><b>Contractor's Right to Claim</b></p> <p>GCC 29 shall be read as "If the Contractor incurs cost as a result of any of the events under <b>GCC Clause 28.1</b>, the Contractor shall be entitled to the amount of such cost subject to the conditions under <b>GCC Clause 44</b>. 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.</p>
30.1	<p><i>Dayworks:</i></p> <p>Day works are applicable at the rate shown in the Contractor's original Bid.</p>



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32.1	<p>Program of work</p> <p>The Contractor shall submit, within ten calendar days from its receipt of the Notice of Award, a Program of Work to the Procuring Entity's Representative for approval together with its Letter of Acceptance of or conformity with the Notice of Award.</p>
32.3	<p>Program of work</p> <p>The period between Program of Work updates is <i>thirty (30) calendar days</i>.</p> <p>The amount to be withheld for late submission of an updated Program of Work is <i>25% of the amount of the progress payment being billed</i>.</p>
35.3.	<p>The <b>Funding Source</b> is the <b>CY 2016 General Appropriations Act under R.A. 10717 and CY 2017 General Appropriations Act under RA 10924</b></p>
40.1	<p>Advance Payment</p> <p>The amount of the advance payment is <i>15% of the Contract Price</i>.</p>
41.4	<p>Progress Payments</p> <p>The first progress billing shall have a minimum physical accomplishment of 20%.</p>
44.5	<p>In claiming for any Variation Order, the <b>contractor</b> shall, within seven (7) calendar days after such work has been commenced pursuant to <b>Section 3.2</b> of the Annex E of the Revised IRR of RA 9184 quoted herein; or, within twenty-eight (28) calendar days after the circumstances or reasons justifying a claim for extra cost shall have occurred, <b>deliver a notice</b> 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 (<b>Corrected thru GPPB Res. No. 08-2011 dated 10/7/11</b>). The preparation and submission of Variation Orders are as follows:</p> <ul style="list-style-type: none"> <li>a) If the procuring entity's representative/<b>Project Engineer</b> believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the Head of the Procuring Entity for approval.</li> <li>b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the <b>appropriate technical staff</b> or office of the procuring entity to conduct an on-the-spot investigation to verify the need for the work <b>to be prosecuted</b> and to review the proposed plan, quantities, and prices of the work involved. (<b>Corrected thru GPPB Res. No. 08-2011 dated 10/7/11</b>)</li> <li>c) The <b>technical staff</b> or appropriate office of the procuring entity shall submit a report of their findings and recommendations, together with supporting documents, to the Head of the Procuring Entity or his duly authorized representative for consideration. (<b>Corrected thru GPPB Res. No. 08-2011 dated 10/7/11</b>)</li> <li>d) The <b>Head of the Procuring Entity</b> or his duly authorized representative, acting upon the recommendation of the <b>technical staff</b> or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order. (<b>Correction thru GPPB Res. No. 08-2011 dated 10/7/11</b>)</li> </ul>

Section V. Special Conditions of Contract

	<p>e) The <b>timeframe</b> for the processing of Variation Orders from the preparation up to the approval by the procuring entity concerned shall not exceed thirty <b>(30)</b> calendar days.</p> <p><b>Section 3.2. of Annex E of RA 9184 Revised IRR (Contract Implementation Guidelines for the Procurement of Infrastructure Projects)</b></p> <p>“However, under any of the following conditions, the procuring entity’s representative/<b>Project Engineer may subject to the availability of funds</b> and within the limits of his delegated authority, <b>allow the immediate start of work</b> under any Change Order or Extra Work Order:</p> <p>i) In the event of <b>an emergency</b> where the prosecution of the work is urgent to avoid detriment to public service, or damage to life and/or property; and/or</p> <p>ii) When time is of the essence;</p> <p>Provided, however, That such approval is valid on work done up to the point where the cumulative increase in value of work on the project which has not yet been duly fully approved <b>does not exceed</b> five percent <b>(5%)</b> of the adjusted original contract price (Deleted: whichever is less); (Corrected thru GPPB Res. No. 08-2011 dated 10/7/11)</p> <p>Provided, further, that immediately after the start of work, the corresponding Change Order or Extra Work Order shall be prepared and <b>submitted for approval</b> in accordance with the above rules herein set. <b>Payments</b> for works satisfactorily accomplished on any Change Order or Extra Work Order <b>may be made only after approval of the same by the Head of the Procuring Entity</b> or his duly authorized representative. (Correction thru GPPB Res. No. 03-2011 dated 1/28/11)</p> <p>Provided, finally, That for a Change Order or Extra Work Order involving a cumulative amount exceeding five percent (5%) of the original contract price, no work thereon <b>may be</b> commenced unless said Change Order or Extra Work Order has been <b>approved</b> by the <b>Head of the Procuring Entity or his duly authorized representative</b>. (Corrected thru GPPB Res. No. 08-2011 dated 10/7/11)</p>
51.1	<p>The date by which the <b>Operating and Maintenance Manuals</b> are required is the date of submission of the request for final billing.</p> <p>The date by which <b>“As-Built” drawings</b> are required is the date of submission of the request for final billing.</p>
51.2	<p>The amount to be withheld for failing to produce <b>“As-Built” drawings and/or operating and maintenance manual</b> by the date required is 35% of the amount of final billing.</p>

# **SECTION VI**

## **GENERAL SPECIFICATIONS**

## SECTION VI - GENERAL SPECIFICATIONS

### SUMMARY OF MATERIALS AND FINISHES

#### 1.00 GENERAL REQUIREMENTS

##### 1.01 RELATED SECTIONS

All applicable provisions of the different divisions of the Specifications for each work trade shall apply for all items cited in this Summary.

##### 1.02 INFERRED ITEMS OF WORK

Materials and workmanship deemed necessary to complete the works but NOT specifically mentioned in the Specifications, Working Drawings, or in other Contract Documents, shall be supplied and installed by the Contractor without extra cost to the Owner. Such materials shall be of the highest quality available, and installed in a workmanlike manner at prescribed or appropriate locations.

##### 1.03 SPECIFICS

Materials specifically mentioned in this Summary shall be installed following efficient and sound engineering and construction practice, and **especially as per manufacturer's application for installation specifications that shall govern all works alluded to in these Specifications.**

##### 1.04 ON-SITE ITEMS

Materials and finishes for on-site improvements and facilities as listed below are part of the scope of work and shall be supplied and installed by the Contractor without extra cost to the Owner.

- A. Clearing and site grading works including cutting and filling of land in preparation for construction and eventually, for landscaping. Demolition of existing structures if applicable.

Construction of:

#### **PHSA Bay Campus Site Development.**

Complete with utility lines, raceway system, fixed furniture, breakers, switches, buzzers, controls including fittings and accessories as required by the specialty trades under plumbing, electrical and communication works.

- B. Booster pumps, overhead water tanks, and other necessary equipment and facilities, including air-conditioning equipment, transformers, generators (as required), etc.

##### 1.05 OFF-SITE ITEMS

Off-site improvements shall be included as per scope of work which shall be part of the Contractor's Work:

Concreting of driveway and sidewalk. This work shall neatly make connections to the existing roads or curbs and shall incorporate necessary utility ways under such as required.

Permanent connections to the local utility lines for electrical, water, drainage and telephone lines including equipment, facilities, materials, fees, and/or work which utility companies or authorities may require of the applicant Owner.

## Section IX. Bidding Forms

Landscaping works including provision of new soft scape (plants) and hardscape (mow strips, mounds, plant boxes, etc.)

### 2.00 SITEWORK

#### Earthwork:

Fill or borrow materials. Granular non-plastic material, laboratory-approved, inert materials from off-site source.

Excavated materials used as backfill, approved and cleaned material. Free of stones larger than 50mm (2") diameter roots and organic materials.

Capillary water sieves and barrier; uniformly graded or sized, non-porous aggregates or stones respectively.

#### Batterboards:

Second class pest-free lumber assembled and rendered secure for the proper delineation of building lines and grades.

#### Soil poisoning:

Product and application by Owner & Architect approved termite and pest control contractor. There shall be no disturbance of treated soil between application of poison and pouring concrete.

#### Lawns and Plantings:

Topsoil and plant backfill: Fertile, clean, natural soil of the locality. 200mm (8") layer of topsoil shall be spread over the scarified sub-grade. Compaction: 80% density.

#### Planting:

See landscaping plan.

### 3.00 CONCRETE

#### 3.01 Concrete Formworks:

Unless otherwise specified, use 12mm phenolic plywood or 12mm (1/2") thick ordinary plywood

#### 3.02 Concrete Steel Reinforcement

#### 3.03 Cast-in-Place Concrete

A. Cement: Portland Cement Type I or approved equal.

B. Concrete Admixtures: Superplasticizer Type G or Type F

1. Air-entraining admixtures
2. Accelerators
3. Water Reducing Retarder
4. All materials must be approved by the Architect/Engineer prior to installation

C. Concrete Bond - SIKA or approved equal for bonding new to old concrete, repair of cracks or bonding grout.

D. All materials must be approved by the Architect/Engineer prior to installation

### 4.00 MASONRY

#### 4.01 Concrete Hollow Blocks (CHB)

##### A. References:

- Conforming to Philippine National Standard (PNS) 16, Type I, Class A,
- Minimum compressive strength of 4.82 MPA (700 psi) for all building walls, perimeter fence/walls and trenches

## Section IX. Bidding Forms

### B. Sizes:

1. 100mm (4") thick CHB, machine-vibrated with even texture and well-defined edges on fences, zoccalo and plan boxes

### C. Application:

1. 100mm (4") thick CHB for drainage, trenches/below-grade structures as specified on plans.

## 4.02 Reinforcing Bars and Tie Wires:

### A. References

1. Conforming to Reinforcing Steel Bar ASTM A 615; or PNS 49; 40,000 psi
2. ASTM A 155

### B. Sizes

1. 10mm diameter
2. 12mm diameter
3. 16mm diameter
4. 20mm diameter
5. 25mm diameter and Tie wire.

### C. All materials must be approved by the Architect/Engineer prior to installation.

## 4.03 Mortar and Plaster Works: With mixture as required. See 3.00 C1, C2B, C3, C4, C5 and C6.

### A. Use ADHESIVE MORTAR for laying porcelain granite tiles, vitrified ceramic tiles with DISPERSION COMPOUND as an additive to ADHESIVE MORTAR.

### B. Use GROUT pre-mixed dry well filler for floor and wall tile joints either glazed or unglazed tiles.

### C. For guard house, toilets, pump house, gen set/electrical room motor pool, floors and walls, and other areas specified on plans.

### D. All materials must be approved by the Architect/Engineer prior to installation

## 5.00 METALS

### 5.01 Metal Eaves: 0.60mm thick color-bonded steel sheet spandrel sections. For Waiting Area, Toilets, Guard House, Pump House, Genset Room and Electrical Room and as specified on plans.

### 5.02 Stainless Steel (SS): Schedule 40.

#### A. For ladder rung at Pumphouse: 20mm diam. for horizontal members and 25mm dia. for vertical support.

### 5.03 Fastenings:

#### A. Commercial types, except where special types are shown or required.

#### B. Fastenings for all exterior work shall be non-ferrous, unless otherwise shown

#### C. Fastenings for stainless steel and aluminum and other interior work, where exposed, shall match the fastened metal.

