

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna

Project ID No. PRDP-SU-IB-R04A-LAG-001-MAJ-001-2023-PWS

Municipality of Majayjay, Laguna

August 07, 2024

**Fifth Edition
June 2023**

Subproject Name: Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna
Subproject ID No.: PRDP-SU-IB-R04A-LAG-001-MAJ-2023-PWS
Location: Barangay Taytay, Gagalog, Rizal, Bitao, Isabang, Piit, Bakia, Botocan, Majayjay, Laguna
Bidder Name: _____

BID OPENING CHECKLIST

Envelope 1

ELIGIBILITY DOCUMENTS	
a.	Registration Certification of the Company (DTI, SEC or CDA)
b.	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid and average Annual Turnover as specified in ITB Clause 5.4 hereof:
Basis of Critical Eligibility and Qualification Criteria:	
- At least one (1) work of a nature and complexity equivalent to the Works generally within the last ten (10) years with at least fifty percent (50%) of the Estimated Project Cost (EPC) in the amount of Php45,090,500.00; and	
- Average Annual turnover of Construction Income for the last three (3) years of at least 100% of the EPC in the amount of PhP90,181,000.00 of the EPC as evidenced by the submitted Audited Financial Statements for the last three (3) years.	
c.	Audited Financial Statement for the last three (3) years [with supporting Income Tax Return stamped "received" by BIR or its duly accredited and authorized institutions or eBIR Tax Return Receipt Confirmation (if submitted through eBIR), and eFPS/validated bank deposit slip payment]
d.	In case of Joint Venture, a duly notarized Joint Venture agreement and a copy of the duly accomplished application form for Special License of the Joint Venture filed with the PCAB, or a copy of the Special License of the Joint Venture if already issued.
e.	Qualification Information (please follow the link https://bit.ly/SectionIX-BiddingForms for the template)
TECHNICAL DOCUMENTS	
f.	Bid Security, in a form of Bid Securing Declaration (please follow the link https://bit.ly/SectionIX-BiddingForms for the template)
g.	Project requirements, which shall include the following:
(i) List of Contractor's personnel, viz	
a. Project Manager – Licensed Civil Engineer with minimum of five (5) years of relevant experience as Project Manager in construction of potable water supply projects;	
b. Project Engineers – Civil/Agricultural Engineer - minimum of five (5) years of experience as Licensed Civil/Agricultural Engineer with at least two (2) potable water supply projects handled as Project Engineer with a value of at least twenty percent (20%) of the EPC or at least PhP18,036,200.00 each;	
c. Materials Engineer – Licensed Civil Engineer Duly accredited by DPWH as Materials Engineer I following DPWH D.O. 98, S. of 2016 (as required under SCC Clause 6.5), to be assigned to the contract to be bid, with their complete qualification and experience data.	
(ii) List of Bidder's major and critical equipment units, which are owned and are supported by proof of ownership, such as, without limitation, Deed of Sale, Official Receipt/Certificate of Registration, Sales Invoice, Charge Invoice or Delivery Receipt, which must meet the minimum requirement for the contract set in the Bid Data Sheet	

Pass (if all the above documents are present);

Fail (if non-historical documents are absent, such as JV agreement, Bid Securing Declaration, Bid Form and Bill of Quantities)

Notwithstanding the BAC's declaration of non-responsiveness of the first bid envelope, the financial proposals contained in the second bid envelopes of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders. Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.

Envelope 2

FINANCIAL PROPOSAL	
	Bid price in approved Bid form (please follow the link https://bit.ly/SectionIX-BiddingForms for the template of Bid Form) and Bid prices in the Bill of Quantities (please follow the link: Bill Of Quantities of Majavjay, Laguna PWS for the template for the Bill of Quantities)

BID DATA SHEET

Clause 20.3 Each bidder shall submit one (1) original and four (4) copies of the first and second components of its bid. An electronic copy of the bid should also be submitted in PDF file format in a flash drive. Should there be discrepancies, the original copy would prevail

Subproject Name: Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna
 Subproject ID No.: PRDP-SU-IB-R04A-LAG-001-MAJ-001-2023-PWS
 Location: Barangay Taytay, Gagalog, Rizal, Bitao, Isabang, Piit, Bakia, Botocan, Majayjay, Laguna

Bidder Name: _____

**BID OPENING CHECKLIST
(Joint Venture)**

Envelope 1

ELIGIBILITY DOCUMENTS	
a.	Registration Certification of the Company (DTI, SEC or CDA) <i>(for each partner)</i>
b.	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid and average Annual Turnover as specified in ITB Clause 5.4 hereof <i>(each partner/either one of the partners)</i> :
Basis of Critical Eligibility and Qualification Criteria:	
- At least one (1) work of a nature and complexity equivalent to the Works generally within the last ten (10) years with at least fifty percent (50%) of the Estimated Project Cost (EPC) in the amount of Php45,090,500.00 <i>(each partner/either one of the partners and 25% of the EPC in the amount of Php22,545,250.00 for the rest of the partners)</i> ; and	
- Average Annual Turnover of Construction Income for the last three (3) years of at least 100% of the EPC in the amount of Php90,181,000.00 of the EPC as evidenced by the submitted Audited Financial Statement for the last three (3) years <i>(each partner/either one of the partners and 50% of the EPC in the amount of Php45,090,500.00 for the rest of the partners)</i> .	
c.	Audited Financial Statement for the last three (3) years [with supporting Income Tax Return stamped "received" by BIR or its duly accredited and authorized institutions or eBIR Tax Return Receipt Confirmation (if submitted through eBIR), and eFPS/validated bank deposit slip payment] <i>(each partner)</i>
d.	In case of Joint Venture, a duly notarized Joint Venture agreement and a copy of the duly accomplished application form for Special License of the Joint Venture filed with the PCAB, or a copy of the Special License of the Joint Venture if already issued.
e.	Qualification Information (please follow the link https://bit.ly/SectionIX-BiddingForms for the template)
TECHNICAL DOCUMENTS	
f.	Bid Security, in a form of Bid Securing Declaration (please follow the link https://bit.ly/SectionIX-BiddingForms for the template) <i>(prescribed template in the name of the Joint Venture)</i>
g.	Project requirements, which shall include the following <i>(pooling of resources or combination among partners)</i> :
i)	List of Contractor's personnel, viz
	a. Project Manager – Licensed Civil Engineer with minimum of five (5) years of relevant experience as Project Manager in construction of potable water supply projects;
	b. Project Engineers – Civil/Agricultural Engineer - minimum of five (5) years of experience as Licensed Civil/Agricultural Engineer with at least two (2) potable water supply projects handled as Project Engineer with a value of at least twenty percent (20%) of the EPC or at least Php18,036,200.00 each;
	c. Materials Engineer – Licensed Civil Engineer Duly accredited by DPWH as Materials Engineer I following DPWH D.O. 98, S. of 2016 (as required under SCC Clause 6.5), to be assigned to the contract to be bid, with their complete qualification and experience data;
(ii)	List of Bidder's major and critical equipment units, which are owned and are supported by proof of ownership, such as, without limitation, Deed of Sale, Official Receipt/Certificate of Registration, Sales Invoice, Charge Invoice or Delivery Receipt, which must meet the minimum requirement for the contract set in the Bid Data Sheet

Pass (if all the above documents are present);

Fail (if non-historical documents are absent, such as JV agreement, Bid Securing Declaration, Bid Form and Bill of Quantities)

Notwithstanding the BAC's declaration of non-responsiveness of the first bid envelope, the financial proposals contained in the second bid envelopes of all the bidders shall be read. The first and second envelopes shall not be returned to the bidders.

Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.

Envelope 2

FINANCIAL PROPOSAL	
	Bid price in approved Bid form (please follow the link https://bit.ly/SectionIX-BiddingForms for the template of Bid Form) and Bid prices in the Bill of Quantities (please follow the link: <u>Bill Of Quantities of Majayjay, Laguna PWS</u> for the template for the Bill of Quantities)

BID DATA SHEET

Clause 20.3 Each bidder shall submit one (1) original and four (4) copies of the first and second components of its bid. An electronic copy of the bid should also be submitted in PDF file format in a flash drive. Should there be discrepancies, the original copy would prevail.

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	5
SECTION II. INSTRUCTION TO BIDDERS	7
SECTION III. BID DATA SHEET	36
SECTION IV. GENERAL CONDITIONS OF CONTRACT	43
SECTION V. SPECIAL CONDITIONS OF CONTRACT	74
SECTION VI. SPECIFICATIONS	79
SECTION VII. DRAWINGS	146
SECTION VIII. BILL OF QUANTITIES	147
SECTION IX. BIDDING FORMS	148

Section I. Invitation to Bid

Republic of the Philippines
Philippine Rural Development Project Scale-Up
Invitation to Bid for the

Rehabilitation and Improvement of Level II Potable Water System in
Majayjay, Laguna

Identification No. Project ID No. PRDP-SU-IB-R04A-LAG-001-MAJ-001-2023-PWS

August 07, 2024

1. The Government of the Philippines (GoP) has received a Loan from the World Bank towards the cost of Philippine Rural Development Project and it intends to apply part of the proceeds of this Loan to payments under the contract for the **Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna/ PRDP-SU-IB-R04A-LAG-001-MAJ-001-2023-PWS**.
2. The **Municipal Government of Majayjay, Laguna**, implementing partner of the Department of Agriculture, now invites bids for **Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna**. Completion of the Works is required by **346 calendar days**. Bidders should have completed, within the last ten (10) years, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.
3. Bidding will be conducted in accordance with relevant procedures for open competitive bidding as specified in the IRR of RA 9184 (R.A. 9184), with some amendments, as stated in these bidding documents and is open to all bidders from eligible source countries as defined in the applicable procurement guidelines of the World Bank. The contract shall be awarded to the Lowest Calculated Responsive Bidder (LCRB) who was determined as such during post-qualification. The Estimated Project Cost for this project is **Ninety Million One Hundred Eighty-One Thousand Pesos (PhP90,181,000.00)**.
4. Interested bidders may obtain further information from the Bids and Awards Committee of the **Municipality of Majayjay, Laguna** and inspect the Bidding Documents at the address given below also at **PRDP Regional Project Coordination Office CALABARZON (RPCO IV-A)** with address at Lipa Agricultural Research and Extension Station Brgy. Marawoy, Lipa City, Batangas and/or at **PRDP South Luzon Project Support Office (PSO Luzon B Procurement Unit)** at 3rd Floor Department of Agriculture RFO IV-A, RMIC Bldg. BPI Compound, Visayas Ave. Diliman, Quezon City and at the **National Project Coordination Office (NPCO)** with address at Elliptical Road, Diliman, Quezon City from **08:30 a.m. to 04:30 p.m.**, Mondays to Fridays.
5. A complete set of Bidding Documents may be purchased by interested Bidders starting **August 07, 2024** from the address below, at the **PRDP Regional Project Coordination Office CALABARZON (RPCO IV-A)** with address at Lipa Agricultural Research and Extension Station Brgy. Marawoy, Lipa City, Batangas and/or at **PRDP South Luzon Project Support Office (PSO Luzon B Procurement Unit)** at 3rd Floor Department of Agriculture RFO IV-A, RMIC Bldg. BPI Compound, Visayas Ave. Diliman, Quezon City, and upon payment or depositing to the **Municipality of Majayjay, Laguna, Landbank of the Philippines (LBP) Trust Account No. 0242-1061-64** of a non-refundable fee for the bidding documents in the amount of **Ten Thousand Pesos (PhP10,000.00) not later than the**

submission of their bids. The LGU Treasurer's official receipt, the bank teller's validated deposit slip or **printed receipt from digital payment** serves as the proof of payment.

Digital payment shall mean payment using the likes of PayMaya, IAccess, Smart Money, GCash, Coins.ph and other means of digital payment.

Biddings Documents may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the PRDP website (**prdp.da.gov.ph**). For Detailed Engineering Design (DED), drawings and plans, please follow the link:

Approved Detailed Engineering Design for PWS of Majayjay, Laguna

As part of the transparency measures being instituted by the Department of Agriculture (DA), the bidders can virtually visit the site of the above-described subproject at prdp.da.gov.ph where geotagged base photographs are viewable. The DA, however, requires that all potential contractors who will be awarded contract under the project shall have undergone geotagging training provided by the PRDP Project Support Office.

6. The **Municipal Government of Majayjay, Laguna** will hold a Pre-Bid Conference on **August 22, 2024 at 9:00 A.M.** at the Mayor's Office Conference Hall, **2nd Floor Municipal Building, Plaza Rizal Street, Brgy. Sta. Catalina, Majayjay, Laguna** with invitation link: **<https://us06web.zoom.us/j/87219768993>** Meeting ID: **872 1976 8993**, which shall be open to all interested parties.
7. Bids must be duly received by the BAC Secretariat on or before **September 06, 2024 at 9:00 A.M.** at the Mayor's Office Conference Hall, **2nd Floor Municipal Building, Plaza Rizal Street, Brgy. Sta. Catalina, Majayjay, Laguna**. All bids must be accompanied by a **Bid Securing Declaration**.
8. Bids will be opened on **September 06, 2024 at 9:00 A.M.** at the Mayor's Office Conference Hall, **2nd Floor Municipal Building, Plaza Rizal Street, Brgy. Sta. Catalina, Majayjay, Laguna** with invitation link: **<https://us06web.zoom.us/j/83550362848>** Meeting ID: **835 5036 2848**, which shall be open to all interested parties. Bids will be opened in the presence of bidder's representatives who choose to attend at the address below. Late bids shall not be accepted.
9. The Municipal Government of Majayjay, Laguna reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

SGD. ENRIQUE S. VARGAS
BAC Chairman
2ND Floor Municipal Hall
Plaza Rizal Street, Barangay Sta. Catalina,
Majayjay, Laguna – 4005
Email – majayjaylagunabac@gmail.com
Tel. No. 049-539-4677

Section II. Instruction to Bidders
TABLE OF CONTENTS

A. GENERAL.....	10
1. Scope of Bid.....	10
2. Source of Funds	10
3. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	10
4. Conflict of Interest	12
5. Eligible Bidders.....	13
6. Bidder’s Responsibilities	14
7. Origin of Goods and Services	16
8. Subcontracts	16
B. CONTENTS OF BIDDING DOCUMENTS.....	17
9. Pre-Bid Conference.....	17
10. Clarification and Amendment of Bidding Documents.....	17
C. PREPARATION OF BIDS	18
11. Language of Bids	18
12. Documents Comprising the Bid: Eligibility and Technical Components	18
13. Documents Comprising the Bid: Financial Component	20
14. Alternative Bids	21
15. Bid Prices	22
16. Bid Currencies.....	22
17. Bid Validity.....	22
18. Bid Security.....	23
19. Format and Signing of Bids	25
20. Sealing and Marking of Bids	25
D. SUBMISSION AND OPENING OF BIDS	26
21. Deadline for Submission of Bids	26
22. Late Bids	26
23. Modification and Withdrawal of Bids	26
24. Opening and Preliminary Examination of Bids	27
E. EVALUATION AND COMPARISON OF BIDS	29
25. Process to be Confidential.....	29
26. Clarification of Bids	29

27.	Detailed Evaluation and Comparison of Bids	29
28.	Post Qualification	30
29.	Reservation Clause	31
F.	AWARD OF CONTRACT	32
30.	Contract Award	32
31.	Signing of the Contract	33
32.	Performance Security	34
33.	Notice to Proceed	34
34.	Protest Mechanism	35
1.	Definitions	45
2.	Interpretation	47
3.	Governing Language and Law	48
4.	Communications	48
5.	Possession of Site	48
6.	The Contractor’s Obligations	49
7.	Performance Security	50
8.	Subcontracting	51
9.	Liquidated Damages	51
10.	Site Investigation Reports	51
11.	The Procuring Entity, Licenses and Permits	51
12.	Contractor’s Risk and Warranty Security	52
13.	Liability of the Contractor	54
14.	Procuring Entity’s Risk	54
15.	Insurance	54
16.	Termination for Default of Contractor	55
17.	Termination for Default of Procuring Entity	56
18.	Termination for Other Causes	56
19.	Procedures for Termination of Contracts	58
20.	Force Majeure, Release From Performance	60
21.	Resolution of Disputes	61
22.	Suspension of Loan, Credit, Grant, or Appropriation	61
23.	Procuring Entity’s Representative’s Decisions	62
24.	Approval of Drawings and Temporary Works by the Procuring Entity’s Representative	62
25.	Acceleration and Delays Ordered by the Procuring Entity’s Representative	62

26.	Extension of the Intended Completion Date	62
27.	Right to Vary	63
28.	Contractor's Right to Claim.....	63
29.	Dayworks	63
30.	Early Warning	64
31.	Program of Work	64
32.	Management Conferences	64
33.	Bill of Quantities	65
34.	Instructions, Inspections and Audits	65
35.	Identifying Defects.....	65
36.	Cost of Repairs	66
37.	Correction of Defects	66
38.	Uncorrected Defects.....	66
39.	Advance Payment	66
40.	Progress Payments	67
41.	Payment Certificates	68
42.	Retention	68
43.	Variation Orders.....	69
44.	Contract Completion	70
45.	Suspension of Work	70
46.	Payment on Termination	71
47.	Extension of Contract Time	72
48.	Price Adjustment.....	73
49.	Completion.....	73
50.	Taking Over	73
51.	Operating and Maintenance Manuals.....	73

A. General

1. Scope of Bid

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

2. Source of Funds

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

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

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

- (iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or
 - (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.
- 3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in **ITB** Clause 3.1(a).
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the **GCC** Clause 34.

4. **Conflict of Interest**

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

- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c) or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

5. Eligible Bidders

- 5.1. Unless otherwise indicated in the **BDS**, the following persons shall be eligible to participate in this Bidding:
 - (a) Duly licensed Filipino citizens/sole proprietorships;
 - (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;
 - (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
 - (d) Cooperatives duly organized under the laws of the Philippines.
 - (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino ownership or interest of the joint venture concerned shall be at least seventy five percent (75%): Provided, further, that joint ventures in which Filipino ownership or interest is less than seventy five percent (75%) may be eligible where the structures to be built require the application of techniques and/or technologies which are not adequately possessed by a person/entity meeting the seventy five percent (75%) Filipino ownership requirement: Provided, finally, that in the latter case, Filipino ownership or interest shall not be less than twenty five percent (25%). For this purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their JVA.
- 5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the **BDS**.
- 5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.
- 5.4. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar

experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

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

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

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

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

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

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

6. Bidder's Responsibilities

6.1. The Bidder or its duly authorized representative shall submit a sworn statement in the form prescribed in Section IX Bidding Forms as required in **ITB** Clause 12.1(b)(ii.3).

6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.4.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

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

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

 In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
 - (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the;

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

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

7. **Origin of Goods and Services**

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

8. **Subcontracts**

- 8.1. Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the **BDS**. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.
- 8.2. Subcontractors must submit the documentary requirements under **ITB** Clause 12 and comply with the eligibility criteria specified in the **BDS**. In the event that any

subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.

- 8.3. The Bidder may identify the subcontractor to whom a portion of the Works will be subcontracted at any stage of the bidding process or during contract implementation. If the Bidder opts to disclose the name of the subcontractor during bid submission, the Bidder shall include the required documents as part of the technical component of its bid.

B. Contents of Bidding Documents

9. Pre-Bid Conference

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

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

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin. The minutes of the pre-bid conference shall be recorded and prepared not later than five (5) calendar days after the pre-bid conference. The minutes shall be made available to prospective bidders not later than five (5) days upon written request.

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

10. Clarification and Amendment of Bidding Documents

- 10.1. Prospective bidders may request for clarification(s) on and/or interpretation of any part of the Bidding Documents. Such a request must be in writing and submitted to the Procuring Entity at the address indicated in the **BDS** at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

- 10.2. The BAC shall respond to the said request by issuing a Supplemental/Bid Bulletin, to be made available to all those who have properly secured the Bidding Documents, at least seven (7) calendar days before the deadline for the submission and receipt of Bids.

- 10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with **ITB** Clause 23.

C. Preparation of Bids

11. Language of Bids

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

12. Documents Comprising the Bid: Eligibility and Technical Components

- 12.1. Unless otherwise indicated in the **BDS**, the first envelope shall contain the following eligibility and technical documents:
 - (a) Eligibility Documents –
Class "A" Documents
 - (i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;

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

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

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

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

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

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

Class "B" Documents

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

- (b) Technical Documents –
 - (i) Bid security in accordance with **ITB** Clause 18. If the Bidder opts to submit the bid security in the form of:
 - (i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or
 - (i.2) A surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.
 - (ii) Project Requirements, which shall include the following:
 - (ii.1) Organizational chart for the contract to be bid;
 - (ii.2) List of contractor’s personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the **BDS**; and
 - (ii.3) List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, which must meet the minimum requirements for the contract set in the **BDS**; and
 - (iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX Bidding Forms.

13. Documents Comprising the Bid: Financial Component

- 13.1. Unless otherwise stated in the **BDS**, the financial component of the bid shall contain the following:
 - (a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with **ITB** Clauses 15.1 and 15.3; and
 - (b) Any other document related to the financial component of the bid as stated in the **BDS**.
- 13.2. (a) Unless otherwise stated in the **BDS**, all Bids that exceed the ABC shall not be accepted.

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

14. **Alternative Bids**

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

15. Bid Prices

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

16. Bid Currencies

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

17. Bid Validity

- 17.1. Bids shall remain valid for the period specified in the **BDS** which shall not exceed one hundred twenty (120) calendar days from the date of the opening of bids.

17.2. In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. The bid security described in **ITB** Clause 18 should also be extended corresponding to the extension of the bid validity period at the least. A Bidder may refuse the request without forfeiting its bid security, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

18. Bid Security

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

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

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

18.2. The bid security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities

shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB** Clause 18.2.

18.4. Upon signing and execution of the contract, pursuant to **ITB** Clause 31, and the posting of the performance security, pursuant to **ITB** Clause 32, the successful Bidder's Bid Security will be discharged, but in no case later than the Bid Security validity period as indicated in **ITB** Clause 18.2.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
 - (i) withdraws its bid during the period of bid validity specified in **ITB** Clause 17;
 - (ii) does not accept the correction of errors pursuant to **ITB** Clause 27.3(b);
 - (iii) has a finding against the veracity of the required documents submitted in accordance with **ITB** Clause 28.2;
 - (iv) submission of eligibility requirements containing false information or falsified documents;
 - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
 - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
 - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;
 - (viii) refusal or failure to post the required performance security within the prescribed time;
 - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
 - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
 - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

- (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
 - (i) fails to sign the contract in accordance with **ITB** Clause 31;
 - (ii) fails to furnish performance security in accordance with **ITB** Clause 32.

19. **Format and Signing of Bids**

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

20. **Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in **ITB** Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ___ - TECHNICAL COMPONENT” and “COPY NO. ___ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ___,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

- 20.3. The original and the number of copies of the bid as indicated in the **BDS** shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
 - (b) bear the name and address of the Bidder in capital letters;
 - (c) be addressed to the Procuring Entity's BAC in accordance with **ITB** Clause 20.1;
 - (d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.2; and
 - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 21.
- 20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1. The Bidder may modify its bid after it has been submitted; provided that the modification is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Bidder shall not be allowed to retrieve its original bid, but shall be allowed to submit another bid equally sealed and properly identified in accordance with Clause 20, linked to its original bid marked as "TECHNICAL MODIFICATION" or "FINANCIAL MODIFICATION" and stamped "received" by the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

- 23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.
- 23.3. Bids requested to be withdrawn in accordance with **ITB** Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
- 23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder's bid security, pursuant to **ITB** Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

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

- 24.1. The BAC shall open the Bids in public, immediately after the deadline for the submission and receipt of bids in public, as specified in the **BDS**. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned.
- 24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.3. Unless otherwise specified in the **BDS**, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated "passed." The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, the BAC shall rate the bid concerned as "failed." Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.

- 24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.
- 24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 24.6. In the case of an eligible foreign bidder as described in **ITB** Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.:
- a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
 - b) Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and
 - c) Audited Financial Statements showing, among others, the prospective Bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 24.7. Each partner of a joint venture agreement shall likewise submit the document required in **ITB** Clause 12.1(a)(i). Submission of documents required under **ITB** Clauses 12.1(a)(ii) to 12.1(a)(iv) by any of the joint venture partners constitutes compliance.
- 24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

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

26. Clarification of Bids

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

27. Detailed Evaluation and Comparison of Bids

- 27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.
- 27.2. The Lowest Calculated Bid shall be determined in two steps:
 - (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.
- 27.3. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary "pass/fail" criterion. The BAC shall consider the following in the evaluation of bids:
 - (a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Procuring Entity, except those required by law or regulations to be provided for; and

- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 27.7. If so indicated pursuant to **ITB** Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by **ITB** Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 27.3.

28. **Post Qualification**

- 28.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.
- 28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. **Reservation Clause**

- 29.1. Notwithstanding the eligibility or post-qualification of a Bidder, the Procuring Entity concerned reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 29.2. Based on the following grounds, the Procuring Entity reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the contract

award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

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

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

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

F. Award of Contract

30. Contract Award

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

- 30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
 - (i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
 - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;
 - (b) Posting of the performance security in accordance with **ITB** Clause 32;
 - (c) Signing of the contract as provided in **ITB** Clause 31; and
 - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. **Signing of the Contract**

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

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

32. Performance Security

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

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

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

33. Notice to Proceed

Within seven (7) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

34. **Protest Mechanism**

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

ITB Clause	Section III. Bid Data Sheet
1.1	<p>The Procuring Entity is Municipal Government of Majayjay, Laguna.</p> <p>The name of the Contract is Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna</p> <p>The identification number of the Contract is PRDP-SU-IB-R04A-LAG-001-MAJ-001-2023-PWS</p>
2	<p>The Funding Source is World Bank through Loan No. 9577-PH in the amount of US \$600,000,000.00.</p> <p>The name of the Project is Philippine Rural Development Project Scale-Up,</p> <p>Payments by the Foreign Funding Source will be made only at the request of the PROCURING ENTITY and upon approval by the Funding Source in accordance with the terms and conditions of the Loan Agreement between the PROCURING ENTITY and the Funding Source. (Hereunder called the “Loan Agreement”).</p> <p>The Payments will be subject in all respect to the terms and conditions of the Loan Agreement and the applicable law. No party other than the PROCURING ENTITY shall derive any rights from the Loan Agreement or have any claim to the funds.</p>
3.1	<p>The World Bank’s Anti-Corruption Policy requires the Borrowers (including beneficiaries of Bank-financed activity), as well as Bidders, Suppliers, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the procurement and execution of Bank-financed contracts. Any action to influence the procurement process or contract execution for undue advantage is improper.</p> <p>In pursuance of this policy, the Bank:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party. Another party refers to a public official acting in relation to the procurement process or contract execution. Public official includes World Bank staff and employees of other organizations taking or reviewing procurement decisions;</p> <p>(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. The term "party" refers to a public official; the terms "benefit" and "obligations" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution;</p> <p>(iii) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. The term "party" refers to a</p>

	<p>participant in the procurement process or contract execution;</p> <p>(iv) "Collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. The term "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or establish bid prices at artificial, noncompetitive levels, or are privy to each other's bid prices or other conditions;</p> <p>(v) "obstructive practice" is</p> <p>(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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 investigation or from pursuing the investigation, or</p> <p>(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph (e) below.</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for the Contract in question</p> <p>(c) will declare mis-procurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>(d) will sanction a firm or an individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of the World Bank</p>
--	---

	<p>Guidelines for Procurement of Goods, Works, and Non-Consulting Services;</p> <p>(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan or grant, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by Bank.</p>																						
5.1	The Financing Agreement provides that procurement shall follow the Bank's Procurement Regulations and Section 3.21 thereof permits the participation of firm from all countries except for those mentioned in Section 3.23 thereof.																						
5.2	Foreign bidders may participate in this Project as provided for in the financing agreement which provides that procurement shall follow the Bank's Procurement Regulations and Section 3.21 thereof permits the participation of firm from all countries except for those mentioned in Section 3.23 thereof.																						
5.4	<p>To be considered eligible and qualified, a Bidder must have:</p> <p>-A successful experience as prime contractor in the construction of at least one (1) work of a nature and complexity equivalent to the Works, generally within the last ten (10) years (to comply with this requirement, single works cited should be at least fifty percent (50%) of value of estimated contract cost of Works under bid in the amount of:</p> <table border="1"> <thead> <tr> <th rowspan="2">Name of Subproject</th> <th>If not Joint Venture</th> <th colspan="2">If Joint Venture</th> </tr> <tr> <th>Amount of One work of a nature and complexity of at least 50% of the EPC</th> <th>Amount of One work of a nature and complexity of at least 50% of the EPC for one partner</th> <th>Amount of One work of a nature and complexity of at least 25% of the EPC for the rest of the partners</th> </tr> </thead> <tbody> <tr> <td>Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna</td> <td>PhP45,090,500.00</td> <td>PhP45,090,500.00</td> <td>PhP22,545,250.00</td> </tr> </tbody> </table> <p>such being verifiable from completion certificate; and</p> <p>- An average annual turnover of Construction Income for the last three (3) years equal or greater than one hundred percent (100%) of the estimated value of the contract to be bid as evidenced by the audited financial statement for the last three (3) years stamped "received by the BIR [with Supporting Income Tax Return stamped "received" by BIR or its duly accredited and authorized institutions or eBIR Tax Return Receipt Confirmation (if submitted through eBIR), and eFPS/validated deposit slip payment], in the amount of:</p> <table border="1"> <thead> <tr> <th rowspan="2">Name of Subproject</th> <th>If not Joint Venture</th> <th colspan="2">If Joint Venture</th> </tr> <tr> <th>Amount of Average Annual Turn-over of at least 100% of the EPC</th> <th>Amount of Average Annual Turn-over of at least 100% of the EPC for one partner</th> <th>Amount of Average Annual Turn-over of at least 50% of the EPC for the rest of the partners</th> </tr> </thead> <tbody> <tr> <td>Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna</td> <td>PhP90,181,000.00</td> <td>PhP90,181,000.00</td> <td>PhP45,090,500.00</td> </tr> </tbody> </table>	Name of Subproject	If not Joint Venture	If Joint Venture		Amount of One work of a nature and complexity of at least 50% of the EPC	Amount of One work of a nature and complexity of at least 50% of the EPC for one partner	Amount of One work of a nature and complexity of at least 25% of the EPC for the rest of the partners	Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna	PhP45,090,500.00	PhP45,090,500.00	PhP22,545,250.00	Name of Subproject	If not Joint Venture	If Joint Venture		Amount of Average Annual Turn-over of at least 100% of the EPC	Amount of Average Annual Turn-over of at least 100% of the EPC for one partner	Amount of Average Annual Turn-over of at least 50% of the EPC for the rest of the partners	Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna	PhP90,181,000.00	PhP90,181,000.00	PhP45,090,500.00
Name of Subproject	If not Joint Venture		If Joint Venture																				
	Amount of One work of a nature and complexity of at least 50% of the EPC	Amount of One work of a nature and complexity of at least 50% of the EPC for one partner	Amount of One work of a nature and complexity of at least 25% of the EPC for the rest of the partners																				
Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna	PhP45,090,500.00	PhP45,090,500.00	PhP22,545,250.00																				
Name of Subproject	If not Joint Venture	If Joint Venture																					
	Amount of Average Annual Turn-over of at least 100% of the EPC	Amount of Average Annual Turn-over of at least 100% of the EPC for one partner	Amount of Average Annual Turn-over of at least 50% of the EPC for the rest of the partners																				
Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna	PhP90,181,000.00	PhP90,181,000.00	PhP45,090,500.00																				