### 5.04 Metal Door Jamb: must be approved by the Architect prior to installation.

**6.00 WOOD AND PLASTICS**

**6.01 ON-SITE CARPENTRY**

Note : For K.D. Tanguile, plywood inner sides, and cut ends of apitong framing, supplementary termite and rot treatment to be applied by Architect-approved termite and pest control company.

A. Lumber:

1. Tanguile: Kiln-dried, S4S, sound, hard and free from defects lumber. Use one color or shade for assembly framings that are exposed. Maximum moisture content, 12% for lumber with thickness of 25mm (1") or less; 16% maximum moisture content for all others. For framings of counters and cabinets. For edgings, trims and cornice / cove moldings. For ceiling nailers at waiting areas and toilets. Other areas as indicated in the Drawings.

B. Plywood (Ordinary & Marine); Plyboard; Medium Density Fiberboard (MDF)

Note : Provide solid wood edging for all exposed sides of plywood; 12mm (1/2") thick and larger, and on all sides of detachable shelves.

1. 3/4" thick MDF or Melamine Laminated boards for all hanging cabinets, shelves and backing.
2. 3/4" thick Melamine Laminated Marine Plywood on all base cabinets, shelves and backing.
3. 6mm (1/4") thick Class B Tanguile plywood. For miscellaneous backing, patching, flooring and dividing components of wood based units for cabinets, and which are concealed or intended to be painted.
4. 6mm (1/4") thick Ribbon Grain Plywood. For flush hollow-core (FHC) wooden doors.
5. 6mm (1/4") thick Weatherproof Marine Plywood. For FHC wooden doors at Women's/Men's Toilets.
6. 19mm (3/4") thick Class B Tanguile plywood. For base components of cabinets. For free span shelves as specified on plans.
7. Phenolic Partitions/ Compact Boards for Toilet cubicle partitions.

C. Black Polyethylene Insect Screen :

1. On detachable insect screen assembly, complete with necessary framings, trims and fixation accessories for louvers blocks of pumphouse, genset & Electrical room.

**6.02 MILLWORKS**

A. Lumber : Tanguile,

1. For louver slats of doors, edgings, etc. and for Toilet doors .  
Assembly Materials: Architect approved water resistant glue, and nails, screws and bolts of appropriate type, shape and size for all types of joints.

**7.00 THERMAL AND MOISTURE CONTROL**

**7.01 INSULATION**

A. Heat-Reflective Layer : As approved by the Architect.

B. Aluminum Tape: 48mm (1-7/8") SABA tape for areas of accidental puncture or damage, as needed.

## Section IX. Bidding Forms

### 7.02 ROOFING

Roofing: as approved by the Architect. Pre-painted, Aluminum coated, Pre-formed, GA.24.

- A. Pre-formed Metal Roofing: 0.60mm thick (Gauge 24) base metal
  - Tile span profile pre-painted aluminum fluorocarbon coated steel, with minimum 300g/sqm zinc coating,
  - 0.60mm thick (Gauge 24) base metal, long span roofing.
  - For guard house, Motor pool, Gen set, Electrical Room, Pump Room and Parents waiting shed. Use one length per sloped plane.
  - Color: Architect or Owner approved.
- B. Aluminum Composite roofing panel, minimum 300g/sqm zinc coating for Main Gate.
- C. Polycarbonate Sheets: 100% UV Protected for Walkway canopy
- D. Ridge rolls and vent, flashing, capping, trims and molding :
  - Base metal 0.60mm thick (Gauge 24), pre-painted, with minimum 300 g/sqm zinc aluminum alloy coated plain sheets,
  - Pre-formed with matching shape and fitting provisions as per drawings.
  - Provide sealant between ridge roll and roofing.
  - Color: Architect or Owner approved.
- E. Pre-formed Gutters
  - Base metal 1.20mm thick (Gauge 16) for gutter,
  - Pre-formed with matching shape and fitting provisions as per drawing
  - Steel Stainless finish on inside gutters or concrete gutter with membrane-type waterproofing.
- F. Fasteners and Fixation:
  1. Use appropriate connectors as recommended by the manufacturer and approved by the Architect.
  2. Paint same color as roof all exposed fixation and fastening devices.
  3. Apply fasteners in a neat, consistent, even and standard manner. Apply strip of butyl rubber-based caulking compound along all end lap joints and passing over pre-drilled fixation holes.
  4. For fixation of metal sheet to "C" and "Z" purlins and when lapped over another metal sheet.
  5. For fixation of flashing. Use teck screws for roof eaves area, where roof frames are exposed.

### 7.03 FASCIA

- Base metal 4mm thick for fascia.
- Pre-formed with matching shape and fitting provisions as per drawings.
- Aluminum Composite Panel, Brush finish.
- Install fascia in accordance with the manufacturer's instruction.
- approved by the Architect

## 8.00 DOORS AND WINDOWS

All doors and windows shall have reinforced concrete lintel beams.

### 8.01 DOORS

Provide and install doors with complete locksets, hinges and accessories as per plans. Steel door jambs on concrete walls shall have 12mm construction grooves all around.

- Design A Single or Double Panel Metal Swing Door with vent slats, Ga. #18, 44mm (1¾") Thick, complete Hardware, Door Accessories on Ga. # 16 MS/BI steel door jamb as approved by the Architect; for Genset Room, Pump House and Electrical Room.



## Section IX. Bidding Forms

Design B Single Hollow Core Flush Swing Door with louver, 44mm thick, both faces phenolic plywood with K.D. Tanguile frames, Door Accessories on Ga. # 16 MS/BI steel door jamb as approved by the Architect; single-leafed swing door; Stainless Steel kick plate and push/pull handle; with complete Hardware; for Motorpool, guardhouse Male and Female Toilets.

All materials and finishes must be approved by the Architect prior to application and installation.

### 8.02 WINDOWS

Windows shall be 6mm thk. Glass, moss green shade with powder-coated white aluminum sections of jambs, heads, tubing as approved by the Architect.

All window sills shall be slightly sloped outwards to prevent damage to windows and paint due to water sippage.

### 8.03 FINISH HARDWARE

#### A. Door Lock, Door Lever and Locksets

##### 1. Cylindrical Locksets:

- a. Sentry Locksets, Satin Chrome Plated, For Wood Door.
- b. Cylindrical Knob lockset, for Steel Doors.

Genset Room, Pump House and Electrical Room.

##### 2. Deadbolt

- a. One-way double cylinder deadbolt for doors at Guard House, Pumphouse, Genset and Electrical room.

##### 3. Foot Bolts – steel foot bolts with brass escutcheon, GI pipe bolt underground housing; for all steel grille double gates.

#### B. HINGES

##### a. Stainless Steel Ball Bearing Hinge :

88.5mm x 88.5mm ((3 1/2" x 3 1/2") with non-rising removable for Wood Doors

##### b. Butt Hinges, 4" x 4" painted with bearing for Steel Doors.

#### C. Door Push/Pull/Kick plates: 8" X 16" US 32D Push and Pull Plate, 12" X 30" US32D Kick Plate For Men's Toilet and Women's Toilet.

#### D. Padlock: heavy-duty, solid brass, general purpose padlock. For Genset, Electrical rm., Gas rm. and Pumphouse doors and pump steel cage

#### E. Barrel Bolts and Footbolts: Stainless Steel, Schedule 40, barrel bolts, handles and foot bolts. For all steel doors and wrought iron gates.

#### F. Prefabricated heavy-duty hinge for main gate and service gates. See detail drawings.

#### G. All materials must be approved by the Architect prior to fabrication and installation.

**9.00 FINISHES**

9.01 FLOOR, WALL AND CEILING FINISHES

A. PLAIN CEMENT PLASTER FINISH (SCRATCH):

1. Consisting of the scratch and skim kote finish/easy kote , both consisting of one (1) part portland cement and two (2) parts of clean, washed sand, measured by volume.
2. For all interior or exterior wall surfaces as called for in the Drawings and where plastering is essential to complete the work.

B. TOOLED JOINT FINISH:

1. Surface preparation shall be plain cement plaster finish with tooled mortar joints.
2. Joints shall be concave, clean, plumb and true to line. All joints shall be as shown in the drawings.

C. CERAMIC TILE FINISH:

1. Finish shall be clean, plumb and true to line.
2. 600x600mm or 400x400mm Ceramic wall (polished) and floor tiles (Non-Skid/Unpolished) for all Toilets and Motorpool, Parents Waiting Shed, walkway canopy and Guard House.
3. For floor and wall areas requiring the finish.
4. Use Tile Grout Color same as the tile.
5. Use tile adhesive for tile installation. Submit actual samples for approval.
6. All materials must be approved by the Architect prior to fabrication and installation.

D. EPOXY PAINT FLOOR FINISH:

To be applied on floor of Electrical Room, Genset Room and Pump House, as approved by the Architect.

E. MOISTURE RESISTANT GYPSUM BOARD:

1. Use 1200 x 2400mm,
  - (a) 12mm thick Moisture Resistant Gypsum Board on aluminum frames. Ceiling panels for:
    - Genset room,
    - Pumphouse,
    - Electrical Room,
    - Guardhouse,
    - Motorpool,
    - and on areas indicated on plans.

9.02 PAINTING

Use Boysen or approved equal (one brand all throughout). All exposed finish hardware, lighting fixtures and accessories, plumbing fixtures and accessories, glasses and the like shall be adequately protected and that these are not stained with paint and other painting materials prior to painting works.

All other surfaces with stains and paint marks should be taped and covered with kraft paper or equal.

All materials must be approved by the Architect prior to fabrication and installation.

EXTERIOR AND INTERIOR:

- A. Epoxy Enamel Paint: Surface must be dry and clean, applied with one (1) coat of EPOXY ZINC CHROMATE PRIMER and finish with two (2) coats of EPOXY ENAMEL paint.
1. For all wrought iron grilles: fence, gates and for the entire steel roof framework and exposed steel trusses.
  2. Sample paint finish must be submitted to the Architect for approval.
- B. Chlorinated Rubber Base Paint: Two (2) coats FOB 512-W-8 Chlorinated Rubber Base Paint.
1. To be applied at: parking marking lines.
- C. Semi-gloss Paint (Solvent Based Thermoplastic Acrylic Resin): Masonry surfaces shall be treated with MASONRY NEUTRALIZER. Moisture resistant/ water repellent; elastomeric acrylic odorless waterproofing.
1. Mixes:
    - (a) Apply one coat CONCRETE SEALER and two coats SEMI-GLOSS TOPCOAT paint.
    - (b) Fill up cracks and crevices and putty minor cracks and surface imperfections with PATCHING COMPOUND prior to application of finish coats.
  2. To be applied at:
    - (a) For building exterior and interior concrete masonry surfaces: columns, beams (beige color) and for exterior base strip (dark beige color).
- D. Varnish-Stained High-Gloss Finish: Fill open grains of wood with NATURAL WOOD PASTE FILLER. Color: Submit actual sample finish for Architect's approval.
1. Mixes:
    - a. Apply one coat of OIL WOOD STAIN as specified, two (2) coats SUPER VARNISH, use owner approved color stain.
  2. To be applied at:
    - a. For wooden doors and jambs.
  3. All materials must be approved by the Architect prior to fabrication and installation.