	For this purpose, similar contracts shall refer to Construction/Rehabilitation of Potable Water System project
5.1	Not mandatory.
8.1	Subcontracting is allowed. There is no restriction on the involvement of general sub-contractors in the areas of manual and semi-skilled labor or construction materials provided that the contractor undertakes not less than fifty percent (50%) of the contracted works with its own resources.
8.2	To be considered eligible and qualified a subcontractor must have a successful experience as contractor in the construction of at least one work of a nature and complexity equivalent to the scope of works to be subcontracted, generally during the last ten (10) years.
9.1	The Date, Time and Venue of the Pre-Bid Conference is: August 22, 2024 at 9:00 A.M. Mayor's Office Conference Hall, 2 nd Floor Municipal Building, Plaza Rizal Street, Brgy. Sa. Catalina, Majayjay, Laguna with invitation link: <u>https://us06web.zoom.us/j/87219768993</u> Meeting ID: 872 1976 8993 ,
10.1	The PROCURING ENTITY's address is: Mr. Enrique S. Vargas BAC Chairman 2nd Floor Municipal Building, Plaza Rizal St., Brgy. Sta. Catalina, Majayjay, Laguna
10.4	No further instructions.
12.1	During Bid opening, if the first bid envelope lacks any of the following requirements that are historical information, these can be clarified following Section II, ITB Clause 26. If the first bid envelope lacks the Bid Securing Declaration, the bid shall be declared non-responsive. The first envelope shall contain the following eligibility and technical documents: a. Eligibility Requirements i. Registration Certification of the Company (from SEC or DTI or CDA); ii. Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid and Average Annual Turnover, as specified in ITB Clause 5.4; iii. Audited Financial Statement for the last three (3) years stamped "received" by the BIR; iv. In case of Joint Venture, a duly notarized Joint Venture agreement and a copy of the duly accomplished application form for Special License of the Joint Venture filed with the PCAB, or a copy of the Special License of the Joint Venture if already issued. b. Technical Documents

	<p>v. Project Requirements, to include the following:</p> <p>(v.1) List of contractor’s personnel (e.g. Project Manager, Project Engineers and Materials Engineer I to be assigned to the contract to be bid, with their complete qualification and experience data; and</p> <p>(v.2) List of contractor’s major equipment units which are owned and are supported by Certified True Copy from the Original of proof of ownership such as, without limitation, Deed of Sale, Official Receipt/Certificate of Registration, Sales Invoice, Charge Invoice or Delivery Receipt, which must meet the minimum requirement for the contract set in the BDS 12.1(b)(iii.3)</p> <p>vi. Bid Securing Declaration as required in ITB 18;</p> <p>Foreign bidders may submit the equivalent documents, if any, issued by the country of the foreign bidder.</p>																		
12.1(a)(iii)	Foreign bidders may submit their valid Philippine Contractors Accreditation Board (PCAB) license or special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project as a pre-condition for award as provided in the Financing Agreement, and ITB Nos. 12.1(b)(ii.2) and 12.1(b)(ii.3)																		
12.1(b)(ii.2)	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="1"> <thead> <tr> <th><u>Key Personnel</u></th> <th><u>General Experience</u></th> <th><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>1. Project Manager (PM)</td> <td>Licensed Civil Engineer</td> <td>With a minimum of five (5) years relevant work experience as Project Manager in construction of potable water supply projects</td> </tr> <tr> <td>2. Project Engineers (PE)</td> <td>Minimum of five (5) year experience as Licensed Civil/ Agricultural Engineer</td> <td>With at least two (2) potable water supply projects handled as Project Engineer with a value of at least twenty percent (20%) of the EPC or at least PhP18,036,200.00 each and must be related to the nature of Works being procured</td> </tr> <tr> <td>3. Materials Engineer (ME)</td> <td>Licensed Civil Engineer</td> <td>Duly accredited by DPWH as Materials Engineer I following DPWH D.O. 98, S. of 2016 (as required under SCC Clause 6.5), to be assigned to the contract to be bid, with their complete qualification and experience data.</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	1. Project Manager (PM)	Licensed Civil Engineer	With a minimum of five (5) years relevant work experience as Project Manager in construction of potable water supply projects	2. Project Engineers (PE)	Minimum of five (5) year experience as Licensed Civil/ Agricultural Engineer	With at least two (2) potable water supply projects handled as Project Engineer with a value of at least twenty percent (20%) of the EPC or at least PhP18,036,200.00 each and must be related to the nature of Works being procured	3. Materials Engineer (ME)	Licensed Civil Engineer	Duly accredited by DPWH as Materials Engineer I following DPWH D.O. 98, S. of 2016 (as required under SCC Clause 6.5), to be assigned to the contract to be bid, with their complete qualification and experience data.						
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>																	
1. Project Manager (PM)	Licensed Civil Engineer	With a minimum of five (5) years relevant work experience as Project Manager in construction of potable water supply projects																	
2. Project Engineers (PE)	Minimum of five (5) year experience as Licensed Civil/ Agricultural Engineer	With at least two (2) potable water supply projects handled as Project Engineer with a value of at least twenty percent (20%) of the EPC or at least PhP18,036,200.00 each and must be related to the nature of Works being procured																	
3. Materials Engineer (ME)	Licensed Civil Engineer	Duly accredited by DPWH as Materials Engineer I following DPWH D.O. 98, S. of 2016 (as required under SCC Clause 6.5), to be assigned to the contract to be bid, with their complete qualification and experience data.																	
12.1(b)(ii.3)	<p>The minimum equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th>Minimum Required Equipment</th> <th>Owned</th> <th>Leased</th> </tr> </thead> <tbody> <tr> <td>1. Backhoe, 0.8 Cu.m.</td> <td>0</td> <td>1</td> </tr> <tr> <td>2. Backhoe Breaker</td> <td>0</td> <td>1</td> </tr> <tr> <td>3. Generator Set</td> <td>1</td> <td>0</td> </tr> <tr> <td>4. Truck Mounted Crane</td> <td>1</td> <td>0</td> </tr> <tr> <td>Total</td> <td>2</td> <td>2</td> </tr> </tbody> </table>	Minimum Required Equipment	Owned	Leased	1. Backhoe, 0.8 Cu.m.	0	1	2. Backhoe Breaker	0	1	3. Generator Set	1	0	4. Truck Mounted Crane	1	0	Total	2	2
Minimum Required Equipment	Owned	Leased																	
1. Backhoe, 0.8 Cu.m.	0	1																	
2. Backhoe Breaker	0	1																	
3. Generator Set	1	0																	
4. Truck Mounted Crane	1	0																	
Total	2	2																	
13.1	No further instructions.																		
13.2(a) & (b)	There is no ceiling for Financial Proposals.																		
14.2	No further instructions.																		

15.4	No further instructions.
16.1	The bid prices shall be quoted in Philippine Pesos.
16.3	No further instructions.
17.1	Bids will be valid until ninety (90) calendar days from bid opening date.
18.1	The bid security shall be in the form of a Bid Securing Declaration .
18.2	The bid security shall be valid until one hundred twenty (120) calendar days from the date set for Bid opening date.
19.2	Substance over the form is considered.
20.3	<p>If bidder shall submit hard copies at the Mayor's Office Conference Hall, 2nd Floor, Plaza Rizal St., Brgy. Sta. Catalina, Majayjay, Laguna, each Bidder shall submit:</p> <ol style="list-style-type: none"> a. one (1) original and b. four (4) copies of the first and second components of its bid; and c. Electronic copy of the bid should also be submitted in PDF file format in a flash drive. <p>Should there be discrepancies, the original copy would prevail.</p>
21	<p>The address for Submission of Bids is at the Mayor's Office Conference Hall, 2nd Floor, Plaza Rizal St., Brgy. Sta. Catalina, Majayjay, Laguna</p> <p>The deadline for Submission of Bids is on September 06, 2024 at 9:00 A.M.</p>
24.1	<p>The BAC shall open the bids in public on September 06, 2024 at 9:00 A.M. at the Mayor's Office Conference Hall, 2nd Floor, Plaza Rizal St., Brgy. Sta. Catalina, Majayjay, Laguna</p> <p>with invitation link:</p> <p><u>https://us06web.zoom.us/j/83550362848</u> Meeting ID: 835 5036 2848</p> <p>The time for the bid opening shall be the same as the deadline for receipt of bids or promptly thereafter. Re-scheduling the date of the opening of bids shall not be considered except for force majeure, such as natural calamities. In re-scheduling the opening of bids, the BAC shall issue a Notice of Postponement to be posted at the PhilGEPS' and the Procuring Entity's websites.</p>
24.2	During Bid opening, if the first envelope lacks any of the requirements that are historical information, as listed in World Bank BDS 12.1, these can be clarified following Section II, ITB Clause 26. If the first bid envelope lacks the Bid Securing Declaration, the bid shall be declared non-responsive but the documents shall be kept by the Procuring Entity.
24.3	The financial proposals in the second envelope of all the bidders shall be read for record purposes. The first and second envelopes shall not be returned to the bidders.
27.4	No financial ceiling.
28.2	None
31.4(f)	<p>The other document required are:</p> <ol style="list-style-type: none"> 1) Construction schedule 2) S-Curve 3) Manpower schedule 4) Construction methods

	<ul style="list-style-type: none"> 5) Equipment Utilization schedule 6) Construction Safety and Health program approved by the Department of Labor and Employment; and 7) PERT/CPM; and 8) Environmental and Social Management Plan (ESMP)
32.2	<p>In times of declaration of state of emergency/calamity, to allow submission of the following (until revoke/lifted) the following documents:</p> <ul style="list-style-type: none"> 1. Performance Securing Declaration (PSD) in lieu of a performance security to guarantee the winning bidder's faithful performance of obligations under the contract, subject to the following: <ul style="list-style-type: none"> a. Similar to the PSD used in Framework Agreement, such declaration shall state, among others, that the winning bidder shall be blacklisted from being qualified to participate in any government procurement activity for one (1) year, in case of first offense or two (2) years, if with prior similar offense, in the event it violates any of the conditions stated in the contract. a. An un-notarized PSD may be accepted, subject to submission of a notarized PSD before payment, unless the same is replaced with a performance security in the prescribed form, as stated below; and b. The end-user may require the winning bidder to replace the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 upon lifting of the State of Calamity.

TABLE OF CONTENTS

1. DEFINITIONS.....	45
2. INTERPRETATION	47
3. GOVERNING LANGUAGE AND LAW.....	48
4. COMMUNICATIONS.....	48
5. POSSESSION OF SITE	48
6.THE CONTRACTOR’S OBLIGATIONS	49
7. PERFORMANCE SECURITY	50
8. SUBCONTRACTING	51
9. LIQUIDATED DAMAGES.....	51
10. SITE INVESTIGATION REPORTS	51
11. THE PROCURING ENTITY, LICENSES AND PERMITS	51
12. CONTRACTOR’S RISK AND WARRANTY SECURITY.....	52
13. LIABILITY OF THE CONTRACTOR.....	54
14. PROCURING ENTITY’S RISK	54
15. INSURANCE.....	54
16. TERMINATION FOR DEFAULT OF CONTRACTOR.....	55
17. TERMINATION FOR DEFAULT OF PROCURING ENTITY.....	56
18. TERMINATION FOR OTHER CAUSES.....	56
19. PROCEDURES FOR TERMINATION OF CONTRACTS	58
20. FORCE MAJEURE, RELEASE FROM PERFORMANCE.....	60
21. RESOLUTION OF DISPUTES	61
22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION.....	60
23. PROCURING ENTITY’S REPRESENTATIVE’S DECISIONS	62
24.APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY’S REPRESENTATIVE	62
25.ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY’S REPRESENTATIVE.....	62

26. EXTENSION OF THE INTENDED COMPLETION DATE	62
27. RIGHT TO VARY.....	63
28. CONTRACTOR'S RIGHT TO CLAIM	63
29. DAYWORKS	63
30. EARLY WARNING.....	64
31. PROGRAM OF WORK.....	64
32. MANAGEMENT CONFERENCES	64
33. BILL OF QUANTITIES	65
34. INSTRUCTIONS, INSPECTIONS AND AUDITS	65
35. IDENTIFYING DEFECTS	65
36. COST OF REPAIRS	66
37. CORRECTION OF DEFECTS	66
38. UNCORRECTED DEFECTS.....	66
39. ADVANCE PAYMENT	66
40. PROGRESS PAYMENTS	67
41. PAYMENT CERTIFICATES	68
42. RETENTION	68
43. VARIATION ORDERS	69
44. CONTRACT COMPLETION	70
45. SUSPENSION OF WORK	70
46. PAYMENT ON TERMINATION	70
47. EXTENSION OF CONTRACT TIME	72
48. PRICE ADJUSTMENT	73
49. COMPLETION	73
50. TAKING OVER.....	73
51. OPERATING AND MAINTENANCE MANUALS	73

1. **Definitions**

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

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

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

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

2. Interpretation

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

- g) Specifications;
- h) Bill of Quantities; and
- i) Drawings.

3. Governing Language and Law

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

4. Communications

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

5. Possession of Site

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

6. The Contractor's Obligations

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

7. Performance Security

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

8. **Subcontracting**

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

9. **Liquidated Damages**

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

10. **Site Investigation Reports**

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

11. **The Procuring Entity, Licenses and Permits**

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

12. Contractor's Risk and Warranty Security

- 12.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Procuring Entity and shall be held responsible for any damage or destruction of the Works except those occasioned by *force majeure*. The Contractor shall be fully responsible for the safety, protection, security, and convenience of his personnel, third parties, and the public at large, as well as the Works, Equipment, installation, and the like to be affected by his construction work.
- 12.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the Works on account of the use of materials of inferior quality within ninety (90) days from the time the HoPE has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 12.3. Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GoP in his favor shall be offset to recover the costs.
- 12.4. After final acceptance of the Works by the Procuring Entity, the Contractor shall be held responsible for "Structural Defects," *i.e.*, major faults/flaws/deficiencies in one or more key structural elements of the project which may lead to structural failure of the completed elements or structure, or "Structural Failures," *i.e.*, where one or more key structural elements in an infrastructure facility fails or collapses, thereby rendering the facility or part thereof incapable of withstanding the design loads, and/or endangering the safety of the users or the general public:
- (a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;
 - (b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;
 - (c) Procuring Entity's Representatives/Project Manager/Construction Managers and Supervisors – The project owner's representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;

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

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

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

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

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

12.8. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein

upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. **Liability of the Contractor**

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

14. **Procuring Entity's Risk**

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

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

15. **Insurance**

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

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

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

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

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

- 15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.
- 15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor's expense, take whatever measure is deemed necessary for its protection and that of the Contractor's personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.
- 15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity's demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:
- (a) The issuer of the insurance policy to be replaced has:
 - (i) become bankrupt;
 - (ii) been placed under receivership or under a management committee;
 - (iii) been sued for suspension of payment; or
 - (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
 - (v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. **Termination for Default of Contractor**

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

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

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

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

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

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

18. **Termination for Other Causes**

- 18.1. The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate this Contract for the convenience of the Procuring Entity if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and National Government policies.
- 18.2. The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 18.3. Fundamental breaches of Contract shall include, but shall not be limited to, the following:
 - (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
 - (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
 - (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
 - (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
 - (e) The Procuring Entity's Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity's Representative;
 - (f) The Contractor does not maintain a Security, which is required;
 - (g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and
 - (h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract

Acquisition and implementation, such as, but not limited to, the following:

- (i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in **ITB** Clause 3.1(a), unless otherwise specified in the SCC;
- (ii) drawing up or using forged documents;
- (iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (iv) Any other act analogous to the foregoing.