**10.0 SPECIALTIES**

- A. Toilet Accessories : (Location as per Detailed Drawings)
1. Heavy duty soap dispensers- surface mounted, one(1) for each sink or every 2 sinks.
  2. Roll Paper Holder - surface-mounted, Stainless Steel Toilet Paper Holder w/ Hood. One (1) for each toilet.
  3. Grab Bar - 406 Stainless steel Grab Bar – 25mm Dia. X 406mm ( Pol. S/S )
  4. Robe Hook - Double Hook ( Chrome Plated )  
For Public Male, Female & Handicap water closet (HWC) cubicle.
  5. All materials must be approved by the Architect prior to installation.

## 11.0 ELECTRICAL

### A. Summary of Materials

1. General Lighting Luminaires: Fixture type shall be as indicated on the Lighting Layout Plan.
  - Fluorescent Lamp shall be LED T-series, linear, circular or self-ballasted compact fluorescent lamps with housing.
  - Fluorescent Lamps shall be cool or warm white and lamp holders shall be made of thermosetting plastic.
  - Fluorescent Ballast: Electronic type with high power factor or high frequency energy saving type.
  - Down lights and Pinlights shall be of heavy gauge spun aluminum equipped with LED type lamp, 12 watts minimum wattage as indicated on the drawings.
  - Other Special Lighting requirements shall be as approved by the implementing agency.
2. Wiring Devices: Wiring devices shall be non-automatic control devices, the contact.
  - Switches shall be of 15A, 250V or 300V except as otherwise noted and approved. Terminals shall be screw-type or quick-connected type.
  - General use receptacle shall be 15A, 250V grounding type unless otherwise indicated on the drawings.
  - Special purpose receptacle shall be as called for on the drawings. Matching plugs shall be supplied.
3. Panel boards and Circuit Breakers: The Panel board and Circuit Breakers shall be equipped with molded-case circuit breakers and shall be the type as indicated in the panel board schedule and details.
  - Provide molded-case circuit breakers of frame, trip rating and interrupting capacity as shown on the drawings. The circuit breakers shall be quick-make, quick break, thermal-magnetic, trip-indicating and shall have common trip on all multiple breakers with internal trip mechanism.
  - All current-carrying parts of the panel boards shall be plated. Provide solid neutral (S/N) assembly when required. The assembly shall be isolated from the enclosure.
4. Electrical Conduits, Boxes and Fittings: All conduits, boxes and fittings shall be standard rigid steel, zinc coated or galvanized.
  - Rigid Steel Conduits (RSC)
  - Rigid Metal Conduits (RMC)
  - Intermediate Metal Conduits (IMC)
  - Electrical Metallic Tubing (EMT)
  - Unplasticized Polyvinyl Chloride (uPVC) if required shall be schedule 40.
5. Conductors: Wires and cables shall be of the approved type and unless specified or indicated otherwise, all power and lighting conductors shall be insulated for 600 volts.
  - The conductors used in the wiring system shall be of soft-annealed copper having a conductivity of not less than 98% of that of pure copper and insulated for 60 C Temperatures.
  - All conduits of convenience outlets and wired with a minimum of 3.5mm in size.

## 12.0 OTHER REQUIREMENTS

### A. License and Permits

The Contractor shall secure from the government agencies all necessary licenses and permits needed to proceed with the construction of the Project.

## Section IX. Bidding Forms

### B. Temporary Sign

The Contractor shall provide suitable sign acceptable to the PHSA advertising the work and indicating thereon the names of the Project, the Contractor and the Architect. The sign layout and the text and location of such sign will be approved by the PHSA. No other sign or advertising will be permitted.

### C. DPWH Standards

The **DPWH Standard Specifications for Public Works and Highways** ("Blue Book") shall be the main basis for the standards and codes to be met by the goods and materials to be furnished and work performed or tested for the Contract. In particular, Volume II of the Blue Book shall be used if the Contract pertains to Highways, Bridges and Airports. Volume III of the Blue Book shall be used if the Contract pertains to Buildings, Flood Control and Drainage, or Water Supply. The Blue Book incorporates standards of the American Association of State Highway and Transportation Officials (AASHTO), American Society for Testing and Materials (ASTM), and American Concrete Institute (ACI), among others, pertaining to construction

#### Modifications of Standards

- 2.1 Modifications of and additions to standards and codes as stated in the DPWH Standard Specifications for Public Works and Highways, if any, shall be included in the enclosed Supplemental Specifications, which is part of these Bidding Documents.
- 2.2 Entries in the Supplemental Specifications are numbered to coincide with the numbering of items in the DPWH Standard Specifications for Public Works and Highways.

**SECTION VII**

**DRAWINGS**  
**(ATTACHED BLUEPRINT)**

**SECTION VIII**

**BILL OF QUANTITIES  
AND  
SCOPE OF WORKS**

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Section IX. Bidding Forms

<b>Project: PHSA Bay Campus Site Development</b>				
<b>Location: Brgy. Tranca, Bay, Laguna</b>				
<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Total Cost</b>
<b>I</b>	<b>GENERAL REQUIREMENTS</b>	lot	1.00	
	<b>Sub-Total</b>			
<b>II</b>	<b>SITE DEVELOPMENT</b>			
<b>II.A</b>	<b>Earthwork</b>	lot	1.00	
<b>II.B</b>	<b>Base Course</b>	lot	1.00	
<b>II.C</b>	<b>Surface Course</b>	lot	1.00	
<b>II.D</b>	<b>Gate</b>	lot	1.00	
<b>II.E</b>	<b>Fence</b>	lot	1.00	
<b>II.F</b>	<b>Drainage and Sewerage Structures</b>	lot	1.00	
<b>II.G</b>	<b>Water System/Plumbing Structures</b>	lot	1.00	
<b>II.H</b>	<b>Electrical Works</b>	lot	1.00	
<b>II.I</b>	<b>Miscellaneous Structures</b>	lot	1.00	
	<b>Sub-Total</b>			
<b>III</b>	<b>VERTICAL STRUCTURES</b>			
<b>III.A</b>	<b>Guard House</b>	lot	1.00	
<b>III.B</b>	<b>Driver's Quarters</b>	lot	1.00	
<b>III.C</b>	<b>Genset &amp; Electrical Room</b>	lot	1.00	
<b>III.D</b>	<b>Pump House and Cistern Tank</b>	lot	1.00	
<b>III.E</b>	<b>Parent's Waiting Area</b>	lot	1.00	
<b>III.F</b>	<b>Covered Walkway</b>	lot	1.00	
	<b>Sub-Total</b>			
<b>TOTAL</b>				

Section IX. Bidding Forms

**DETAILED APPROVED BUDGET FOR THE CONTRACT (ABC)**

**Project: PHSA Bay Campus Site Development**

**Location: Brgy. Tranca, Bay, Laguna**

Item No.	Description	Unit	Qty	Direct Cost		Indirect Cost					Total Cost	Total Unit Cost		
				Unit Cost	Total	Mark up		VAT 5% of (6+10)	Total					
						OCM (12%)	Profit(8%)			%			Amount	
				(1)	(2)	(3)	(4)	(5)	(6)	(7)			(8)	(9)
<b>I GENERAL REQUIREMENTS</b>														
I.A	Mobilization/Demobilization	I.s.	1.00											
I.B	Provision of Temporary Field Office for the Engineer	I.s.	1.00											
I.C	Provision of Surveyor, Survey Instrument, Stakes and Layout	I.s.	1.00											
I.D	Permits and Clearances	I.s.	1.00											
I.E	Project Billboard	each	2.00											
I.F	Occupational Safety and Health	I.s.	1.00											
<b>II SITE DEVELOPMENT</b>														
<b>II.A Earthwork</b>														
II.A.1	Clearing and Grubbing	sq.m.	7,220.15											
II.A.2	Removal of Structures and Obstruction (Fence)	I.m.	391.27											
II.A.3	Structure Excavation (Column and Wall Footing for Fence)	cu.m.	287.55											
II.A.4	Pipe Culverts and Drain Excavation	cu.m.	797.25											
II.A.5	Electrical Conduit Excavation	cu.m.	132.60											
II.A.6	Embankment from Borrow (w/ 25% Shrinkage Factor)	cu.m.	4,673.42											
II.A.7	Subgrade Preparation	sq.m.	7,220.15											
<b>II.B Base Course</b>														
II.B.1	Aggregate Base Course (0.15m thick, w/ 15% Shrinkage Factor)	cu.m.	456.26											
<b>II.C Surface Course</b>														
II.C.1	Portland Cement Concrete Pavement (0.15m thick, Ready Mix)	sq.m.	1,618.00											
II.C.2	Portland Cement Concrete Pavement Reinforced (0.10m thick, Bagger Mixer)	sq.m.	514.00											
II.C.3	Paving Blocks	sq.m.	1,125.65											
II.C.4	Concrete Curb and Gutter (0.50m x 0.15m)	I.m.	592.33											
<b>II.D Gate</b>														
II.D.1	Main Gate with roof													
II.D.1.1	Structural Steel (Main Gate)	kg	385.66											
II.D.1.2	Structural Steel (Truss)	kg	171.93											
II.D.1.3	Structural Steel (Purlins)	kg	425.94											
II.D.1.4	Prepainted Rib-Type Roofing Sheet (Long Span)	sq.m.	9.10											
II.D.1.5	Steel Channel (Fascia Board)	I.m.	18.20											
II.D.1.6	Painting Works (Steel)	sq.m.	30.89											
II.D.2	Service Gate	I.s.	1.00											