18.4. The Funding Source or the Procuring Entity, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.

18.5. When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity's Representative in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 18.3, the Procuring Entity's Representative shall decide whether the breach is fundamental or not.

18.6. If this Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

19. **Procedures for Termination of Contracts**

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

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

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

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

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

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

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

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

20. **Force Majeure, Release from Performance**

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

Which could have been avoided with the exercise of reasonable diligence by the Contractor.

20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity's Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly

as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.

- 20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.
- 20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:
 - (a) any sum to which the Contractor is entitled under **GCC** Clause 28;
 - (b) the cost of his suspension and demobilization;
 - (c) Any sum to which the Procuring Entity is entitled.
- 20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. **Resolution of Disputes**

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

That, by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

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

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

23. Procuring Entity's Representative's Decisions

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

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

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

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

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

26. Extension of the Intended Completion Date

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

27. **Right to Vary**

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

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

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

29. **Dayworks**

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

29.3. The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. **Early Warning**

30.1. The Contractor shall warn the Procuring Entity's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Procuring Entity's Representative may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

30.2. The Contractor shall cooperate with the Procuring Entity's Representative in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Procuring Entity's Representative.

31. **Program of Work**

31.1. Within the time stated in the **SCC**, the Contractor shall submit to the Procuring Entity's Representative for approval a Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works.

31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

31.3. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

31.4. The Procuring Entity's Representative's approval of the Program of Work shall not alter the Contractor's obligations. The Contractor may revise the Program of Work and submit it to the Procuring Entity's Representative again at any time. A revised Program of Work shall show the effect of any approved Variations.

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

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

32. **Management Conferences**

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

33. **Bill of Quantities**

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

34. **Instructions, Inspections and Audits**

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

35. **Identifying Defects**

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

36. Cost of Repairs

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

37. Correction of Defects

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

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

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

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

38. Uncorrected Defects

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

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

39. Advance Payment

39.1. The Procuring Entity shall, upon a written request of the contractor which shall be submitted as a contract document, make an advance payment to the contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be

made in lump sum or, at the most two, installments according to a schedule specified in the **SCC**.

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

40. **Progress Payments**

- 40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.
- 40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
 - (a) Cumulative value of the work previously certified and paid for.
 - (b) Portion of the advance payment to be recouped for the month.
 - (c) Retention money in accordance with the condition of contract.
 - (d) Amount to cover third party liabilities.
 - (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least five percent (5%) of the work has been accomplished as certified by the Procuring Entity's Representative.

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

41. **Payment Certificates**

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

42. **Retention**

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

for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

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

43. **Variation Orders**

- 43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.
- 43.2. A Change Order may be issued by the Procuring Entity to cover any increase/decrease in quantities of original Work items in the contract.
- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the HoPE may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however*, That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 43.5. In claiming for any Variation Order, the Contractor shall, within seven (7) calendar days after such work has been commenced or after the circumstances leading to such condition(s) leading to the extra cost, and within twenty-eight (28) calendar days deliver a written communication giving full and detailed particulars of any extra cost in order that it may be investigated at that time. Failure to provide either of such notices in the time stipulated shall constitute a waiver by the

contractor for any claim. The preparation and submission of Variation Orders are as follows:

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

44. **Contract Completion**

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

45. **Suspension of Work**

- 45.1. The Procuring Entity shall have the authority to suspend the work wholly or partly by written order for such period as may be deemed necessary, due to *force majeure* or any fortuitous events or for failure on the part of the Contractor to correct bad conditions which are unsafe for workers or for the general public, to

carry out valid orders given by the Procuring Entity or to perform any provisions of the contract, or due to adjustment of plans to suit field conditions as found necessary during construction. The Contractor shall immediately comply with such order to suspend the work wholly or partly.

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

46. Payment on Termination

- 46.1. If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Procuring Entity's Representative shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as indicated in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.
- 46.2. If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity's

Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

- 46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.
- 46.4. If the Contractor has terminated the Contract under **GCC** Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. Extension of Contract Time

- 47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.
- 47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.
- 47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.
- 47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information

to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

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

49. Completion

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

50. Taking Over

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

51. Operating and Maintenance Manuals

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

Section V. Special Conditions of Contract

GCC Clause	
1.17	The Intended Completion Date is 346 calendar days from start date.
1.22	The Procuring Entity is the Municipal Government of Majayjay, Laguna .
1.23	The Procuring Entity's Representative is: Hon. Romeo P. Amorado , Municipal Mayor.
1.24	The Site is located at Barangay Taytay, Gagalog, Rizal, Bitaoy, Isabang, Piit, Bakia, Botocan, Majayjay, Laguna
1.28	The Start Date is ten (10) calendar days upon receipt of the Notice to Proceed (NTP).
1.31	<p>The Works consist of:</p> <ul style="list-style-type: none"> A. Pipe Laying – Clearing and Grubbing, Pipeline Trench Excavation, Backfill and fill for pipelines, (<i>Pipe Laying</i>) Pipelaying (Transmission Lines), Pipelaying (Distribution Lines), Structural Concrete for Thrust Blocks, Demolition and Structural Concrete for Removed Structures. B. Valves & Fittings – (<i>Valves</i>) Valves Installation, Flow Meters, (<i>Air Release Valve</i>) Air Release/Vacuum Valve Installation, Structural Concrete for ARV, (<i>Blow-off Valve</i>) Blow-off Installation, Structural Concrete for BOV, (<i>Fire Hydrant</i>) Fire Hydrant Installation, (<i>Fittings</i>) Fittings, Tap Stands Fittings C. Hanging Bridge – Excavation Hanging Bridge, Reinforcing Steel for Hanging Bridge, Structural Concrete for Hanging Bridge and Hanging Bridge Support (Cable & Accessories) D. Reservoir – Excavation Concrete Reservoir, Backfill and fill for Reservoir (2 Units), Reinforcing Steel for Reservoir (Gagalot & Bitaoy), and Structural Concrete for Reservoir (Gagalot & Bitaoy) E. Spring Box – Excavation Spring Box, Reinforcing Steel for Spring Box and Structural Concrete for Spring Box F. Concrete Pedestal Post – Excavation Concrete Pedestal Post, Backfill and fill for Concrete Pedestal Post, Reinforcing Steel for Concrete Pedestal Post and Structural Concrete for Pedestal Post G. Tapstands – Excavation for Tapstands, Reinforcing Steel for Tapstands and Structural Concrete for Tapstands H. Special Items – Field Office and Laboratory Field Office for the Engineer, Mobilization and Demobilization, Project Billboard, Construction Safety and Health and Traffic Management. <ol style="list-style-type: none"> 1.) Installation of 2 set 8" Pressure regulating valve and 1 set 4" Pressure regulating valve in transmission and distribution pipe lines. 2.) Construction of 2 reinforce concrete water tank with over flow pipe, gates valves, by pass pipes, drain valve and a volume of 100 cu.m. each. 3.) Provision of chlorinator device injector to water tank outlet pipe to ensure potability of water prior to distribution. 4.) Pipe laying of 17,601 meters of distribution lines with 200mm, 150mm, 100mm dia. upvc pipe, 100mm, 50mm hdpe pipe and 5,800

	<p>meters of transmission lines with 250mm dia. g.i. pipe, 250mm, 200mm dia. upvc pipe, 200mm hdpe pipe.</p> <p>5.) Installation of 157 set of public faucets with water meter and concrete pad.</p> <p>6.) Construction of Hanging steel cable for transmission across the river.</p> <p>7.) Construction of reinforce concrete post for pipe support along and across river.</p> <p>8.) Provision for concrete pavement breaking and restoration.</p> <p>9.) Installation of gate valves, air release valves, blow off valves, flow meter valve, fire hydrant and other appurtenances.</p>
2.2	Sectional completion is not allowed.
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon issuance of NTP.
6.5	<p>The Contractor shall employ the following Key Personnel: as per BDS 12.1(b)(ii.2)</p> <p>Project Manager – <i>Licensed Civil Engineer with minimum of five (5) years of relevant experience as Project Manager in construction of potable water supply projects;</i></p> <p>Project Engineer – <i>Licensed Civil/Agricultural Engineer with at least two (2) potable water supply projects handled as Project Engineer with a value of at least twenty percent (20%) of the EPC or at least PhP18,036,200.00 each and must be related to the nature of Works being procured</i></p> <p>Materials Engineer – <i>Licensed Civil Engineer Duly accredited by DPWH as Materials Engineer I following DPWH D.O. 98, S. of 2016 (as required under SCC Clause 6.5), to be assigned to the contract to be bid, with their complete qualification and experience data.</i></p>
7.4(c)	No further instruction.
7.7	No further instruction.
8.1	No further instruction.
10	None.
12.3	No further instruction.
12.5	Five (5) years
13	“No additional provision” or if the contractor is a joint venture, “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity”.
18.3(h)(i)	The World Bank’s Anti-Corruption Policy requires the Borrowers (including beneficiaries of Bank-financed activity), as well as Bidders, Suppliers, Contractors and their agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers, and any personnel thereof, observe

the highest standard of ethics during the procurement and execution of Bank-financed contracts. Any action to influence the procurement process or contract execution for undue advantage is improper.

In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party. Another party refers to a public official acting in relation to the procurement process or contract execution. Public official includes World Bank staff and employees of other organizations taking or reviewing procurement decisions;

(ii) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation. The term "party" refers to a public official; the terms "benefit" and "obligations" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution;

(iii) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party. The term "party" refers to a participant in the procurement process or contract execution;

(iv) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. The term "parties" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or establish bid prices at artificial, noncompetitive levels, or are privy to each other's bid prices or other conditions;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation 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 investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph (e) below.

(b) will reject a proposal for award if it determines that the Bidder recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive

	<p>practices or other integrity violations in competing for the Contract in question;</p> <p>(c) will declare mis-procurement and cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the financing engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;</p> <p>(d) will sanction a firm or an individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, manufacturer or supplier, or service provider (different names are used depending on the particular bidding document) is one which has either been (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower. A firm or individual may be declared ineligible to be awarded a Bank financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including, inter alia, cross debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceeding. See footnote 14 and paragraph 8 of Appendix 1 of the World Bank Guidelines for Procurement of Goods, Works, and Non-Consulting Services;</p> <p>(e) will require that a clause be included in bidding documents and in contracts financed by a Bank loan or grant, requiring bidders, suppliers and contractors, and their sub-contractors, agents, personnel, consultants, service providers, or suppliers to permit Bank to inspect all accounts and records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by Bank.</p>
21.2	<p>The Arbiter is:</p> <p>Construction Industry Arbitration Commission, Manila</p>
29.1	No dayworks are applicable to the contract.
31.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within five (5) calendar days of delivery of the Notice of Award.
31.3	<p>The period between Program of Work updates is 30 days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is 1% of the progress billing.</p>
34.1(a)	<p>Upon instruction by the Procuring Entity, the contractor will arrange and shall shoulder cost for the materials and field testing.</p> <p>The materials and field test shall be conducted by DPWH or its accredited testing laboratories.</p> <p>For field density test (FDT), it shall be carried out through the following options:</p>

	<p>1. By DPWH or its accredited testing laboratories as default; 2. By independent accredited Materials Engineer located within the province; 3. By an accredited Materials Engineer of the Provincial Government; 4. By colleges and universities with testing laboratories.</p> <p>The conditions to effect the other options (2, 3 & 4) mentioned above are described below. Whoever conducts the test must prepare and attest to the veracity of the test report. The contracting parties are the signatory witness in the conduct of the FDTs. The FDTs shall be closely witnessed by the contractor, and PPMIU and Regional Project Coordination Office (RPCO) or Project Support Office (PSO).</p> <p>Options 2, 3 and 4 maybe availed of by the contracting parties in the conduct of FDTs if DPWH facilities will not be available on a timely basis.</p> <p>1. The option to be adapted by the contracting parties must be communicated properly to the DPWH regional office where the LGU is covered. The response of the DPWH would trigger the application of the three options. The concurrence of the Project will be based on the evidence of impending or actual delays in the conduct of FDTs through Option 1;</p> <p>2. The engagement of accredited Materials Engineers for Options 2 and 3 will follow the limits of authority for ME1 and ME2 by the Bureau of Research and Standards (BRS) of the Department of Public Works and Highways. The nomination of which will come from the LGU and to be concurred by the Regional Project Coordination Office. However, the test apparatuses to be utilized by the accredited Materials Engineer may either come from the LGU or the contractor. The test apparatuses shall be re-calibrated and tested in the presence of the RPCO or PSO engineers prior to actual use;</p> <p>The selection of colleges and universities to conduct the FDT must be supported with proof that indeed the laboratory technicians have conducted the same test within the last three years. Records of FDT reports taken from similar projects filed by the laboratory administrator will suffice as proof of capacity to engage the said college or university.</p>
34.3	The Funding Source is the World Bank.
39.1	The amount of the advance payment is 15% of the Contract Price and to be recouped every progress billing.
39.2	Except for Surety Bond.
40.1	No further instruction.
40.4	Progress payment shall be made monthly as per work accomplished.
41.5	The Contractor is obliged to submit to the Procuring Entity’s Representatives the geotagged photos taken before, during and after construction of each item of work especially the embedded items at the time that the claim for payment is made and the Statement of Work Accomplished (SWA) is executed.
51.1	The date by which “as built” drawings are required is 15-30 days from Completion Date as defined under GCC 1.1.3.
51.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is 1% of the final contract amount.

TABLE OF CONTENTS

A.1.1 - FACILITIES FOR THE ENGINEER80

B.5 - PROJECT BILLBOARD.....82

B.7 – CONSTRUCTION SAFETY AND HEALTH84

B.8 TRAFFIC CONTROL AND MANAGEMENT98

B.9 - MOBILIZATION AND DEMOBILIZATION100

ITEM 100 – CLEARING AND GRUBBING100

ITEM 101 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS ...103

ITEM 404 – REINFORCING STEEL106

ITEM 405 – STRUCTURAL CONCRETE109

ITEM 1002 - PLUMBING.....121

ITEM 1600 – EXCAVATION.....127

ITEM 1601 - BACKFILL AND FILL130

ITEM 1602 – INSTALLATION OF PIPELINE131

ITEM 1603 -VALVES137

SPL 1 – HANGING BRIDGE SUPPORT (CABLE AND ACCESSORIES)143

HANDTOOLS144

A.1.1 - FACILITIES FOR THE ENGINEER

A.1 Requirements

A.1.1 Field Office [and Laboratory Building] for the Engineer

- (1) The Contractor shall, for the entire period during which the construction work is being undertaken, provide an equipped and furnished Field Office for the Engineer of at least 30.00 square meters of useable floor area, and which shall be complete with sanitary facilities. The minimum roofing is of galvanized iron sheets and plywood ceiling and walling. A list of the equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided by the Contractor for the Field Office is shown in 'Attachment A' to these Technical Specifications.
- (2) The Contractor shall also, for the entire period during which testing of materials and workmanship is required, provide an equipped and furnished Laboratory Field Office of at least 20.00 square meters of useable floor area, and which shall be complete with its own sanitary facilities if not attached to the Field Office. The minimum roofing is of galvanized iron sheets and plywood ceiling and walling. A list of the equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided by the Contractor for the Laboratory Field Office is shown in 'Attachment B' to these Technical Specifications.
- (3) The Field Office and Laboratory Field Office shall be located within close proximity to the Site and usually within the batching plant compound. In a location approved of by the Engineer and shall be made available for the Engineer's occupation before any construction work commences. Such facilities may, entirely at the discretion of the Contractor, be in rented accommodation or be purpose built, provided always that the facility is of a standard acceptable to the Engineer. Shaded areas shall be provided at all such facilities for the Engineer's car parking, with a suitable self-draining gravel base. When the Engineer decides that temporary facilities built on the Site or Government-provided land are no longer required, the Contractor shall remove all evidence of the temporary work and reinstate the ground to its original state, unless the Engineer directs otherwise.
- (4) It is the Contractor's responsibility to make all necessary arrangements to provide the Field Office and Laboratory Field Office and to provide all necessary equipment, furniture, utilities and security staff to attend thereto, including payment thereof at his own cost. The Employer and the Engineer shall be free from any liability in connection with the use of such facilities.
- (5) The Contractor shall provide an adequate supply of all necessary stationery, printing papers, laboratory materials, testing materials and any other consumable items for the Engineer's Field Office and Laboratory Field Office as required by and to the satisfaction of the Engineer.
- (6) All equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided for the use of the Engineer shall be new and shall conform to the specifications as to kinds, grades, types and sizes, all to the satisfaction of the Engineer. When the Engineer decides that such items are no longer required they shall be handed back to the Contractor, who shall then remove them from the Site.