## Section IX. Bidding Forms

II.D.1.1	Structural Steel (Service Gate)	kg	544.31																
II.D.1.6	Painting Works (Steel)	sq.m.	60.48																
II.D.3	Pedestrian Gate	l.s.	1.00																
II.D.1.1	Structural Steel (Pedestrian Gate)	kg	68.04																
II.D.1.6	Painting Works (Steel)	sq.m.	7.56																
<b>II.E</b>	<b>Fence</b>																		
II.E.1	Perimeter Fence 1 (PF-1)																		
II.E.1.1	Structural Concrete Class A (Footing)	cu.m.	5.20																
II.E.1.2	Structural Concrete Class A (Footing Tie Beam, Column, Beam and Retaining Wall)	cu.m.	19.45																
II.E.1.3	Reinforcing Steel Grade 60 (Deformed)	kg	1,446.02																
II.E.1.4	Reinforcing Steel Grade 40 (Deformed)	kg	2,294.16																
II.E.1.5	Formworks and Falseworks	sq.m.	278.63																
II.E.1.6	CHB 6"	sq.m.	19.68																
II.E.1.7	Plastering	sq.m.	39.36																
II.E.1.8	Painting Works (Concrete)	sq.m.	104.88																
II.E.1.9	Decorative Steel Fence	kg	1,481.76																
II.D.1.6	Painting Works (Steel)	sq.m.	75.60																
II.E.2	Perimeter Fence 2 (PF-2)	l.m.																	
II.E.1.1	Structural Concrete Class A (Footing)	cu.m.	2.80																
II.E.1.2	Structural Concrete Class A (Footing Tie Beam, Column, Beam and Retaining Wall)	cu.m.	22.91																
II.E.1.3	Reinforcing Steel Grade 60 (Deformed)	kg	866.22																
II.E.1.4	Reinforcing Steel Grade 40 (Deformed)	kg	2,368.12																
II.E.1.5	Formworks and Falseworks	sq.m.	284.64																
II.E.1.6	CHB 6"	sq.m.	34.00																
II.E.1.7	Plastering	sq.m.	68.00																
II.E.1.8	Painting Works (Concrete)	sq.m.	118.40																
II.E.1.9	Decorative Steel Fence	kg	1,367.18																
II.D.1.6	Painting Works (Steel)	sq.m.	73.62																
II.E.3	Perimeter Fence 2 (PF-2a)	l.m.																	
II.E.1.1	Structural Concrete Class A (Footing)	cu.m.	10.00																
II.E.1.2	Structural Concrete Class A (Footing Tie Beam, Column, Beam and Retaining Wall)	cu.m.	35.35																
II.E.1.3	Reinforcing Steel Grade 60 (Deformed)	kg	2,398.44																
II.E.1.4	Reinforcing Steel Grade 40 (Deformed)	kg	6,035.09																
II.E.1.5	Formworks and Falseworks	sq.m.	480.94																
II.E.1.6	CHB 6"	sq.m.	129.29																
II.E.1.7	Plastering	sq.m.	258.57																
II.E.1.8	Painting Works (Concrete)	sq.m.	438.57																
II.E.1.9	Decorative Steel Fence	kg	4,882.80																
II.D.1.6	Painting Works (Steel)	sq.m.	262.92																
II.E.4	Perimeter Fence 3 (PF-3)	l.m.																	
II.E.1.1	Structural Concrete Class A (Footing)	cu.m.	7.60																
II.E.1.2	Structural Concrete Class A (Footing Tie Beam, Column, Beam and Retaining Wall)	cu.m.	26.42																
II.E.1.3	Reinforcing Steel Grade 60 (Deformed)	kg	1,822.81																



## Section IX. Bidding Forms

III.A.2.2	Structural Concrete Class A (Suspended Slab)	cu.m.	2.50																
III.A.2.2	Structural Concrete Class A (Beams/Girders)	cu.m.	1.36																
III.A.2.3	Paving Blocks	sq.m.	35.50																
<b>III.A.3</b>	<b>Rebar Works</b>																		
III.A.3.1	Reinforcing Steel Grade 60 (Deformed)	kg	661.19																
III.A.3.2	Reinforcing Steel Grade 40 (Deformed)	kg	423.46																
<b>III.A.4</b>	<b>Formworks and Falseworks</b>																		
III.A.4.1	Formworks and Falseworks	sq.m.	97.78																
<b>III.A.5</b>	<b>Masonry Works</b>																		
III.A.5.1	CHB 6"	sq.m.	62.63																
III.A.5.2	CHB 4"	sq.m.	7.05																
III.A.5.3	Louwer Blocks	sq.m.	1.20																
III.A.5.4	Plastering	sq.m.	129.14																
<b>III.A.6</b>	<b>Doors and Windows</b>																		
III.A.6.1	Doors																		
III.A.6.1.1	Steel Framed Door with Viewing Glass Panel and Steel Tubular Jamb	sq.m.	1.89																
III.A.6.1.2	Prefab Vinyl Door	sq.m.	3.78																
III.A.6.2	Windows																		
III.A.6.2.1	Aluminum Glass Windows	sq.m.	3.64																
<b>III.A.7</b>	<b>Carpentry Works</b>																		
III.A.7.1	Gypsum Board Ceiling	sq.m.	2.80																
<b>III.A.10</b>	<b>Electrical Works</b>																		
III.A.10.1.1	Electrical Works	lot	1.00																
<b>III.A.11</b>	<b>Plumbing Works</b>																		
III.A.11.1	Plumbing Works	lot	1.00																
<b>III.A.12</b>	<b>Sanitary Works</b>																		
III.A.12.1.1	Sanitary Works	lot	1.00																
<b>III.A.13</b>	<b>Painting Works</b>																		
III.A.13.1	Painting Works	sq.m.	129.14																
<b>III.A.14</b>	<b>Tile Works</b>																		
III.A.14.1	Tile Works	sq.m.	11.25																
<b>III.A.15</b>	<b>Waterproofing</b>																		
III.A.15.1	Waterproofing	sq.m.	9.00																
<b>III.B</b>	<b>Driver's Quarters</b>																		
<b>III.A.1</b>	<b>Earthwork</b>																		
III.A.1.1	Structural Excavation	cu.m.	6.97																
III.A.1.2	Backfilling and Compaction	cu.m.	4.80																
III.A.1.3	Gravel Bedding G-1	cu.m.	2.71																
III.A.1.4	Soil Poisoning	sq.m.	36.20																
<b>III.A.2</b>	<b>Concrete Works</b>																		
III.A.2.1	Structural Concrete Class A (Footings and Slab on Fill)	cu.m.	7.54																
III.A.2.2	Structural Concrete Class A (Footing Tie Beams)	cu.m.	1.16																
III.A.2.2	Structural Concrete Class A (Columns)	cu.m.	2.34																
III.A.2.2	Structural Concrete Class A (Beams/Girders)	cu.m.	1.01																



Section IX. Bidding Forms

<b>III.A.2</b>	<b>Concrete Works</b>																		
III.A.2.1	Structural Concrete Class A (Footings and Slab on Fill)	cu.m.	15.90																
III.A.2.2	Structural Concrete Class A (Footing Tie Beams)	cu.m.	2.70																
III.A.2.2	Structural Concrete Class A (Columns)	cu.m.	6.12																
III.A.2.2	Structural Concrete Class A (Suspended Slab)	cu.m.	11.65																
III.A.2.2	Structural Concrete Class A (Beams/Girders)	cu.m.	5.88																
<b>III.A.3</b>	<b>Rebar Works</b>																		
III.A.3.1	Reinforcing Steel Grade 60 (Deformed)	kg	2,307.26																
III.A.3.2	Reinforcing Steel Grade 40 (Deformed)	kg	1,564.23																
<b>III.A.4</b>	<b>Formworks and Falseworks</b>																		
III.A.4.1	Formworks and Falseworks	sq.m.	346.42																
<b>III.A.5</b>	<b>Masonry Works</b>																		
III.A.5.1	CHB 6"	sq.m.	196.24																
III.A.5.2	Plastering	sq.m.	392.47																
<b>III.A.6</b>	<b>Doors and Windows</b>																		
III.A.6.1	Doors																		
III.A.6.1.3	Steel Accordion Type Door with Complete Door Hardware and Lockset	sq.m.	30.45																
<b>III.A.10</b>	<b>Electrical Works</b>																		
III.A.10.1.2	Electrical Works	lot	1.00																
<b>III.A.13</b>	<b>Painting Works</b>																		
III.A.13.1	Painting Works	sq.m.	392.47																
<b>III.D</b>	<b>Pump House and Cistern Tank</b>																		
<b>III.A.1</b>	<b>Earthwork</b>																		
III.A.1.1	Structural Excavation	cu.m.	166.50																
III.A.1.3	Gravel Bedding G-1	cu.m.	2.78																
III.A.1.4	Soil Poisoning	sq.m.	148.60																
<b>III.A.2</b>	<b>Concrete Works</b>																		
III.A.2.1	Structural Concrete Class A (Footings and Slab on Fill)	cu.m.	74.24																
III.A.2.2	Structural Concrete Class A (Columns)	cu.m.	0.63																
III.A.2.2	Structural Concrete Class A (Suspended Slab)	cu.m.	1.94																
III.A.2.2	Structural Concrete Class A (Beams/Girders)	cu.m.	1.32																
<b>III.A.3</b>	<b>Rebar Works</b>																		
III.A.3.1	Reinforcing Steel Grade 60 (Deformed)	kg	233.21																
III.A.3.2	Reinforcing Steel Grade 40 (Deformed)	kg	2,890.04																
<b>III.A.4</b>	<b>Formworks and Falseworks</b>																		
III.A.4.1	Formworks and Falseworks	sq.m.	306.60																
<b>III.A.5</b>	<b>Masonry Works</b>																		
III.A.5.1	CHB 6"	sq.m.	29.20																
III.A.5.3	Louver Blocks	sq.m.	8.00																
III.A.5.4	Plastering	sq.m.	58.40																
<b>III.A.6</b>	<b>Doors and Windows</b>																		
III.A.6.1	Doors																		
III.A.6.1.3	Steel Accordion Type Door with Complete Door Hardware and Lockset	sq.m.	12																





Section IX. Bidding Forms

<b>III.A.2</b>	<b>Concrete Works</b>													
III.A.2.1	Structural Concrete Class A (Footings and Slab on Fill)	cu.m.	6.08											
III.A.2.2	Structural Concrete Class A (Columns)	cu.m.	1.80											
<b>III.A.3</b>	<b>Rebar Works</b>													
III.A.3.2	Reinforcing Steel Grade 40 (Deformed)	kg	384.40											
<b>III.A.4</b>	<b>Formworks and Falseworks</b>													
III.A.4.1	Formworks and Falseworks	sq.m.	48.00											
<b>III.A.8</b>	<b>Steel Works</b>													
III.A.8.2	Structural Steel (Purlins)	kg	1,951.63											
III.A.8.3	Anchor Bolts	pc	100.00											
III.A.8.7	Steel Plate	pc	25.00											
<b>III.A.9</b>	<b>Roofing Works</b>													
III.A.9.3	Prepainted Customized G.I. Gutter Sheet	m	87.00											
III.A.9.5	Steel Channel (Fascia Board)	m	174.00											
III.A.9.6	Polycarbonate Panel	sq.m.	184.88											
<b>III.A.10</b>	<b>Electrical Works</b>													
III.A.10.1.3	Electrical Works	lot	1.00											
<b>III.A.14</b>	<b>Painting Works</b>													
III.A.14.1	Painting Works	sq.m.	231.45											
<b>TOTAL</b>														

Section IX. Bidding Forms

## SCOPE OF WORK

### General:

The scope of works called for in this project is the **PHSA Bay Campus Site Development**. The scope of work shall not be limited, restricted nor confined to the construction but to include restoration, clean up, refurbishment, repair and replacement of item or items needed to satisfy the whole project. It is in this regard that the contractor is advised to include such works in the itemized bid so as not to create change order/s in the future.

The contractor is not limited to the scope of work listed. They should verify all plans and actual conditions for the necessity of work. If the actual situation calls for demolition, removal and relocation the contractor shall include such and all concomitant works to finish as part of the Scope of Work.

### Note:

1. The contractor / bidders should verify all plans and existing building and site conditions.
2. Any discrepancies found between the drawings and specifications and the site conditions or any errors or omission in the drawings or specification should be clarified with the Architect/Consultant.
3. Should the contractor fails to verify or clarify discrepancies, errors, conflict or omission in the drawings and specifications, it shall be deemed that the contractor have included in the preparation of his bid the necessary works, materials or items needed to satisfy the general scope of work.

### I. SCOPE OF SITE DEVELOPMENT

#### A. DEMOLITION / REMOVAL

1. Demolition of existing perimeter fence
2. Removal and relocation of all shrubs or trees affected by site development.

#### B. ADDITION

1. Provision of fencing needed for site development.
2. Provision of new parking area and curbs and gutters, including pavement markings on parking area.
3. Provision of new walkways and ramps.
4. Provision of concrete Paving Blocks along the driveways and walks and to seamlessly connect to existing buildings (Dormitory and School Building) paved approach as indicated on plans.
5. Provision of new sewage and storm drainage (sanitary line) system for the new construction including new catch basins, curb inlets, manholes and connection lines (RCP, PVC, etc.) and to connect the existing buildings' sewer lines.
6. Provision of new water supply system including new hose bibs, pumps and connecting lines (uPVC, GI Pipe, etc.) and to connect to the municipal water lines.
7. Provision of new pump house with cistern/fire tank.
8. Provision of new septic tank and cesspool.
9. Provision of Site grading, clearing, grubbing, backfilling and compaction works of site as indicated on plans.
10. Provision of Basketball court as indicated in plans.
12. Provision of Entrance Gate with guardhouse and Service gate.
13. Provision of Parents' waiting shed.
14. Provision of 15 meter high steel flagpole on reinforced concrete base
15. Provision of perimeter lighting and landscape bollards.
16. Provision of walkway canopy connecting school building and dormitory.
17. Provision of driver's quarters and motor pool work area.
18. Provision of electrical/generator room.
19. Provision of electrical power connection for the whole development including the existing building power requirements to street main line. Permanent connections to the local utility lines for electrical, water, drainage and telephone lines including equipment, facilities, materials, fees shall form part of the Scope of Work.

Section IX. Bidding Forms

20. Provision of Guardhouse.
21. Provision of school signage.
22. Verify plans and existing site condition for other items needed to satisfy the construction of the project.

**II. SCOPE OF OFF-SITE DEVELOPMENT**

1. Rehabilitation/Cleaning of existing drainage canal system fronting the property.
2. Provision of landscape including provision of new softscape (plants) and hardscape (gutters, mounds, planter boxes, concrete mow strips, etc.) adjoining the street fronting the property.
3. Provision of paving blocks for pedestrian entrance concrete ramp vehicular entrance seamlessly connected to existing street.
4. Verify plans and existing site condition for other items needed to satisfy the construction of the project.

**III. SCOPE OF LANDSCAPING WORKS**

1. Provision of landscape including provision of new softscape (plants) and necessary hardscape (gutters, mounds, planter boxes, concrete mow strips, etc.) for all open areas and areas indicated on plans as future development.
2. Verify plans and existing site condition for other items needed to satisfy the construction of the project.

**IV. OTHER REQUIREMENTS**

1. Secure and ensure the Dormitory building and the School building from intrusions of any person not authorized by PHSA. The contractor nor the workers shall not use the buildings for whatever purpose without PHSA's permission.
2. Provision of Contractors Temporary facilities including power and water utilities.

# **SECTION IX**

# **BIDDING FORMS**

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Financial Bid Form

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Date: \_\_\_\_\_, 20\_\_\_\_  
Project No.: \_\_\_\_\_

DR. VICTOR EMMANUEL CARMELO D. NADERA JR.  
Director IV  
Philippine High School for the Arts  
National Arts Center, Mt. Makiling,  
Los Baños, Laguna

Attention: The Chairperson  
Bids and Awards Committee

Gentlemen and/or Ladies:

We, the undersigned, declare that:

- a) We have examined and have no reservation to the Bidding Documents, including Bid Bulletin Numbers [state numbers], for the Contract [Insert name of Contract/Project];
- b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, the General and Special Conditions of Contract, and the bidding documents accompanying this Bid;

The total price of our Bid, excluding any discount offered below is:  
\_\_\_\_\_ (Php \_\_\_\_\_)

The discounts offered and the methodology for their application are: [insert information e.g., "No discount is being offered;" or "The amount of discount being offered by us is (state amount in words and in figures) to be deducted from the total price of our bid mentioned in this Financial Bid Form, the Bill of Quantities and/or the Program of Works. Therefore, the TOTAL PRICE of our bid less the discount is (state amount in words and in figures)"];

- c) Our Bid shall be valid for a period of [insert number] calendar 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 or number] 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 our offers tendered in accordance with the Bidding Documents;
- g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- i) We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

Name of authorized signatory: \_\_\_\_\_  
Designation/In the capacity of: \_\_\_\_\_  
Signature of authorized signatory: \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of: \_\_\_\_\_  
[Registered Company/Business Name of Bidder]  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Telefax No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

PHILIPPINE HIGH SCHOOL FOR THE ARTS  
National Arts Center, Mt. Makiling, Los Baños, Laguna

Contract No.: \_\_\_\_\_

**CONTRACT**

CONTRACTOR'S WITNESS

THIS CONTRACT, made and entered into this *[insert date]* day of *[insert month]*, *[insert year]* by and between the Department of Education, *Regional Office of Region \_\_*, located at *[insert address]*, represented herein by its *Regional Director, [insert complete name of RD]*, hereinafter referred to as the "PHSA" of the one part and *[insert registered business name of Contractor]*, represented herein by its *[insert position/designation]*, *[insert complete name of Contractor's authorized representative]*, with office address at \_\_\_\_\_, hereinafter referred to as the "Contractor" of the other part;

CONTRACTOR

WHEREAS, the PHSA invited bids for certain works stated in above Project consisting of *[insert number of lots]* school project sites and received bids from *[insert number of bidders]* bidders; the PHSA opened, read and evaluated the bids of the *[insert number of bidders]* bidders; *[insert number of bids]* bids were received for Lot \_\_\_\_; after the evaluation, the PHSA post-qualified and declared the bid of the Contractor as the lowest calculated responsive bid for said Lot;

WHEREAS, the PHSA passed and approved a resolution to award in favor of \_\_\_\_\_, in the sum of PHILIPPINE PESOS \_\_\_\_\_ (PhP \_\_\_\_\_) only, hereinafter called the "Contract Price" with the following details:

Lot No.	Description of Works	Amount of Award/Contract Price (PhP)

PHSA'S WITNESS

NOW, THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract;
2. The following documents shall be part of this Contract [in accord with IRR Sec. 37.2.3.]:
  - 2.1. Bidding Documents issued by the PHSA;
  - 2.2. Bid Bulletin(s) issued by the PHSA;
  - 2.3. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents/statements submitted;
  - 2.4. Performance Security;
  - 2.5. Credit line issued by a commercial or universal bank, if applicable;
  - 2.6. PHSA's Notice of Award of contract; and
  - 2.7. Construction schedule and S-curve, manpower utilization schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the Department of Labor and Employment, PERT/CPM for the herein infrastructure works; and other contract documents that may be required by existing laws, if applicable
3. The contract duration or completion period shall be \_\_\_\_ calendar days reckoned on the "Start Date" of the contract duration or completion period; The "Start Date" is seven (7) calendar days from receipt of the Notice to Proceed by the Constructor.

PHSA



Section IX. Bidding Forms

CONTRACTOR'S WITNESS

4. In consideration of the Contract Price mentioned herein to be paid by the PHSA to the Contractor, the Contractor hereby covenants, to the PHSA, to execute and complete such works and to remedy all defects therein in conformity in all respects with the provisions of this Contract;

5. The PHSA hereby covenants to pay the Contractor in consideration of the execution and completion of such Works and the remedying of all defects therein, 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 the Contract.

6. The Contract Price shall be paid to the Contractor through the Government disbursement procedures subject to the payment, retention money, and warranty provisions in the General Conditions of Contract, the Special Conditions of Contract, and the IRR of RA 9184;

7. The Contractor shall pay the PHSA for liquidated damages (LD), and not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the works for every day of delay. The PHSA shall deduct the liquidated damages from payments or any money due or which may become due the Contractor under this Contract and/or collect such liquidated damages from the retention money or other securities posted by the Contractor whichever is convenient to the PHSA. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the PHSA shall rescind this Contract, without prejudice to other courses of action and remedies open to the PHSA;

CONTRACTOR

8. The Contractor shall post a Warranty Security valid for one (1) year from the date of Certificate of Final Acceptance issued by the PHSA, in any of the following amounts and forms:

5% of the Contract Price	Cash; or Letter of Credit issued by a Universal or Commercial Bank, if issued by a foreign bank, the LC shall be confirmed or authenticated by a Universal or Commercial Bank.
10% of the Contract Price	Bank Guarantee confirmed by a Universal or Commercial Bank
30% of the Contract Price	Surety Bond callable upon demand issued by the GSIS or any Surety or Insurance Company duly certified by the Insurance Commission.

PHSA'S WITNESS

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:

\_\_\_\_\_  
*PHSA*

\_\_\_\_\_  
*CONTRACTOR*

PHSA

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
*PHSA'S WITNESS*

\_\_\_\_\_  
*CONTRACTOR'S WITNESS*

Section IX. Bidding Forms

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

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this \_\_\_ day of \_\_\_\_\_, 2013, personally appeared:

**GOVERNMENT ISSUED IDENTIFICATIONS**  
(Passport, Driver's License, SSS, GSIS, Philhealth...IDs)

	NAME	NUMBER	ISSUED ON	ISSUED AT
PHSA	_____	_____	_____	_____
CONTRACTOR	_____	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a CONTRACT consisting of \_\_\_\_\_ ( ) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

Notary Public  
Until 31 December 20\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20\_\_.

**Statement Identifying Bidder’s Single Largest Completed Contract Similar to the Contract to be Bid**

Registered Business Name of Bidder: \_\_\_\_\_

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

Name of Contract/Location/Contract Completion Period in calendar days and <b>Date of Contract</b>	Owner’s Name, Address, Telephone Numbers	Nature of Work	Contractor’s Role		Amount of Award, amount at completion, actual contract duration	Date Awarded, Contract Effectivity Date, and Date completed
			Description	%		
Government						
Private						

Note: The bidder shall support this statement with the duly signed Notice to Award or Notice to Proceed; and the duly signed PHSA’s Certificate of Final Acceptance, or Certificate of Completion, or the Constructor’s Performance Evaluation Summary (CPES) Final Rating, which must be satisfactory. In addition, the bidder may attach herewith the duly signed Contracts, Agreements, POs, or Job Orders.

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

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

One of the technical documents required to be in the technical Component Envelope of a bidder is a statement indentifying the bidder’s single largest completed contract which similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder’s largest single completed contract similar to the contract to be bid, adjusted to current prices using the NSO consumer price indices, must be at least fifty percent (50%) of the ABC to be bid: Provided, however, That contractors under Small A and 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 fifty percent (50%) of the allowable range of contract cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

Section IX. Bidding Forms

**Statement of All Ongoing Government and Private Construction Contracts and Contracts Awarded but not yet started**

Registered Business Name of Bidder: \_\_\_\_\_

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

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

Note: The bidder shall support this statement with the duly signed Notices to Award or Notices to Proceed. In addition, the bidder may also attach herewith the duly signed Contracts, Agreements, POs, or Job Orders.