- (7) Electrical power for the Field Office and Laboratory Field Office shall be continuously available and adequate for all the equipment, apparatus and lighting needs. Similarly, a continuous water supply and other provisions necessary for the efficient operation of all the facilities shall be made available, including the provision of potable water where the facilities are manned on a regular or continuous basis.
- (8) The Contractor shall provide an adequate complement of qualified and competent laboratory staff or technicians to carry out all the materials quality control and all the tests required by the Engineer. The persons so appointed shall work full time and shall be responsible to the Engineer for all the laboratory work required to be carried out.
- (9) The Contractor shall make available, for the exclusive use of the Engineer and staff, a single direct telephone line service and a two-way radio communication service for the entire period during which construction activities take place. If the Laboratory Field Office is adjacent to the Field Office, then an extension telephone line between the Laboratory Field Office and the Field Office shall be provided, but otherwise an additional telephone service to the Laboratory Field Office shall be provided or a cellphone.”

A.1.2 Transportation for the Engineer

The Contractor shall provide, not later than ten (10) calendar days after the issuance of the notice to proceed, one (1) 4 x 4 Crew cab Diesel Pick-up, such vehicle shall be mechanically and electrically sound, with no visible defects in the bodywork, and shall be in good running condition for the exclusive use of the Engineers.

The Contractor shall provide substitute transportation acceptable to the Engineer if there is a delay in providing the transportation specified in the Contract and during any period when the specified transportation is taken out for service, maintenance, repair or any other reason.

A.1.3 Assistance to the Engineer

The Contractor shall provide such equipment, instruments and apparatus as determined by the Engineer from time to time, based on the specific activities to be undertaken.”

A.2 Measurement and Payment

A.2.1 Measurement

- (1) The provision of the Field Office and the Laboratory Field Office (which shall be deemed to be inclusive of all necessary equipment, furniture, appliances and survey equipment for the Engineer) shall be stated in an item and measured in months.

The payment for the Field Office and Laboratory Field Office shall be deemed to include all rental fees or supply, erection and subsequent removal of temporary buildings (as appropriate), and for the provision of all utilities, including electricity, telephone and water bills, and all equipment, furniture, instruments, apparatus, fixtures, fittings and other items to be provided for the use of the Engineer. Maintenance of the Engineer’s Field Office and the Laboratory Building (including all furniture, equipment, etc.) shall also be considered incidental to and covered within the pay item for the provision of the facilities. No separate payment shall be made in respect of consumables.

- (2) The provision of transportation for the Engineer’s use shall be measured in months.

The payment for transportation shall be deemed to include remuneration for a qualified and competent driver, supply of all appropriate fuel and lubricants, and all necessary maintenance, spare parts and servicing to keep the respective vehicle(s) in first class condition at all times.”

A.2.2 Payment

Payment for the Engineer’s Field Office and Laboratory Field Office shall be due and payable for the entire period for which the Engineer occupies the facilities.

Payment for the provision of transportation for the Engineer’s use shall be due and payable for the entire period for which the Engineer makes use of such provision.

Payment for part of a month shall be made on a proportional basis, calculated by dividing the monthly rate by 30 days and multiplying by the number of calendar days for which use of the transportation was provided.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
A.1.1	Office and Laboratories for the Engineer	Lot

B.5 - PROJECT BILLBOARD

Description

This Item shall consist of furnishing and installing project billboard in accordance with this Specification and details shown on the Plans, or as required by the Engineer.

The project billboard shall comply in all respects with the “COA Circular No. 2013-004” dated January 30, 2013. The information and publicity on projects of Government Agencies including Foreign Funded Projects are being guided by this Circular.

The project billboard will be erected as soon as the award has been made. It will be located at the beginning and at the end of the subproject throughout the project duration.

The size, materials and design to be used for the project signboard will specifically adhere to the General Guidelines No. 2.2.3 of the Circular while the content of the information shall conform to the General Guidelines No. 2.2.6 and the sample format shown in “Annex A” of the Circular.

Material Requirements

Tarpaulin

The design and format of the tarpaulin shall have the following specifications:

- Color : White
- Size : 8 ft. x 8 ft.
- Resolution : 70 dpi
- Font : Helvetica
- Font Size of Main Information : 3 inches
- Font Size of Sub-Information : 1 inch
- Font Color : Black
- Suitable Frame : Rigid wood frame with post; and
- Posting : Outside display at the project location after award has been made.

The information shall contain but not limited to i.) logo of the funding agencies, ii.) the name of implementing agencies, iii.) name of contractor, iv.) subproject's title, location, cost and description, v.) project details to include duration, date started, target date of completion and project status, and vi.) COA and WB Anti-corruption Hotline.

**ANNEX 14
PROJECT BILLBOARD**

Name of Agency Business Address		PLGU LOGO					
Project: _____		Cost: _____					
Location: _____		Fund Source/s: LP, GOP, LGU					
Implementing Agency/es: _____							
Development Partner/s: _____							
Contractor/Supplier: _____							
Brief Description of Project: _____							
Project Details:							
Project Date			Project Status			Remarks	
Duration	Started	Target Date of Completion	Percentage of Completion	As of (Date)	Cost Incurred to Date		Date Completed

For particulars or complaints about this project, please contact the Regional Office or Cluster which has audit jurisdiction on this project:

COA Regional Office No./Cluster: _____
 Address: _____
 Contact No.: _____ or Text COA Citizen's Desk at 0915-5391957

World Bank Anti-Corruption Hotline: 105-11-1-800-831-0463

The display/and or affixture of the picture, image, motto, logo, color motif, initials or other symbol or graphic representation associated with the top leadership of the project proponent or implementing agency/unit/office, on project billboard, is considered unnecessary. (General Guidelines No. 2.2.6)

Post and Frame

Posts and frames/braces shall be made from good lumber with a 2X3 and 2x2 inches size respectively and shall be well-seasoned, straight and free of injurious defects. The frame will be covered with 2 pieces ¼ inch thick marine plywood where the tarpaulin will be attached.

Concrete Foundation Blocks

The concrete for the foundation blocks shall be Class A in accordance with Item 405, Structural Concrete and shall be of the size shown on the Plans.

Construction Requirements

Excavation and Backfilling

Holes shall be excavated to the required depth to the bottom of the concrete foundation as shown on the Plans.

The space around the post shall be backfilled to the ground line with approved material in layers not exceeding 100 mm and each layer shall be moistened and thoroughly compacted. Surplus excavated material shall be disposed of by the Contractor as directed by the Engineer.

Erection of Posts

The posts shall be erected vertically in position inside the formwork of the foundation block prior to the placing of the concrete and shall be adequately supported by bracing to prevent movement of the post during the placing and setting of concrete. The posts shall be located at the positions shown on the Plans.

Tarpaulin Installation

Tarpaulin shall be installed in accordance with the details shown on the Plans. The frame should be covered with the marine plywood before the tarpaulin is attached.

Method of Measurement

The quantities of project billboard shall be in pieces of such signs of the size specified, including the necessary posts and supports erected and accepted.

Basis of Payment

The quantities measured as determined in the Method of Measurement, shall be paid for at the contract unit price for the Pay Items shown in the Bid Schedule which price and payment shall be full compensation for furnishing and installing project billboard, for excavation, backfilling and construction of foundation blocks, and all labor, equipment, tools and incidentals necessary to complete the Item.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
B.5	Project Billboard	Each

B.7 – CONSTRUCTION SAFETY AND HEALTH

HEALTH AND SAFETY

The following shall be the minimum requirements for the approval of a Construction Safety and Health Program (CSHP) under the Department of Labor and Employment (DOLE) Department Order No. 13, Series 1998.

1.1 Company Safety and Health Policy. The following shall apply:

A Company Safety Policy which shall serve as the general guiding principles in the implementation of safety and health on site duly signed by the highest company official or his duly authorized representative who has the over---all control of project execution and should include the contractor's general policy towards occupational safety, worker's welfare and health, and environment.

A Safety policy, which shall include the commitment that the contractor shall comply with DOLE minimum safety requirements, including reporting requirements of the Occupational Health and Safety Standards (OSHS), and other relevant DOLE issuances. These may include, but are not limited to the following:

- a. Registration (Rule 1020 and DO 18---02)
- b. Report of Safety Committee Organization (Rule 1040)
- c. Notification of Accidents and Occupational Illnesses (Rule 1050)
- d. Annual Work Accident/Illness Exposure Data Report (Rule 1050)
- e. Application for installation of mechanical/electrical equipment for construction of structure for industrial use (Rule 1070 and 1160)
- f. Annual Medical Report (Rule 1960)

1.2 Specific Construction Safety and Health Program shall contain the tendering agency's requirements in addition to the minimum requirements under the appropriate sections of D.O. No. 13 whenever deemed as applicable.

1.3 Composition of Construction Safety and Health Committee.

A structure and membership of the construction safety and health committee which shall be consistent with the minimum requirements of Section 11 of D.O. 13, series of 1998.

1.4 Safety and Health Personnel. The following shall apply:

- a. All appointed first---aiders shall be duly trained and certified by the Philippine National Red Cross and shall possess a Certificate of Basic First Aid Training Course (Standard) with a valid PNRD ID Card.
- b. All appointed Safety Officers shall have completed the 40---hour BWC prescribed safety and health course as required by Rule 1030 of the OSHS, as amended by D.O. 16. All full---time safety personnel shall be accredited by the BWC pursuant to D.O. 16.
- c. All physicians and nurses assigned at the project site shall have completed the Bureau prescribed course on occupational safety and health course, pursuant to Rule 1960 of the OSHS.

1.5 Specific duties and responsibilities of the Safety Officer. The following shall apply:

- a. Specific duties and responsibilities shall comply with the outlined duties and responsibilities in Rule 1047 of the OSHS; and

- b. Procedure on the required performance of the assigned duties and responsibilities of safety officers in the construction site.

1.6 Applicable In-plant Safety and Health Promotion and Continuing Information Dissemination. The following shall apply:

- a. Detailed information dissemination or advisories to the new employees prior to on-site assignment, e.g. conduct of safety orientation, company's health and safety policies, hazards related to the job safety measures, safe work procedures.
- b. Detailed programs on continuing education such as trainings and seminars, if any, that shall be given to employees, e.g. BOSH, refresher course, first aid training, refresher course toolbox meeting, construction safety training for site safety officers, 80-hour advance safety course prescribe.
- c. Arrangements for conveying information on safety and health IEC materials e.g. Posters/komiks/flyers, safety signages, handbooks/manuals, bulletin boards.
- d. Arrangements for setting up sub-committees on safety and health, where necessary.
- e. Schedule of safety related activities, e.g. toolbox meeting, health and safety committee meeting.

1.7 Accident and incident investigation, recording, and reporting. The following shall apply:

- a. All accidents or incidences shall be investigated and recorded.
- b. All work-related accidents resulting to disabling injuries and dangerous occurrences as defined in OSH Standards (Rule 1050) shall be reported.
- c. Responsible or duly authorized officer for accident or incident investigation recording and reporting who are either the employer/owner/project manager/safety officer.
- d. Accident Report shall contain the minimum information as required in DOLE/BWC/OHSD/IP-6.
- e. Shall notify the appropriate DOLE Regional within 24 hours in case of fatal accidents. An accident investigation shall be conducted by the Regional Office within forty-eight (48) hours after receipt of initial report of the employer.

1.8 Provisions for the protection of the general public within the vicinity of the company premises during construction and demolition. The following shall apply:

- a. Measures in order to ensure the safety of the general public shall be pursuant to Rule 11 of the National Building Code--Implementing Rules and Regulations: Protection of Pedestrians During Construction or Demolition
- b. Appropriate provisions and rules of OSHS
 - Rule 1412.09: Protection of the Public
 - Rule 1412.12: Protection against collapse of Structure
 - Rule 1412.16: Traffic Control
 - Rule 1413: Excavation

- Rule 1417: Demolition
- Rule 1060: Premises of Establishments
- D.O. 13, Section 9: Construction Safety Signs
- Other relevant provisions of OSHS.

1.9 General safety within construction premises. The following shall apply:

The provisions for danger signs, barricades, and safety instructions for workers, employees, public, and visitors such as, housekeeping; walkway surfaces; means of access i.e. stairs, ramps, floor openings, elevated walkways, runways and platforms; and, light.

1.10 Environmental Control (Rule 1070 of the Standards). The following shall apply:

- a. Monitoring and control of hazardous noise, vibration and air---borne contaminants such as gases, fumes, mists and vapors.
- b. Provisions to comply with minimum requirements for lighting, ventilation and air movement.

1.11 Guarding of hazardous machinery (Rule 1200 of the Standards). The following shall apply:

- a. Provisions for installation/design of built---in machine guards.
- b. Provisions for built---in safety in case of machine failure.
- c. Provisions for guarding of exposed walkways, access---ways, working platforms.

1.12 Provisions for and use of Personal Protective Equipment (PPE) --- (Rule 1080 of the Standards). The following shall apply:

- a. Appropriate types and duly tested PPEs to be issued to workers after the required training on their use.
- b. Provisions for maintenance, inspection and replacement of PPEs.
- c. In all cases the basic PPE commonly required for all types of construction projects are hard hats, safety shoes and working gloves. Other PPEs shall be required depending on the type of work and hazards.

1.13 Handling of Hazardous Substances – (Rule 1090 of the Standards). The following shall apply:

Provision for identification, safe handling, storage, transport and disposal of hazardous substances and emergency procedure in accordance with Material Safety Data Sheet (MSDS) in cases of accidents.

1.14 General materials handling and storage procedures. – (Rule 1150 of the Standards). The following shall apply:

- Safe use of mechanical materials handling equipment
- Secured and safe storage facilities
- Regular housekeeping as necessary so as not to constitute and/orresent hazards
- Clearly marked clearance limits
- Proper area guarding of storage facilities

1.15 Installation, use and dismantling of hoist and elevators.---*Rule 1415.10 Testing and Examination of Lifting Appliance, Rule 1220 Elevators and Related Equipment.* The following shall apply:

- a. Provisions to ensure safe installation, use and dismantling of hoist and elevator;
- b. Periodic inspection of hoists and elevators.