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

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

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

One of the technical documents required to be in the technical Component Envelope of a prospective bidder is a list of all its ongoing contracts and contract awarded but not yet started.

In case of no ongoing contract, the bidder shall submit this duly signed form and indicate "No Ongoing Contracts" in this form preferably in the first column from the left.

**Net Financial Contracting Capacity (NFCC) Form**

A. Summary of the Contractor's assets and liabilities on the basis of the attached audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or its duly accredited and authorized institutions [BIR authorized collecting agent], for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

		Year 20__
1	Total Assets	
2	Current Assets	
3	Total Liabilities	
4	Current Liabilities	
5	Net Worth (1-3)	
6	Net Working Capital (2-4)	

B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed 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 to be bid.

Herewith attached is a true copy of the audited financial statement: stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the preceding calendar/tax year which should not be earlier than two (2) years from the date of bid submission.

Submitted by:

\_\_\_\_\_  
Registered Business Name of Contractor

\_\_\_\_\_  
Name and signature of Authorized Representative

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

Encl.: as stated

**KNOW ALL MEN BY THESE PRESENTS:**

This **JOINT VENTURE AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between *(use "among" if more than two parties)* [state registered business name], a [corporation/partnership/sole proprietorship] duly organized and existing in accordance with the laws of the Philippines, with principal office address at \_\_\_\_\_, represented in this act by its [President/Chief Executive Officer/Proprietor/other designation], [state name of official representative], hereinafter referred to as the **FIRST PARTY**;

-and-

[state registered business name], a [corporation/partnership/sole proprietorship] duly organized and existing in accordance with the laws of the Philippines, with principal office address at \_\_\_\_\_, represented in this act by its [President/Chief Executive Officer/Proprietor/other designation], [state name of official representative], hereinafter referred to as the **SECOND PARTY**;

**NOW, THEREFORE**, the Parties hereby agree as follows:

The parties agree to join together their manpower, equipment, and other resources needed for the purpose of joining the public bidding for works stated hereunder, of the **PHSA** and to undertake or perform the works if awarded the contract(s) in their capacity as a joint venture;

Name of Works/Project(s)	Approved Budget for the Contract (ABC)

The Parties agree to be jointly and severally responsible and liable for the entire assignment.

The Parties agree that [state name of officer], [President/Chief Executive Officer/Proprietor/other designation] of the [state registered business name], shall be the authorized Official Representative of the Joint Venture, and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding, and if contract(s) is/are awarded, in the execution and performance of the contracts inclusive of the acts to accept and sign the notice(s) of award and the contract(s), and to collect and receive payment(s) as fully and effectively the Joint Venture may do and if personally present.

[The following paragraph is mandatory to joint ventures consisting of domestic bidder(s) and foreign member(s)]:

The Parties agree to make the following contributions to the Joint Venture:

Name of Party	Contributions	Value in percentage (%) in the Joint Venture Resources
First Party		
Second Party		

The Parties agree that this Joint Venture Agreement shall remain in effect only for the above stated public bidding and works or project(s) until terminated by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Joint Venture Agreement on the day and year first above written.

**FIRST PARTY:**

**SECOND PARTY:**

\_\_\_\_\_  
[State name and designation]

\_\_\_\_\_  
[State name and designation]

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
[Signature over printed name]

\_\_\_\_\_  
[Signature over printed name]

\_\_\_\_\_  
[First Party's Witness]

\_\_\_\_\_  
[Second Party's Witness]

Section IX. Bidding Forms

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for \_\_\_\_\_, \_\_\_\_\_, Philippines, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared:

GOVERNMENT ISSUED IDENTIFICATIONS (Passport, Driver's License, SSS, GSIS, Philhealth... IDs)

Name	Number	Issued on	Issued at
_____ (First Party)	_____	_____	_____
_____ (Second Party)	_____	_____	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entities which they respectively represent.

The foregoing instrument is a JOINT VENTURE AGREEMENT consisting of \_\_\_\_ pages including this page on which this acknowledgement is written and signed by the parties and their instrument witnesses on the left hand margin of each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

\_\_\_\_\_  
NOTARY PUBLIC  
Until December 31, 20\_\_

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of 20\_\_

Section IX. Bidding Forms

Bid Security Form (Bank Guarantee)  
*[Bidders should refer to Section III, BDS 18.1 if applicable]*

---

WHEREAS, *[insert name of Bidder]* (hereinafter called the "Bidder") has submitted its bid dated *[insert date]* for the *[insert name of contract]* (hereinafter called the "Bid").

KNOW ALL MEN by these presents that We *[insert name of Bank]* of *[insert name of Country]* having our registered office at *[insert address]* (hereinafter called the "Bank" are bound unto PHILIPPINE HIGH SCHOOL FOR THE ARTS (hereinafter called the "Entity") in the sum of *[insert amount in words and in figures]* for which payment well and truly to be made to the said Entity; the Bank binds itself, its successors and assigns by these presents to this Guarantee.

SEALED with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_ 20\_\_

THE CONDITIONS of this obligation are:

1. If the Bidder:
  - (a) withdraws its/his/her Bid during the period of bid validity specified in its Financial Bid Form; or
  - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
  - (c) fails to submit, within the prescribed period, any of these requirements, i.e., Tax Clearance per E.O. 398 s. of 2005, latest Income and Business tax returns, the Certificate of PhilGEPS Registration, appropriate licenses and permits required by law or the bidding documents, or a finding against the veracity of said documents; or
  
2. If the Bidder commits or committed any of the following acts:
  - (a) submission of eligibility requirements containing false information or falsified documents; or
  - (b) 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; or
  - (c) allowing the use of one's name, or using the name of another for purposes of public bidding; or
  - (d) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid; or
  - (e) refusal or failure to post the required performance security within the prescribed time; or
  - (f) 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; or
  - (g) any documented attempt by a bidder to unduly influence the outcome of the bidding in his favor; or
  - (h) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (i) 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; or
  
3. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
  - (a) fails or refuses to execute the Contract in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.



Section IX. Bidding Forms

We undertake to pay to the Entity up to the above amount upon receipt of its first written demand, without the Entity having to substantiate its demand, provided that in its demand the Entity will note that the amount claimed by the Entity is due to the Entity owing to the occurrence of one or both of the two (2) conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date *(insert no. of days)* calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE : \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

SEAL \_\_\_\_\_

WITNESS : \_\_\_\_\_

\_\_\_\_\_  
*(Signature, Name and Address)*

Section IX. Bidding Forms

Bid Security Form (Irrevocable Letter of Credit)  
*[Bidders should refer to Section III, BDS 18.1 if applicable]*

---

Place and Date of Issue: *[Insert place and date]*

Issued to: PHILIPPINE HIGH SCHOOL FOR THE ARTS  
National Arts Center, Mt. Makiling,  
Los Baños, Laguna 4031

Dear Sir/Madam:

WHEREAS, *[insert registered business name of Bidder]* (hereinafter called the "Bidder") intends to submit its bid(s) for the public bidding of your *[insert name of contract/project]*, submission and opening of bid(s) shall be conducted on *[insert date of bid submission and opening]* as indicated in your bidding documents for the contract/project;

WHEREAS, it has been stipulated by you in your bidding documents that the Bidder shall furnish you with an Irrevocable Letter of Credit issued by a recognized bank for the sum specified therein as bid security;

In consideration of the above-mentioned "Bidder" and its/his/her bid(s), we, hereinafter called the "Bank," hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_, in favor of the herein mentioned **Philippine High School for the Arts**, up to the aggregate amount of *[insert amount in words and in figures]*, available and payable by us in whole amount to said Department of Education upon your presentation to this "Bank" of:

1. Your first written demand, duly signed by your Director or your Bids and Awards Committee Chairperson, without the necessity on your part to substantiate your demand, provided that in your demand you will note that total amount of the bid security claimed by the Philippine High School for the Arts is due owing to the occurrence of one or any of the following conditions:
  - I. If the Bidder:
    - (a) withdraws his Bid during the period of bid validity specified in its Financial Bid Form; or
    - (b) does not accept the correction of arithmetical errors of its bid price in accordance with the Instructions to Bidder; or
    - (c) fails to submit, within the prescribed period, any of these requirements, i.e., Tax Clearance per E.O. 398 s. of 2005, latest Income and Business tax returns, the Certificate of PhilGEPS Registration, appropriate licenses and permits required by law or the bidding documents, or a finding against the veracity of any of said documents; or
  - II. If the Bidder commits or committed any of the following acts:
    - (a) submission of eligibility requirements containing false information or falsified documents; or
    - (b) 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; or
    - (c) allowing the use of one's name, or using the name of another for purposes of public bidding; or
    - (d) withdrawal of a bid, or refusal to accept an award or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid; or

Section IX. Bidding Forms

- (e) refusal or failure to post the required performance security within the prescribed time; or
  - (f) 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; or
  - (g) any documented attempt by a bidder to unduly influence the outcome of the bidding in its/his/her favor; or
  - (h) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (i) 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.
- III. If the Bidder having been notified of the acceptance of its bid by the Procuring Entity during the period of bid validity:
- (a) fails or refuses to execute the Contract in accordance with the Instructions to Bidders, if required; or
  - (b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders.

This Irrevocable Letter of Credit will remain in force up to and including the date *(insert no. of days)* calendar days after the deadline for submission of Bids stated in the Bidding Documents or as said deadline is stated in the Instructions to Bidders or as it may be extended by the PHSA herein mentioned, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Irrevocable Letter of Credit should reach the Bank not later than the above date.

DATE : \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

SEAL \_\_\_\_\_

WITNESS :

\_\_\_\_\_  
*(Signature, Name and Address)*

Bid Securing Declaration

REPUBLIC OF THE PHILIPPINES )
CITY OF \_\_\_\_\_ ) S.S.
X-----X

BID SECURING DECLARATION

Project No.: [Insert project number]
Name of the Project: [Insert name of project]

To: Dr. Victor Emmanuel Carmelo D. Nadera Jr.
Director IV
National Arts Center, Mt. Makiling,
Los Baños, Laguna

Attention:

The Chairperson
Bids and Awards Committee (BAC)

I/We<sup>1</sup>, 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 the 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. [Revised thru GPPB Res. 15-2014 dated June 20, 2014]
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 and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

1 Select one and delete the other. Adopt same instruction for similar terms throughout the document.
2 Issued by the GPPB through GPPB Resolution 03-2012 on 27 January 2012.

-proceed to next page for continuation of the Bid Securing Declaration-

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

Section IX. Bidding Forms

**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 \_\_\_\_\_.

The Bidder shall submit its Organizational Chart that it intends to use to perform the works if awarded the contract(s). The Bidder shall indicate in the chart the names of the Project Manager, Project Engineer, Structural Engineer, Materials Engineer, Foremen, and other key personnel necessary to perform the works.

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

Submitted by : *[Insert registered business name of bidder]*  
: \_\_\_\_\_  
(Signature over printed of Contractor's authorized representative)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

1. This organization chart should represent the "Contractor's Organization" required to perform the contract(s) or works to be bid if awarded the same, and not the organizational chart of the entire firm.
2. Each of the nominated project manager/engineers/other key personnel shall comply with and submit the "Bio-data" and the "List and Qualification of Key Personnel Proposed to be Assigned to the Contract" using the forms provided in Section IX, Bidding Forms.
3. All of these are required to be in the Technical Document envelope of the Bidder.

Section IX. Bidding Forms

**List and Qualification of Key Personnel Proposed to be Assigned to the Contract(s)**

---

Business Name of Bidder : \_\_\_\_\_

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

	Project Manager	Project Engineer	Materials Engineer	Foreman/Foremen	Construction Safety and Health Personnel	<i>[Other key personnel deemed required by the Bidder]</i>
1. Name						
2. Address						
3. Date of Birth						
4. Employed since						
5. Experience						
6. Previous Employment						
7. Highest Education						
8. Valid PRC License No.						

Note: Attach individual "Bio Data" of all the above-named engineers and personnel; and copies of the valid PRC Licenses of those who are engineers or professionals.

Submitted by: \_\_\_\_\_  
 (Printed Name & signature of bidder's authorized representative)

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

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

*One of the technical documents required to be in the technical Component Envelope of the bidder is a list of bidder/contractor's key personnel, (viz, Project Manager, Project Engineer, Materials Engineer, and Foremen) to be assigned to the contract(s) to be bid in case of award, with their complete qualification and experience data.*

**Bio Data**

*The Bidder shall attach the "Bio Data" of each of the project manager, project engineer, materials engineer, foremen, and other key personnel named in its "Contractor's Organizational Chart for the Contract."*

Project Manager/Project Engineer/Materials Engineer/ Other Key Personnel *[select one and delete the others]*

- 1. Name : \_\_\_\_\_
- 2. Date of Birth : \_\_\_\_\_
- 3. Nationality : \_\_\_\_\_
- 4. Education and Degree Attained : \_\_\_\_\_
- 5. Specialization : \_\_\_\_\_
- 6. Valid License/Registration No. : \_\_\_\_\_
- 7. Length of Service with the Bidder-Contractor : \_\_\_\_\_
- 8. Bidder-Contractor : \_\_\_\_\_
- 9. Years of Experience : \_\_\_\_\_
- 10. Previous Employers:

<u>Name and Address of Previous Employers</u>	<u>Length of Service</u>
_____	___ years, from _____ to _____
_____	___ years, from _____ to _____
_____	___ years, from _____ to _____

\_\_\_\_\_  
*[Signature over printed name of Project Manager/Project Engineer/ Materials Engineer/Key Personnel-select one and delete the others]*

Date: \_\_\_\_\_, 20\_\_\_\_



Section IX. Bidding Forms

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

Registered Business Name of Bidder: \_\_\_\_\_

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

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

List of minimum equipment required for the project:

Submitted by : \_\_\_\_\_

(Printed Name and Signature of bidder's authorized representative)

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

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

*One of the requirements from the bidder to be included in its Technical Envelope is the list of its equipment units pledged for the contract to be bid, which are owned (supported by proof/s of PHSAship), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.*

## Omnibus Sworn Statement

Republic of the Philippines)  
City/Municipality of \_\_\_\_\_ ) S.S.

### A F F I D A V I T

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section IX. Bidding Forms

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

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

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

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

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ in \_\_\_\_\_, Philippines. Affiance exhibiting to me his/her (passport, driver's license, Professional Regulations Commission ID, NBI clearance, police clearance, postal ID, voter's ID, Barangay certification, GSIS e-card, SSS card, Philhealth card, senior citizen card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, or seaman's book) No. \_\_\_\_\_ issued on \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

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

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

**Manpower Utilization Schedule**

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Manpower Category	Months			
	1	2	3	4
Contractor's name:	Name of the Procuring Entity:		Contract/Project Name:	

Submitted by : \_\_\_\_\_  
 (Signature over printed of Contractor's authorized representative)

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

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



**Outline: Narrative Description of Construction Methods**

---

Procuring Entity: \_\_\_\_\_  
Contract : \_\_\_\_\_  
Location : \_\_\_\_\_

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 technique(s), method(s) or procedure(s) 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.

Submitted by : \_\_\_\_\_  
(Printed Name and Signature of Contractor's Representative)

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

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

Contractor : \_\_\_\_\_ (insert registered business name)

**Equipment Utilization Schedule**

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Equipment/Category	Months			
	1	2	3	4
Contractor's name:	Name of the Procuring Entity:		Contract/Project Name:	

Submitted by : \_\_\_\_\_  
 (Printed Name and Signature of Contractor's Representative)

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

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





# Construction Safety and Health Program

## General Description of the Construction Safety and Health Program

The Bidder is to provide a narrative description that summarizes its Construction Safety and Health Program according to the requirements of the Department of Labor and Employment (DOLE). It shall be responsive to the minimum safety requirements defined in the Bid Documents.

## Elements of the Construction Safety and Health Program

The Bidder is to declare in narrative form, how it intends to tackle the basic elements of a Construction Safety, beginning with an understanding of the safety needs of the project, to protect its workers and their parties as well. An assignment of a Safety Officer depending on DOLE Requirements, provisions for warning signs and protective gears for all workers must be included. Safety in scheduling work activities and the adoption of appropriate construction procedures including equipment utilization and deployment of manpower are all associated with construction safety, and must be addressed.

I. Bidders Summarized Safety Program (Sample Only)		
Safety Requirements	Safety Applications	Frequency
Submission of a Construction Safety and Health Program	Submission during the pre-construction conference and for approval of the Employer	To be observed during the entire duration of the project
Assignment of a Permanent Construction Safety Officer	For approval of the Employer	From mobilization to demobilization
Provisions for Safety Signage(s)	At strategic locations such as the entrance to the construction premises, at points where there is deep excavation, etc. etc.	To be installed for the entire duration of the contract
Provisions for Safety Gears	Worker's uniforms, hard hats, safety belts, safety shoes, welder's goggles, dust masks and aprons.	Depending on the construction schedule
Construction Safety Meetings	For approval of the Employer	Preferably twice a month
Updating and assessment of the Construction Safety and Health Program	Based on the program approved by the Employer	Preferably at every end of the month

Submitted by : *[Insert registered business name of Contractor]*  
 : \_\_\_\_\_  
 (Printed Name and Signature of Contractor's Representative)  
 Designation : \_\_\_\_\_  
 Date : \_\_\_\_\_

[LETTERHEAD OF ISSUING BANK]

FORM OF PERFORMANCE SECURITY

**BANK GUARANTEE**

To: *[Name of PROCURING ENTITY]*  
*[Address of PROCURING ENTITY]*

WHEREAS, *[name and address of contractor]* (hereinafter called the "Contractor") has undertaken, in pursuance of Contract No. *[insert number]* dated *[insert date]* to execute *[name of Contract and brief description of Works]* (hereinafter called the "Contract");

AND WHEREAS, it has been stipulated by you in the said Contract that the contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with contractor's obligations in accordance with the Contract;

AND WHEREAS, we have agreed to give the contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you, on behalf of the contractor, up to a total of *[insert amount of Guarantee in figures and in words]*<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand declaring the Contractor in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of Guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid from \_\_\_\_\_ until issuance by you of the Certificate of Final Acceptance.

Signature and seal of the Guarantor : \_\_\_\_\_  
Name of Bank : \_\_\_\_\_  
Address : \_\_\_\_\_  
Date : \_\_\_\_\_

\_\_\_\_\_

Performance Security Form (Irrevocable Letter of Credit)

---

Place and Date of Issue: *[Insert place and date]*

Issued to: Philippine High School for the Arts  
NAC, Mt. Makiling, Los Baños, Laguna 4031

Dear Sir/Madam:

WHEREAS, *[insert registered business name of contractor]* (hereinafter called the "Contractor"), with office address at *[insert office/business address of contractor]*, has undertaken, in pursuance of your Notice to Award (NOA) dated *[insert date]* to execute *[insert name of contract/project indicated in the invitation to bid; and brief description of works, e.g. lot no., two-storey four-classroom school building, location or project site]* (hereinafter called the "Contract");

WHEREAS, it has been stipulated by you in your bidding documents and said NOA that the Contractor shall furnish you with an Irrevocable Letter of Credit issued by a recognized bank for the sum specified therein as security of the Contractor to comply with its/his/her obligations stipulated in the bidding documents, the NOA and the Contract;

In consideration of the above-mentioned Contractor's request and the Contract, we, hereinafter called the "Bank," hereby establish our Irrevocable Letter of Credit No. \_\_\_\_\_, in favor of the herein mentioned Philippine High school for the Arts, up to the aggregate amount of *[Insert amount in words and in figures]*, available and payable by us, without cavil or argument from the Bank's part, in whole amount to PHSA upon your presentation to this Bank of:

1. Your first written demand, duly signed by your Director, declaring the Contractor in default under the Contract, without the necessity on your part to substantiate your demand or prove or show grounds or reasons for your demand for the total sum specified herein.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the contractor shall in any way release us from any liability under this Irrevocable Letter of Credit, and we hereby waive notice of any such change, addition, or modification.

This Irrevocable Letter of Credit will remain in force from *[insert date]* until issuance by you of the Certificate of Final Acceptance. Any demand in respect of this Irrevocable Letter of Credit should reach the "Bank" not later than the date of your issuance of said Certificate of Final Acceptance.

DATE : \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

SEAL \_\_\_\_\_

WITNESS :

\_\_\_\_\_  
*(Signature, Name and Address)*

PHILGEPS REGISTRATION

Republic of the Philippines  
Department of Budget and Management  
**PROCUREMENT SERVICE**

**CERTIFICATE OF PHILGEPS REGISTRATION  
(Blue Membership)**

*THIS IS TO CERTIFY THAT*

**MEGA EXCHANGE TELECOMS INC.**  
C421 SM MEGAMALL B  
Mandaluyong City Metro Manila

*is registered in the **Philippine Government Electronic Procurement System (PhilGEPS)** on 11-Nov-2013 pursuant to Section 8.5 of the Revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act.*

*This Certificate is valid until 25-Nov-2014.*

Issued this 25th day of November, 2013.

  
**ATTY. ESTANISLAO C. GRANADOS, JR.**  
EXECUTIVE DIRECTOR IV

Document Stamp Tax Paid Php 15.00

Certificate No: PhilGEPS-2013-109936  
Certificate Reference No: 2013020016533

**NOTICE OF AWARD** [sample form]

\_\_\_\_\_, 20\_\_

Mr./Ms. \_\_\_\_\_  
[Designation]  
[Registered Business Name]  
[Complete Address]  
[Tel./Fax Nos.]

Project: [Insert name of Project]  
[Insert Project no.]