1.16 Testing and inspection of electrical and mechanical facilities and equipment. The following Rules of the Occupational Safety and Health Standards shall apply: **Rule Coverage**

- a. Rule 1160 --- Boiler
- b. Rule 1170 --- Unfired Pressure Vessels
- c. Rule 1210 --- Electrical Safety
- d. Rule 1220 --- Elevators and Related Equipment
- e. Rule 1410 --- Construction Safety
- f. Rule 1415.10 – Training and Examination of Lifting Appliance

1.17 Workers skills and certification. The following shall apply:

- a. Provisions to ensure that workers are qualified to perform the work safely.
- b. Provisions to ensure that only qualified operators are authorized to use and operate electrical and mechanical equipment.

1.18 Provisions for emergency transportation facilities for workers. The following shall apply:

Rule 1963.02 of the Occupational Safety and Health Standards – Emergency Medical and Dental Services

1.19 Fire Protection Facilities and Equipment. The following rule shall apply:

- a. Fire protection facilities and equipment as required under Rule 1940 of the OSHS
- b. Proposed structure and membership of fire brigade
- c. Provision for training on emergency preparedness

1.20 First aid and health care medicines, equipment and facilities.

- a. Identification of the proposed first aid and health care facilities that the employer shall provide satisfying the minimum requirements of OSHS.
- b. Identification of the medical and health supplies, such as medicines and equipment to be provided.
- c. In all cases, the provision of first aid medicines and emergency treatment shall be mandatory.
- d. In the absence of the required-on site health care facilities, the employer shall attach a copy of a written contract with a recognized emergency health provider as required under the OSHS.

1.21 Workers Welfare Facilities. The following shall apply:

- a. Provisions for toilet and sanitary facilities

- b. Proposed bathing, washing, facilities
- c. Proposed facilities for supplying food and eating meals
- d. Proposed facilities for supplying potable water for drinking and for washing
- e. Proposed facilities for locker rooms, storing and changing of clothes for workers.

1.22 Proposed Hours of Work and Rest and Rest Breaks. The following shall apply:

- a. Work schedules, working hours, shifting schedules
- b. Frequency and length of meals and breaks
- c. Schedule of rest periods

1.23 Waste Disposal. The following shall apply:

- a. Proposed method of clearing and disposal of waste.
- b. Provisions for permits and clearance where require in disposal of hazardous wastes.

1.24 Disaster and Emergency Preparedness Contingency

1.25 Safety Program. The Safety Programs shall contain the following:

- a. Standard work procedures.
- b. Job hazard analysis for the following activities as applicable to the project.
- c. Other hazardous work, not outline herein but will be performed during project execution must also be included.

The activities may consist of any number of the following, depending on the nature of the project, vis---à---vis exposure to hazards:

- a. Site Clearing
- b. Excavations
- c. Erection and dismantling of scaffolds and other temporary working platforms
- d. Temporary electrical connections/installations
- e. Use of scaffolds and other temporary working platforms
- f. Working at unprotected elevated working platforms or surfaces
- g. Work over water
- h. Use of power tools and equipment
- i. Gas and electric welding and cutting operations
- j. Working in confined spaces
- k. Use of internal combustion engines
- l. Handling hazardous and/or toxic chemical substances
- m. Use of hand tools
- n. Working with pressurized equipment

- o. Working in hot or cold environments
- p. Handling, storage, usage and disposal of explosives
- q. Use of mechanized lifting appliances for movement of materials
- r. Use of construction heavy equipment
- s. Demolition

The hazard analysis shall contain the following:

- a. Identification of possible hazards for a particular activity.
- b. Identification of any company permits or clearances needed prior to the performance of the activity together with the name of person/s who is authorized to issue such permit or clearance.
- c. Identification of the proposed improvement in work standard procedures that shall be followed during implementation of a particular activity.
- d. Company inspection procedures to ensure safety during the execution of a particular activity.
- e. Identification of emergency procedures in case of accidents or any untoward incident while performing a particular activity.

1.26 Company Penalties/Sanctions for Violation/s of the Provision/s of Safety and Health Program – The appropriate penalties or sanctions for violation of company rules and regulations or those stipulated in the CHSP and the observance of due process.

2. Personal Protective Equipment by Type of Project

2.1 General Building Construction Project (GBC). The following classifications shall apply:

Classification: Air Navigation Facilities, Power Transmission & Distribution, Building and Housing, Communication facilities, Sewerage, water treatment plants and Site/Land development.

2.2 General Engineering Construction Project. The following classifications shall apply:

Classifications: Roads and Airports (Horizontal structure), bridges, irrigation system, flood control and drainages, dams, tunneling, ports and harbor, water supply

2.3 Specialty Construction Project. The following classifications shall apply:

Classifications: Electrical work, mechanical work, plumbing and sanitary work, air conditioning or refrigeration, water proofing work, painting work, communication facilities, foundation or piling work, structural steel work, concrete pre---cast, elevator or escalator, well drilling work, navigational equipment and instrument installation, electromechanical work, metal roofing and siding installation, structural demolition and landscaping.

3. Safety Personnel and Skilled Worker. The following shall apply: **3.1 Minimum Required Safety Personnel.** The following shall apply:

- a. The General Constructor shall provide for a full-time officer, who shall be assigned as the general construction safety and health officer to oversee full time the overall management of the Construction Safety and Health Program.
- b. The General Constructor shall provide for additional Construction Safety and Health Officer/s in accordance with the requirements for Safety Officer of D.O. 16, s. 2001, depending of the total number of personnel assigned to the construction project site.
- c. The General Constructor shall provide for one (1) Construction Safety and Health Officer for every ten (10) units of heavy equipment assigned to the project site.
- d. Each construction contractors/subcontractors shall provide for the required number of safety officers in accordance with the requirements of D.O. 16 series 2001.

3.2 Qualification and Training of Safety and Health Personnel and Skilled Workers.

The following shall apply:

- a. Training of OSH Personnel shall be pursuant to D.O. 16 series of 2001 and its Procedural Guidelines.
- b. Worker Skills Certification for the critical operations/occupations shall be pursuant to D.O. 13 and D.O. 19 as well as the TESDA requirements on worker competency.

4. Construction Heavy Equipment. The following shall apply:

4.1 Accreditation of Organization for Testing of Construction Heavy Equipment shall be pursuant to D.O. No. 16 and its Implementing Guidelines and Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment.

4.2 Conduct of Inspection and Test of Construction Heavy Equipment shall be pursuant to Sec. 10 of D.O. No. 13 and its Procedural Guidelines. The following shall apply:

- a. Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment
- b. Standard Checklist for Testing and Inspection of Construction Heavy Equipment.
- c. Inspection Procedures for DOLE Inspectors

4.3 TESDA Certification Requirements for Operators. Certification for Operators shall be in accordance with the requirements of TESDA on worker competency.

4.4 Monitoring and Evaluation of CHE Test/Inspection conducted shall be pursuant to the Procedural Guidelines on Accreditation and Performance Audit of Testing Organization for Construction Heavy Equipment.

5. Signages and Barricades. The following shall apply:

Construction Safety Signages shall be provided as a precaution and to advise the workers and the general public of the hazards existing in the worksite.

5.1 Signage Procedures: The signages shall be:

- a. Posted in prominent positions and at strategic locations.
- b. As far as practicable, be in the language understandable to most of the workers employed in the site.

- c. For non-raised floor areas, the attached yellow CAUTION sign shall be used when using yellow CAUTION tape.
- d. For non-raised floor areas, the attached red DANGER sign shall be used when using the red DANGER tape.
- e. Placed in designated areas at four (4) feet from ground level, if there are no other more practicable height placement.
- f. Regularly inspected and maintained in good condition to achieve its purpose. Signages that are damaged; illegible or that no longer apply as to purpose, site or language, shall be removed or be replaced by the safety officer when needed.
- g. Removed after the hazard is completely eliminated. If upon work completion the hazard is still present, the signage shall remain in place.
- h. Designed and constructed following the Overall Dimensions of Safety Signs Formula as required by the OSHS
- i. Specific with the type of hazard and should indicate the name of the contaminant/ substance involved (for chemical hazards), and the type of PPE or respiratory equipment to be worn.

5.2 Posting of Signages shall include, but not limited to the following places:

- a. Areas where there are risks of falling objects.
- b. Areas where there are risks of falling, slipping, tripping among workers and the public
- c. Prior to entry in project sites, locations and its perimeter.
- d. Where there is mandatory requirement on the usage of PPEs.
- e. Areas where explosives and flammable substances are used or stored
- f. Approaches to working areas where danger from toxic or irritant airborne contaminants/ substances may exist,
- g. All places where contact with or proximity to electrical facility/equipment can cause danger
- h. All places where workers may come in contact with dangerous moving parts of machinery or equipment
- i. Locations of fire alarms and fire-fighting equipment
- j. Locations for instructions on the proper usage of specific construction equipment, tools.

5.3 Barricading Procedures: The following shall apply:

- a. The contractor shall provide all necessary barricades, safety tapes, safety cones or safety lines as required in isolating or protecting an unsafe work area from other workers, pedestrians or vehicular traffic.
- b. Barricades shall completely enclose the hazardous area and effectively limit unintentional or casual entry.
- c. Barricades shall be three (3) feet vertical height from the ground, when no other more practical height specification is available.
- d. Barricades shall be maintained in good condition to achieve its purpose.

- e. Barricades that are damaged; faded or that no longer apply as to purpose, site or meaning, shall be removed or shall be replaced by the safety officer.
- f. Barricade tape shall not be used on the floor as this presents a slipping hazard of its own.
- g. In addition to using the proper warning tape, the contractor shall use the appropriate safety signage when barricading an area.
- h. All barricades shall be removed after the hazard is completely eliminated.
- i. Upon work completion, if the hazard is still present, the barricade shall remain in place.

5.4 Installation of barricades shall include, but not limited to the following worksites conditions:

- a. hazardous areas
- b. trip hazard
- c. robotic movement
- d. energized electrical works
- e. overhead suspended load test
- f. critical high-pressure test
- g. chemical introduction
- h. fall exposure
- i. Emergency Response Zone
- j. Unsafe condition zone
- k. Danger zone
- l. Confined and enclosed space

6. Construction Safety and Health Committee. The following shall apply:

6.1 Composition

- a. Project Manager or his representative as chairperson ex---officio
- b. General Construction Safety and Health Officer
- c. Construction Safety and Health Officers
- d. Safety representatives (SAFETY OFFICER) from each subcontractor.

If DOLE's minimum requirements based on the number of workers of the contractor requires only a part time safety officer, the safety officer need not be an accredited safety practitioner or consultant.

- e. Doctors, nurses and other health personnel pursuant to the requirements stated in Rule 1042 of the OSHS
- f. Workers' representatives

If there are no contractor's sub---contractors or the constructor is a subcontractor, the safety and health committee shall be in accordance with the requirements of Rule 1040 of the Occupational Safety and Health Standards.

6.2 Duties and responsibilities

- a. The Project Manager or his representative shall act as the Chairperson of the committee.
- b. The committee shall conduct safety meetings at least once a month.
- c. The persons constituting the Safety and Health Committee shall, as far as practicable, be at the construction site whenever construction work is being undertaken.
- d. The committee shall continually plan and develop accident prevention programs.
- e. The committee shall review reports of inspection, accident investigation and monitor implementation of the safety program.
- f. The committee shall provide necessary assistance to government authorities authorized to conduct inspection in the proper conduct of their activities
- g. The committee shall initiate and supervise safety trainings for its employees
- h. The committee shall conduct safety inspection at least once a month, and shall conduct investigation of work accidents and shall submit a regular report to DOLE.
- i. The committee shall initiate and supervise the conduct of daily brief safety meetings or toolbox meetings.
- j. The committee shall prepare and submit to DOLE, reports on said committee meetings.
- k. The committee shall develop a disaster contingency plan and organize such emergency service units as may be necessary to handle disaster situations.

7. Construction Safety and Health Reports. The following shall apply:

7.1 The Construction Safety and Health Report shall include:

- a. Monthly summary of all safety and health committee meetings
- b. Summary of all accident investigations /reports
- c. Corrective/Preventive measures/action for each hazard
- d. Periodic hazards assessment with corresponding remedial measures for new hazards
- e. Safety promotions and trainings conducted/attended

7.2 Submission of Reports. The following shall apply:

- a. All general constructors shall be required to submit a monthly construction safety and health report to the BWC copy furnished the DOLE Regional Office concerned.
- b. In case of any dangerous occurrence or major accident resulting in death or permanent total disability, the concerned employer shall notify the appropriate DOLE Regional Office within twenty---four (24) hours from occurrence.
- c. After the conduct of investigation by the concerned construction safety and health officer, the employer shall report all disabling injuries to the DOLE Regional Office

on or before the 20th of the month following the date of occurrence of accident using the DOLE/BWC/HSD---IP---6 form.

8. Cost of Construction Safety and Health Program. The following shall apply:

8.1 The total cost of implementing a Construction Safety and Health Program shall be mandatory and shall be made an integral part of the project's construction cost as a separate pay item, duly quantified and reflected in the Project's Tender Documents and likewise reflected in the Project's Construction Contract Documents.

8.2 The cost of the following PPEs: helmet, eye goggles, safety shoes, working gloves, rain coats, dust mask, ear muffs, rubber boots, and other similar PPE's shall be indicated/enumerated per cost, per worker, foreman, leadman, jackhammer operator, carpenter, electrician, mason, steelman, painter, mechanic, welder, plumber, heavy equipment operator, physician/inspector, and other such personnel.

8.3 The PPEs shall be sufficient in number for all workers particularly where simultaneous construction activities/operations in different areas are being undertaken.

8.4 The cost of the minimum required inventory of medicines, supplies and equipment as indicated in "Attachment C" of the OHS Standards shall be included.

8.5 The safety personnel manpower cost salaries/wages, benefits shall be included.

8.6 Cost of safety promotions/activities, training conducted and salaries of safety and health personnel, medical personnel employed or engaged by constructor.

9. Safety and Health Information. The following shall apply:

9.1 Workers shall be adequately and suitably:

- a. Informed of potential safety and health hazards to which they may be exposed at their workplace.
- b. Instructed and trained on the measures available for the prevention, control and protection against those hazards.

9.2 Every worker shall receive instruction and training regarding general safety and health common to construction sites which shall include, but not limited to the following:

- a. The basic rights and duties of the workers at the construction site.
- b. The means of access and egress, both during normal work and in emergency situations.
- c. The measures for good housekeeping.
- d. The location and proper use of welfare and first---aid facilities.
- e. The proper care and use of the items or personal protective equipment and protective clothing provided the workers.
- f. The general measures for personal hygiene and health protection.
- g. The fire precautions to be taken.
- h. The action to be taken in case of any emergency.
- i. The requirements of relevant health and safety rules and regulations.

9.3 *The instruction, training and information materials provided shall be given in a language or dialect understood by the worker.*

Written, oral, visual and participative approaches shall be used to ensure that the worker has understood and assimilated the information.

9.4 Each supervisor or any person e.g. foreman, lead man, gangboss, and other similar personnel shall conduct daily tool box or similar meetings prior to the start of the operations for the day to discuss with the workers and to anticipate safety and health problems related.

9.5 No person shall be deployed in a construction site unless he has undergone a safety and health awareness seminar conducted by safety professionals or accredited organizations or other institutions recognized by DOLE.