Dear Mr./Ms. \_\_\_\_\_:

We are pleased to notify you that your bid(s) for the Project, is/are hereby accepted in the total amount of PHILIPPINE PESOS \_\_\_\_\_ (Php\_\_\_\_\_.00) ONLY with the following details:

Lot No.	Project Description	Location	Contract Duration	Contract Amount
	[e.g., 2 storey 4 classroom, with toilets, etc.]	Division of _____ (Insert complete address of school sites)	____ calendar days	PhP_____

Kindly affix your signature on the space provided below to indicate your acceptance of this notice and the bid price(s) after having been evaluated in accordance with the issued Bidding Documents. You are hereby required to enter into a formal contract with us and submit a Performance Security in any of the following forms within ten (10) calendar days from receipt of this notice:

- a. **Ten percent (10%)** of the total contract price in the form of cash; cashier's check, or manager's check issued by a universal or commercial bank; bank draft, bank guarantee or irrevocable letter of credit issued by a universal or commercial bank, provided, that it shall be confirmed or authenticated by a universal or commercial bank if issued by a foreign bank; the performance security shall be callable on demand without the necessity on our part to substantiate our demand or prove or show grounds or reasons for our demand for the total sum specified herein.

Failure to enter into a contract with us or submit the Performance Security shall constitute a sufficient ground for cancellation of this award, forfeiture of your bid security or enforcement of your Bid Securing Declaration, and imposition of appropriate sanctions.

Please return the original copy of this Notice to the DepED **Region** \_\_\_ through its BAC Secretariat located at \_\_\_\_\_ within two (2) days from date of your receipt hereof in accordance with **ITB 30.2** of the Bidding Documents.

Very truly yours,

\_\_\_\_\_  
[Insert Name and Designation of Head of the Procuring Entity]

**CONFORME:**

\_\_\_\_\_  
(Signature Over Printed Name)

\_\_\_\_\_  
(Designation and Name of Company)

\_\_\_\_\_  
(Date)

Encl.: Contract

## DETAILED UNIT PRICE ANALYSIS

Bill of Quantities		Pay Item No.			
Unit of Measurement		Quantity			
Output/Hr				Quantity / Unit	
REF. NO.	DESCRIPTION	QTY	UNIT	BASIC UNIT PRICE	TOTAL COST
(1)	MATERIALS				
<b>Total Material Cost</b>					
(2)	LABOR	QUANTITY	UNIT	NO. OF HOURS	UNIT RATE
<b>Total Labor Cost</b>					
(3)	EQUIPMENT	QUANTITY	UNIT	NO. OF HOURS	UNIT RATE
<b>Total Equipment Cost</b>					
TOTAL ESTIMATED DIRECT COST (EDC) =					
A.	(1) - (2) + (3)				
B.	PROFIT ( _____ of A)				
C.	OCM ( _____ of A)				
D.	VAT ( _____ % of A + B + C)				
E.	TOTAL INDIRECT COST (B+C-D)				
F.	TOTAL COST (A+E)				
G.	UNIT COST (TOTAL COST/Quantity)				
Note: Bidder must fill up this section of Bill of Quantities					
Dated this _____ day of _____ 20____					
Signature: _____					
Printed Name: _____					
In the capacity of: _____					

## Checklist of the Eligibility-Technical Component Documents for Bidders

### Envelope 1

Name of Bidder		
Class "A" Documents	Passed	Failed
<b>Legal Documents</b>		
1. Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as required in the BDS.		
2. Mayor's/Business permit issued by the City or Municipality where the principal place of business of the prospective bidder is located.		
3. Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal revenue (BIR).		
<b>Technical Documents</b>		
4. Valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the Contract for the Project as required in the BDS 12.1 (a.iv). For joint ventures, a valid PCAB license and registration specifically issued for the joint venture in accordance with Section 38 of RA 9184.		
5. Statement of all ongoing government and private contracts, including contracts awarded but not yet started, if any [refer to Section III, BDS 12.1 (a)(iii) in case of ongoing contract], whether similar or not similar in nature and complexity to the contract to be bid.		
6. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the IRR of RA 9184, within the relevant period as provided in the Bidding Documents. <ul style="list-style-type: none"> <li>a. Must indicate a single contract, similar to the contract to be bid, in an amount equivalent to at least fifty percent (50%) of the ABC to be bid pursuant to Section III, BDS Clause 5.4;</li> <li>b. It must also contain the following: <ul style="list-style-type: none"> <li>b.1. copy of the corresponding notice of award or noptice to proceed; and</li> <li>b.2. copy of certificate of final acceptance or certificate of completion, and, whenever applicable, the Contractor's Performance Evaluation Summary (CPES) final rating, which must be satisfactory.</li> </ul> </li> </ul>		
7. Original Bid Security in accordance with ITB Clause 18 and BDS 18.1.		
8. Original and duly signed Omnibus Sworn Statement (OSS) in accordance with Section IX, Bidding Forms, in case of corporation, partnerships, joint venture, or cooperative, submit also the following:  Notarized Secretary's Certificate (refer to paragraph no. 2 of the OSS)		
9. Certificate of PhilGEPS Registration		
10. Company Profile		
11. Organizational Chart for the Contract		
12. List of Contractor's personnel to be assigned to the contract to be bid, <b>with their complete qualification and experience data.</b> , viz: Project Manager, Project Engineer, Materials Engineer, and Foreman; [Refer to List and Qualification of Key Personnel and Biodata form in Section IX-Bidding Forms].		
13. List of Contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project.		
14. Construction Schedule and S-Curve		
15. PERT/CPM		
16. Manpower Utilization Schedule		
17. Equipment Utilization Schedule		
18. Construction Safety and Health Program approved by DOLE		
19. Construction Method		

<b>Financial Documents</b>		
20. Audited Financial Statements stamped "received" by the Bureau of Internal Revenue (BIR) or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.		
21. Computation of Net Financial Contracting Capacity (NFCC) which shall be at least equal to the ABC to be bid pursuant to ITB 5.5.		
22. Latest Income and business tax returns in the following form:  Printed copies of the electronically filed latest Income Tax and Business Tax Returns with a copy of their respective Payment Confirmation forms for the immediate preceding calendar/tax year from the authorized agent bank		
<b>Class "B" Documents</b>		
23. If applicable, valid and duly signed Joint Venture Agreement (JVA) in case the Joint Venture is already in existence, or a duly notarized statements from all the potential joint venture members stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful pursuant to ITB Clause 12.1(a)(vii); members of the JVA or the intended JVA shall also submit the documents mentioned in ITB 24.6		

**Checklist of the Financial Component Documents for Bidders**

Envelope 2

<b>Name of Bidder</b>		
<b>Financial Documents</b>	<b>Passed</b>	<b>Failed</b>
1. Original duly signed and priced Financial Bid Form		
2. Original Detailed Unit Price Analysis (Section IX-Bidding Forms)		
3. Original duly signed and priced Program of Works		
4. Original duly signed and priced Bill of Quantities		
5. Duly signed Cash Flow by Quarter		

*The Bidder is responsible to double check the full description of above requirements in the bidding documents issued by the Procuring Entity.*

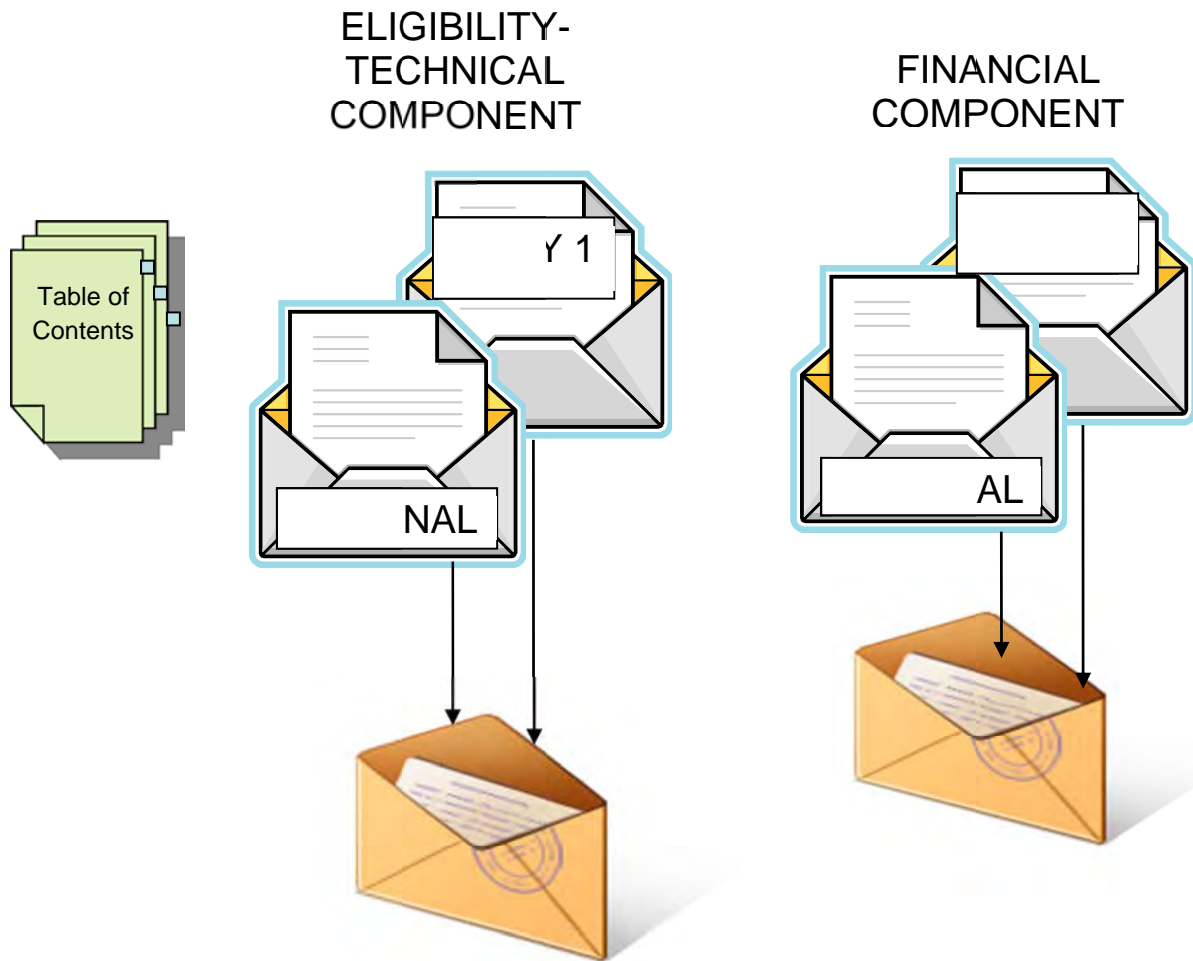
*The Bidders are required to provide a Table of Contents and corresponding tab/label for each submitted technical and financial components to help ensure completeness of submission by the bidders and facilitate examination by the BAC.*

*Any missing document is a ground for outright rejection of the bid.*



## Envelope Sealing Illustration

(Two-Envelope System)



### BIDS AND AWARDS COMMITTEE (BAC) MEMBERS

**RONALDO A. ABUAN**  
Director III  
BAC, Chairperson

**JOEDY B. OCCEÑA**  
Special Education Teacher V  
BAC, Co-Chair

**MARICON R. AMADA**  
Special Education Teacher V  
BAC, Vice Chairperson

**CRISTINA L. NARVASA**  
Special Education Teacher V  
BAC, Member

**RODRIGO M. ESTEPA**  
Special Education Teacher V  
BAC, Member

**PRECY A. MONDEJAR**  
Administrative Officer V  
Head, BAC Secretariat