9.6 *Specialized instruction and training shall be provided to the following:*

- a. Drivers and operators of lifting appliances, transport, earth---moving and materials-- handling equipment and machinery; or any equipment of specialized or dangerous nature.
- b. Workers engaged in the erection or dismantling of scaffolds.
- c. Workers engaged in excavations at least one (1) meter deep or deep enough to cause danger, shafts, earthworks, underground works or tunnels.
- d. Workers handling explosives or engaged in blasting operations.
- e. Workers engaged in pile---driving.
- f. Workers in compressed air cofferdams and caissons.
- g. Workers engaged in the erection of prefabricated parts of steel structural frames and tall chimneys, and in concrete work, form work and other such type of work.
- h. Workers handling hazardous substances and materials.
- i. Workers as signalers and riggers.
- j. Other types of workers as may be categorized by TESDA

10. Welfare Facilities. The following shall apply:

The employer shall provide the following welfare facilities in order to ensure humane working conditions:

10.1 *Adequate supply of safe drinking water:*

- a. If the water is used in common drinking areas, it shall be stored in closed containers from which the water is dispensed through taps or cocks. Such containers shall be cleaned and disinfected at regular intervals but not exceeding fifteen (15) days.
- b. Notices shall be posted conspicuously in locations where there is water supply that is not for drinking purposes

10.2 *Adequate sanitary and washing facilities:*

- a. Adequate facilities for changing and for the storage and drying of work clothes.
- b. Adequate accommodation facilities for taking meals and for shelter.
- c. Adequate washing facilities regardless of sex for every 25 employees up to the first 100 and an additional of one (1) facility for every 40 additional workers.

- d. Suitable living accommodation for workers and as may be applicable for their families, such as separate sanitary, washing and sleeping facilities for men and women workers.

10.3 Adequate and suitable toilet and bath facilities for both male and female workers at the following ratio:

- a. Where the number of female workers exceeds 100, one (1) and bath facilities for every 20 female workers up to the first 100 and one (1) toilet and bath facilities for every 30 additional female workers.
- b. Where the number of male workers exceeds 100 and sufficient urinals have been provided, one (1) toilet and bath facilities for every 25 sales up to the first 100 and one (1) more for every 40 additional male workers.
- c. Every toilet shall be provided with enclosure, partitioned off so as to provide/ensure privacy. If feasible, shall have a proper door and fastenings, so doors shall be tight fitting and self---closing.
- d. Urinals shall be placed or screened so as not to be visible from other parts of the site, or other workers.
- e. Rest rooms shall be so arranged so as to be conveniently accessible to the workers and shall be kept clean and orderly at all times.
- f. Adequate hand---washing facilities shall be so provided within or adjacent to the toilet facilities
- g. In cases where persons of both sexes are employed, toilet and bath facilities for each sex shall be situated or partitioned so that the interior will not be visible even when the door of any facility is opened from any place where persons of the other sex have to work or pass.
- h. If toilet and bath facilities for one sex adjoin those for the other sex, the approaches shall be separate, and toilet and bath facilities for each sex shall be properly indicated.

Mode of Measurement

Method of Measurement shall be paid for at the contract unit price for the Pay Items shown in the Bid Schedule which price and payment shall be full compensation for the provision of Personal Protective Equipment (PPE) and Devices, Medicines, Medical Supplies and other incidentals necessary to complete the item.

Basis of Payment

Payment shall be made on a proportional basis, calculated by multiplying the percentage rate of physical progress to the total lump sum amount every progress billing.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
B.7	Construction Safety and Health Program	Lot

B.8 TRAFFIC CONTROL AND MANAGEMENT

Description

Maintain traffic within the limits of the project for the duration of the construction period, including any temporary suspension of the work. Construct and maintain detour. Provide facilities for access to residences, businesses, etc. along the project. Furnish, install and maintain traffic control and safety devices during construction. Provide any other special requirements for safe and expeditious movement of traffic specified in the plans. Maintenance of traffic includes all facilities, devices and operations as required for safe and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

Specific Requirements

The Contractor's Responsibility to maintain traffic starts at the day work begins on the project or on the first day of contract effectiveness, whichever is earlier until the specified contract duration or completion of the project.

Storage of Equipment and Material in Public Streets

Construction materials and equipment shall not be stored or parked on public streets, roads, or highways. During any material or equipment loading or unloading activities that may temporarily interfere with traffic, an acceptable detour shall be provided for the duration of the activity. Any associated expense for this activity is the responsibility of the contractor.

Excavated material, including suitable material that is intended for adjacent trench backfill or other earth backfill shall not be stored on public streets, roads, or highways that remain in service for the public. Any waiver of this requirement must be obtained from the proper local authority and approved by the engineer. All excess and unsuitable material shall be removed from the site as soon as possible. Any spillage shall be removed from roadways before they are used by the public.

Temporary Traffic Control Devices

Install and maintain temporary traffic control devices as detailed in the plan. Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the travelling public and to safeguard the working area. Immediately remove or cover any devices that do not apply to existing conditions.

The contractor shall notify the Engineer of any scheduled operation which will affect traffic patterns or safety sufficiency in advance of commencing such operation to permit his review of the plan for the proposed installation of temporary traffic control devices.

The contractor must ensure an employee is assigned for the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the contract. Keep the engineer advised at all times of the identification and means of contacting this employee on a 24-hour basis.

Keep temporary traffic control devices in the correct position, properly directed, clearly visible and clean at all times.

Preparation of Standard Plans

All signs, signals, barricades, use of flaggers, and other traffic control and public safety devices shall conform to the general requirements of the plan and standards adopted by the Department of Public Works and Highways.

Alternative Traffic Control Plan

The Contractor may propose alternative traffic control plan to the plan presented in the contract document. Have the Contractor's Engineer sign and seal the alternative plan. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternative TCP proposed by the Contractor, and notify the LGU in writing of any such potential impacts to utilities.

Engineer's approval of the alternative TCP does not relieve the Contractor of sole responsibility for all utility impacts, cost, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the plans, joint project agreement or relocation schedule.

The LGU reserves the right to reject any alternative TCP. Obtain the engineer's written approval before beginning work using an alternative TCP. The engineer's written approval for all modifications to the TCP. The engineer will only allow changes to the TCP in an emergency without the proper documentation.

Mode of Measurement and Payment

Method of Measurement shall be paid for at the contract unit price for the Pay Items shown in the Bid Schedule which price and payment shall be full compensation for the

provision of warning, safety devices, other traffic devices, flaggers and incidentals necessary to complete the item.

Basis of Payment

Payment shall be made on a proportional basis, calculated by multiplying the percentage rate of physical progress to the total lump sum amount every progress billing.

Payment will be made under:

Pay Item No.	Description	Unit of Measurement
B.8	Traffic Control and Management	Days

B.9 - MOBILIZATION AND DEMOBILIZATION

This item shall consist of the mobilization and demobilization of the required minimum essential equipment and labor force for the project.

Method of payment

Payment for complying with the provision of this item shall be as certified by the Engineer that all required the required minimum equipment has been delivered at the site and the time the same have been removed from the project site.

Payment for this item shall be made in two (2) installments, to wit: Seventy percent (70%) after the Contractor has totally mobilized his equipment plants and ready for use and the remaining thirty percent (30%) after the Contractor has finally completed the Payments shall be made under:

Pay Item No.	Description	Unit of Measurement
B.9	Mobilization & Demobilization of Heavy Equipment	Lot

ITEM 100 – CLEARING AND GRUBBING

100.1 Description

This item shall consist of clearing, grubbing, removing and disposing all vegetation and debris as designated in the Contract, except those objects that are designated to remain in place or are to be removed in consonance with other provisions of this Specification. The work shall also include the preservation from injury or defacement of all objects designated to remain.

100.2 Construction Requirements

100.2.1 General

The Engineer will establish the limits of work and designate all trees, shrubs, plants and other things to remain. The Contractor shall preserve all objects designated to remain. Paint required for cut or scarred surface of trees or shrubs selected for retention shall be an approved asphaltum base paint prepared especially for tree surgery.

Clearing shall extend one (1) meter beyond the toe of the fill slopes or beyond rounding of cut slopes as the case maybe for the entire length of the project unless otherwise shown on the plans or as directed by the Engineer and provided it is within the right of way limits of the project, with the exception of trees under the jurisdiction of the Forest Management Bureau (FMB).

100.2.2 Clearing and Grubbing

All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowing as required, except as provided below:

- (1) Removal of undisturbed stumps and roots and nonperishable solid objects with a minimum depth of one (1) meter below sub grade or slope of embankment will not be required.
- (2) In areas outside of the grading limits of cut and embankment areas, stumps and nonperishable solid objects shall be cut off not more than 150 mm (6 inches) above the ground line or low water level.
- (3) In areas to be rounded at the top of cut slopes, stumps shall be cut off flush with or below the surface of the final slope line.
- (4) Grubbing of pits, channel changes and ditches will be required only to the depth necessitated by the proposed excavation within such areas.
- (5) In areas covered by cogon / talahib, wild grass and other vegetations, top soil shall be cut to a maximum depth of 150 mm below the original ground surface or as designated by the Engineer, and disposed outside the clearing and grubbing limits as indicated in the typical roadway section.

Except in areas to be excavated, stump holes and other holes from which obstructions are removed shall be backfilled with suitable material and compacted to the required density.

If perishable material is burned, it shall be burned under the constant care of component watchmen at such times and in such a manner that the surrounding vegetation, other adjacent property, or anything designated to remain on the right of way will not be jeopardized. If permitted, burning shall be done in accordance with applicable laws, ordinances, and regulation.

The Contractor shall use high intensity burning procedures, (i.e., incinerators, high stacking or pit and ditch burning with forced air supplements) that produce intense burning with little or no visible smoke emission during the burning process. At the conclusion of each burning session, the fire shall be completely extinguished so that no smoldering debris remains.

In the event that the Contractor is directed by the Engineer not to start burning operations or to suspend such operations because of hazardous weather conditions, material to be burned

which interferes with subsequent construction operations shall be moved by the Contractor to temporary locations clear of construction operations and later, if directed by the Engineer, shall be placed on a designated spot and burned.

Materials and debris which cannot be burned and perishable materials may be disposed off by methods and at locations approved by the Engineer, on or off the project. If disposal is by burying, the debris shall be placed in layers with the material so disturbed to avoid nesting. Each layer shall be covered or mixed with earth material by the land-fill method to fill all voids. The top layer of material buried shall be covered with at least 300 mm (12 inches) of earth or other approved material and shall be graded, shaped and compacted to present a pleasing appearance. If the disposal location is off the project, the Contractor shall make all necessary arrangements with property owners in writing for obtaining suitable disposal locations which are outside the limits of view from the project. The cost involved shall be included in the unit bid price. A copy of such agreement shall be furnished to the Engineer. The disposal areas shall be seeded, fertilized and mulched at the Contractor's expense.

Woody material may be disposed off by chipping. The wood chips may be used for mulch, slope erosion control or may be uniformly spread over selected areas as directed by the Engineer. Wood chips used as mulch for slope erosion control shall have a maximum thickness of 12 mm (1/2 inch) and faces not exceeding 3900 mm² (6 square inches) on any individual surface area. Wood chips not designated for use under other sections shall be spread over the designated areas in layers not to exceed 75 mm (3 inches) loose thickness. Diseased trees shall be buried or disposed off as directed by the Engineer.

All merchantable timber in the clearing area which has not been removed from the right of way prior to the beginning of construction, shall become the property of the Contractor, unless otherwise provided.

Low hanging branches and unsound or unsightly branches on trees or shrubs designated to remain shall be trimmed as directed. Branches of trees extending over the roadbed shall be trimmed to give a clear height of 6 m (20 feet) above the roadbed surface. All trimming shall be done by skilled workmen and in accordance with good tree surgery practices.

Timber cut inside the area staked for clearing shall be felled within the area to be cleared.

100.2.3 Individual Removal of Trees or Stumps

Individual trees or stumps designated by the Engineer for removal and located in areas other than those established for clearing and grubbing and roadside cleanup shall be removed and disposed off as specified under Subsection 100.2.2 except trees removed shall be cut as nearly flush with the ground as practicable without removing stumps.

100.3 Method of Measurement

Measurement will be by one or more of the following alternate methods:

1. Area Basis. The work to be paid for shall be the number of hectares and fractions thereof acceptably cleared and grubbed within the limits indicated on the Plans or as may be adjusted in field staking by the Engineer. Areas not within the clearing

and grubbing limits shown on the Plans or not staked for clearing and grubbing will not be measured for payment.

100.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 100.3, shall be paid for at the Contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities, which price and payment shall be full compensation for furnishing all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
100	Clearing and Grubbing	Square Meter

ITEM 101 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

101.1 Description

This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed off under other items in the Contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

101.2 Construction Requirements

101.2.1 General

The Contractor shall perform the work described above, within and adjacent to the roadway, on Government land or easement, as shown on the Plans or as directed by the Engineer. All designated salvable material shall be removed, without unnecessary damage, in sections or pieces which may be readily transported, and shall be stored by the Contractor at specified places on the project or as otherwise shown in the Special Provisions. Perishable material shall be handled as designated in Subsection 100.2.2 Nonperishable material may be disposed off outside the limits of view from the project with written permission of the property owner on whose property the material is placed. Copies of all agreements with property owners are to be furnished to the Engineer. Basements or cavities left by the structure removal shall be filled with acceptable material to the level of the surrounding ground and, if within the prism of construction, shall be compacted to the required density.

101.2.2 Removal of Existing Bridges, Culverts, and other Drainage Structures

All existing bridges, culverts and other drainage structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate traffic. The removal of existing culverts within embankment areas will be required only as necessary for the installation of new structures. Abandoned culverts shall be broken down, crushed and sealed or plugged. All retrieved culvert for future use as determined by the Engineer shall be carefully removed and all precautions shall be employed to avoid breakage or structural damage to any of its part. All sections of structures removed which are not designated for stockpiling or re-laying shall become the property of the Government and be removed from the project or disposed off in a manner approved by the Engineer.

Unless otherwise directed, the substructures of existing structures shall be removed down to the natural stream bottom and those parts outside of the stream shall be removed down to at least 300 mm (12 inches) below natural ground surface. Where such portions of existing structures lie wholly or in part within the limits for a new structure, they shall be removed as necessary to accommodate the construction of the proposed structure.

Steel bridges and wood bridges when specified to be salvaged shall be carefully dismantled without damaged. Steel members shall be match marked unless such match marking is waived by the Engineer. All salvaged material shall be stored as specified in Subsection 101.2.1.

Structures designated to become the property of the Contractor shall be removed from the right-of-way.

Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to placing the new work, unless otherwise provided in the Special Provisions.

101.2.3 Removal of Pipes Other than Pipe Culverts

Unless otherwise provided, all pipes shall be carefully removed and every precaution taken to avoid breakage or damaged. Pipes to be relaid shall be removed and stored when necessary so that there will be no loss of damage before re-laying. The Contractor shall replace sections lost from storage or damage by negligence, at his own expense.

101.2.4 Removal of Existing Pavement, Sidewalks, Curbs, etc.

All concrete pavement, base course, sidewalks, curbs, gutters, etc., designated for removal, shall be:

- (1) Broken into pieces and used for riprap on the project, or
- (2) Broken into pieces, the size of which shall not exceed 300 mm (12 inches) in any dimension and stockpiled at designated locations on the project for use by the Government, or
- (3) Otherwise demolished and disposed off as directed by the Engineer. When specified, ballast, gravel, bituminous materials or other surfacing or pavement materials shall be removed and stockpiled as required in Subsection 101.2.1, otherwise such materials shall be disposed off as directed.

There will be no separate payment for excavating for removal of structures and obstructions or for backfilling and compacting the remaining cavity.

101.3 Method of Measurement

When the Contract stipulates that payment will be made for removal of obstructions on lump-sum basis, the pay item will include all structures and obstructions encountered within the roadway. Where the contract stipulates that payment will be made for the removal of specific items on a unit basis, measurement will be made by the unit stipulated in the Contract.

Whenever the Bill of Quantities does not contain an item for any aforementioned removals, the work will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor under other Contract Items.

101.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 101.3, shall be paid for at the Contract unit price or lump sum price bid for each of the Pay Items listed below that is included in the Bill of Quantities which price and payment shall be full compensation for removing and disposing of obstructions, including materials, labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item. The price shall also include backfilling, salvage of materials removed, their custody, preservation, storage on the right-of-way and disposal as provided herein.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
101(3)b1	Demolition	Cubic Meter

ITEM 404 – REINFORCING STEEL

404.1 Description

This Item shall consist of furnishing, bending, fabricating and placing of steel reinforcement of the type, size, shape and grade required in accordance with this Specification and in conformity with the requirements shown on the Plans or as directed by the Engineer.

404.2 Material Requirements

Reinforcing steel shall meet the requirements of item 710, Reinforcing Steel and Wire Rope.

4.4.3 Construction Requirements

404.3.1 Order Lists

Before materials are ordered, all order lists and bending diagrams shall be furnished by the Contractor, for approval of the Engineer. The approval of order lists and bending diagrams by the Engineer shall in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams. Any expense incident to the revisions of materials furnished in accordance with such lists and diagrams to make them comply with the Plans shall be borne by the Contractor.

404.3.2 Protection of Material

Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, detrimental rust, loose scale, paint, grease, oil, or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel specified.

404.3.3 Bending

All reinforcing bars requiring bending shall be cold-bent to the shapes shown on the Plans or required by the Engineer. Bars shall be bent around a circular pin having the following diameters (D) in relation to the diameter of the bar (d):

Nominal diameter, d, mm	Pin diameter (D)
10 to 20	6d
25 to 28	8d
32 and greater	10d

Bends and hooks in stirrups or ties may be bent to the diameter of the principal bar enclosed therein.

404.3.4 Placing and Fastening

All steel reinforcement shall be accurately placed in the position shown on the Plans or required by the Engineer and firmly held there during the placing and setting of the concrete. Bars shall be tied at all intersections except where spacing is less than 300mm in each direction, in which case, alternate intersections shall be tied. Ties shall be fastened on the inside.

Distance from the forms shall be maintained by means of stays, blocks, ties, hangers, or other approved supports, so that it does not vary from the position indicated on the Plans by more than 6mm. Blocks for holding reinforcement from contact with the forms shall be precast mortar blocks of approved shapes and dimensions. Layers of bars shall be separated by precast mortar blocks or by other equally suitable devices. The use of pebbles, pieces of broken stone or brick, metal pipe and wooden blocks shall not be permitted. Unless otherwise shown on the Plans or required by the Engineer, the minimum distance between bars shall be 40mm. Reinforcement in any member shall be placed and then inspected and approved by the Engineer before the placing of concrete begins. Concrete placed in violation of this provision may be rejected and removal may be required. If fabric reinforcement is shipped in rolls, it shall be straightened before being placed. Bundled bars shall be tied together at not more than 1.8m intervals.

404.3.5 Splicing

All reinforcement shall be furnished in the full lengths indicated on the Plans. Splicing of bars, except where shown on the Plans, will not be permitted without the written approval of the Engineer. Splices shall be staggered as far as possible and with a minimum separation of not less than 40 bar diameters. Not more than one-third of the bars may be spliced in the same cross-section, except where shown on the Plans.

Unless otherwise shown on the Plans, bars shall be lapped a minimum distance of:

Splice Type	Grade 40 min. lap	Grade 60 min. lap	But not less than
Tension	24 bar dia	36 bar dia	300 mm
Compression	20 bar dia	24 bar dia	300 mm

In lapped splices, the bars shall be placed in contact and wired together. Lapped splices will not be permitted at locations where the concrete section is insufficient to provide minimum clear distance of one and one-third the maximum size of coarse aggregate between the splice and the nearest adjacent bar. Welding of reinforcing steel shall be done only if detailed on the Plans or if authorized by the Engineer in writing. Spiral reinforcement shall be spliced by lapping at least one and a half turns or by butt welding unless otherwise shown on the Plans.

404.3.6 Lapping of Bar Mat

Sheets of mesh or bar mat reinforcement shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The overlap shall not be less than one mesh in width.

404.4 Method of Measurement

The quantity of reinforcing steel to be paid for will be the final quantity placed and accepted in the completed structure.

No allowance will be made for tie-wires, separators, wire chairs and other material used in fastening the reinforcing steel in place. If bars are substituted upon the Contractor's request and approved by the Engineer and as a result thereof more steel is used than specified, only the mass specified shall be measured for payment.

No measurement or payment will be made for splices added by the Contractor unless directed or approved by the Engineer.

When there is no item for reinforcing steel in the Bill of Quantities, costs will be considered as incidental to the other items in the Bill of Quantities.

404.5 Basis of Payment

The accepted quantity, measured as prescribed in Section 404.4, shall be paid for at the contract unit price for Reinforcing Steel which price and payment shall be full compensation for furnishing and placing all materials, including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
404	Reinforcing Steel	Kilogram

ITEM 405 – STRUCTURAL CONCRETE

405.1 Description

405.1.1 Scope

This Item shall consist of furnishing, bending, placing and finishing concrete in all structures except pavements in accordance with this Specification and conforming to the lines, grades, and dimensions shown on the Plans. Concrete shall consist of a mixture of Portland Cement, fine aggregate, coarse aggregate, admixture when specified, and water mixed in the proportions specified or approved by the Engineer.

405.1.2 Classes and Uses of Concrete

Five classes of concrete are provided for in this Item, namely: A, B, C, P and Seal. Each class shall be used in that part of the structure as called for on the Plans.

The classes of concrete will generally be used as follows:

Class A – All superstructures and heavily reinforced substructures. The important parts of the structure included are slabs, beams, girders, columns, arch ribs, box culverts, reinforced abutments, retaining walls, and reinforced footings.

Class B – Footings, pedestals, massive pier shafts, pipe bedding, and gravity walls, unreinforced or with only a small amount of reinforcement.

Class C – Thin reinforced sections, railings, precast R.C. piles and cribbing and for filler in steel grid floors.

Class P – Prestressed concrete structures and members.

Seal – Concrete deposited in water.

405.2 Material Requirements

405.2.1 Portland Cement

It shall conform to all the requirements of Subsection 311.2.1.

405.2.2 Fine Aggregate

It shall conform to all the requirements of Subsection 311.2.2.

405.2.3 Coarse Aggregate

It shall conform all the requirements of Subsection 311.2.3 except that gradation shall conform to Table 405.1.

Table 405.1 – Grading Requirements for Coarse Aggregate

Sieve Designation		Mass Percent Passing				
Standard Mm	Alternate US Standard	Class A	Class B	Class C	Class P	Class Seal
63	2-1/2"		100			
50	2"	100	95 – 100			
37.5	1-1/2"	95 – 100	-			100
25	1"	-	35 – 70		100	95 – 100
19.0	3/4"	35 – 70	-	100	95 – 100	-
12.5	1/2"	-	10 – 30	90 – 100	-	25 – 60
9.5	3/8"	10 – 30	-	40 – 70	20 – 55	-
4.75	No.4	0 - 5	0 - 5	0 – 15*	0 – 10*	0 – 10*

* The measured cement content shall be within plus (+) or minus (-) 2 mass percent of the design cement content.

405.2.4 Water

It shall conform to the requirements of Subsection 311.2.4

405.2.5 Reinforcing Steel

It shall conform to the requirements of Item 710, Reinforcing Steel and Wire Rope.

405.2.6 Admixtures

Admixtures shall conform to the requirements of Subsection 311.2.7

405.2.7 Curing Materials

Curing materials shall conform to the requirements of Subsection 311.2.8.

405.2.8 Expansion Joint Materials

Expansion joint materials shall be:

1. Preformed Sponge Rubber and Cork, conforming to AASHTO M 153.
2. Hot-Poured Elastic Type, conforming to AASHTO M 173.
3. Preformed Fillers, conforming to AASHTO M 213.

405.2.9 Elastomeric Compression Joint Seals

These shall conform to AASHTO M 220.

405.2.10 Elastomeric Bearing Pads

These shall conform to AASHTO M 251 or Item 412 – Elastomeric Bearing Pads.

405.2.11 Storage of Cement and Aggregates

Storage of cement and aggregates shall conform to all the requirements of Subsection 311.2.10.

405.3 Sampling and Testing of Structural Concrete

As work progresses, at least one (1) sample consisting of three (3) concrete cylinder test specimens, 150 x 300mm (6 x 12 inches), shall be taken from each seventy- five (75) cubic meters of each class of concrete or fraction thereof placed each day.

Compliance with the requirements of this Section shall be determined in accordance with the following standard methods of AASHTO:

Sampling of fresh concrete	T 141
Weight per cubic metre and air content (gravi- Metric) of concrete	T 121
Sieve analysis of fine and coarse aggregates	T 27
Slump of Portland Cement Concrete	T 119
Specific gravity and absorption of fine aggregate	T 84

Tests for strength shall be made in accordance with the following:

Making and curing concrete compressive and flexural tests specimens in the field	T 23
Compressive strength of molded concrete Cylinders	T 22

405.4 Production Requirements

405.4.1 Proportioning and Strength of Structural Concrete

The concrete materials shall be proportioned in accordance with the requirements for each class of concrete as specified in Table 405.2, using the absolute volume method as outlined in the

American Concrete Institute (ACI) Standard 211.1. “Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete”. Other methods of proportioning may be employed in the mix design with prior approval of the Engineer. The mix shall either be designed or approved by the Engineer. A change in the source of materials during the progress of work may necessitate a new mix design.

The strength requirements for each class of concrete shall be as specified in Table 405.2.

Table 405.2 - Composition and Strength of Concrete for Use in Structures

Class Of Concrete	Minimum Cement Content Per m ³ kg (bag**)	Maximum Water/Cement Ratio kg/kg	Consistency Range in Slump mm (inch)	Designated Size of Coarse Aggregate Square Opening Std. mm	Minimum Compressive Strength of 150x300mm Concrete Cylinder Specimen at 28 days, MN/m ² (psi)
A	360 (9 bags)	0.53	50 – 100 (2 – 4)	37.5 – 4.75 (1-1/2” – No. 4)	20.7 (3000)
B	320 (8 bags)	0.58	50 – 100 (2 – 4)	50 – 4.75 (2” – No. 4)	16.5 (2400)
C	380 (9.5 bags)	0.55	50 – 100 (2 – 4)	12.5 – 4.75 (1/2” – No. 4)	20.7 (3000)
P	440 (11 bags)	0.49	100 max. (4 max.)	19.0 – 4.75 (3/4” – No. 4)	37.7 (5000)
Seal	380	0.58	100 – 200	25 – 4.75	20.7

	(9.5 bags)		(4 - 8)	(1" – No. 4)	(3000)
--	------------	--	---------	--------------	--------

* The measured cement content shall be within plus or minus 2 mass percent of the design cement content.

** Based on 40 kg/bag

405.4.2 Consistency

Concrete shall have a consistency such that it will be workable in the required position. It shall be of such a consistency that it will flow around reinforcing steel but individual particles of the coarse aggregate when isolated shall show a coating of mortar containing its proportionate amount of sand. The consistency of concrete shall be gauged by the ability of the equipment to properly place it and not by the difficulty in mixing and transporting. The quantity of mixing water shall be determined by the Engineer and shall not be varied without his consent. Concrete as dry as it is practical to place with the equipment specified shall be used.

405.4.3 Batching

Measuring and batching of materials shall be done at a batching plant.

1. Portland Cement

Either sacked or bulk cement may be used. No fraction of a sack of cement shall be used in a batch of concrete unless the cement is weighed. All bulk cement shall be weighed on an approved weighing device. The bulk cement weighing hopper shall be properly sealed and vented to preclude dusting operation. The discharge chute shall not be suspended from the weighing hopper and shall be so arranged that cement will neither be lodged in it nor leak from it.

Accuracy of batching shall be within plus (+) or minus (-) 1 mass percent.

2. Water

Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not more than 1 percent.

3. Aggregates

Stockpiling of aggregates shall be in accordance with Subsection 311.2.10. All aggregates whether produced or handled by hydraulic methods or washed, shall be stockpiled or binned for draining for at least 12 hours prior to batching. Rail shipment requiring more than 12 hours will be accepted as adequate binning only if the car bodies permit free drainage. If the aggregates contain high or non-uniform moisture content, storage or stockpile period in excess of 12 hours may be required by the Engineer.

Batching shall be conducted as to result in a 2 mass percent maximum tolerance for the required materials.

4. Bins and Scales

The batching plant shall include separate bins for bulk cement, fine aggregate and for each size of coarse aggregate, a weighing hopper, and scales capable of determining accurately the mass of each component of the batch.

Scales shall be accurate to one-half (0.5) percent throughout the range used.

5. Batching

When batches are hauled to the mixer, bulk cement shall be transported either in waterproof compartments or between the fine and coarse aggregate. When cement is placed in contact with moist aggregates, batches will be rejected unless mixed within 1-1/2 hours of such contact. Sacked cement may be transported on top of the aggregates.

Batches shall be delivered to the mixer separate and intact. Each batch shall be dumped cleanly into the mixer without loss, and, when more than one batch is carried on the truck, without spilling of material from one batch compartment into another.

6. Admixtures

The Contractor shall follow an approved procedure for adding the specified amount of admixture to each batch and will be responsible for its uniform operation during the progress of the work. He shall provide separate scales for the admixtures which are to be proportioned by weight, and accurate measures for those to be proportioned by volume. Admixtures shall be measured into the mixer with an accuracy of plus or minus three (3) percent.

The use of Calcium Chloride as an admixture will not be permitted.

405.4.4 Mixing and Delivery

Concrete may be mixed at the site of construction, at a central point or by a combination of central point and truck mixing or by a combination of central point mixing and truck agitating. Mixing and delivery of concrete shall be in accordance with the appropriate requirements of AASHTO M 157 except as modified in the following paragraphs of this section, for truck mixing or a combination of central point and truck mixing or truck agitating. Delivery of concrete shall be regulated so that placing is at a continuous rate unless delayed by the placing operations. The intervals between delivery of batches shall not be so great as to allow the concrete in place to harden partially, and in no case shall such an interval exceed 30 minutes.

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

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

For batch mixing at the site of construction or at a central point, a batch mixer of an approved type shall be used. Mixer having a rated capacity of less than a one-bag batch shall not be used. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity as shown on the manufacturer's standard rating plate on the mixer except that an overload up to 10 percent above the mixer's nominal capacity may be permitted, provided concrete test data for strength, segregation, and uniform consistency are satisfactory and provided no spillage of concrete takes place. The batch shall be so charge into the drum that a portion of the water shall enter in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Mixing time shall be measured from the time all materials, except water, are in the drum. Mixing time shall not be less than 60 seconds for mixers having a capacity of 1.5m³ or less. For mixers having a capacity greater than 1.5m³, the mixing time shall not be less than 90 seconds. If timing starts, the instant the skip reaches its maximum raised position, 4 seconds shall be added to the specified mixing time. Mixing time ends when the discharge chute opens.

The mixer shall be operated at the drum speed as shown on the manufacturer's name plate on the mixer. Any concrete mixed less than the specified time shall be discarded and disposed off by the Contractor at his own expenses.

The timing device on stationary mixers shall be equipped with a bell or other suitable warning device adjusted to give a clearly audible signal each time the lock is released. In case of failure of the timing device, the Contractor will be permitted to continue operations while it is being repaired, provided he furnishes an approved timepiece equipped with minute and second

hands. If the timing device is not placed in good working order within 24 hours, further use of the mixer will be prohibited until repairs are made.

Retempering concrete will not be permitted. Admixtures for increasing the workability, for retarding the set, or for accelerating the set or improving the pumping characteristics of the concrete will be permitted only when specifically provided for in the Contract, or authorized in writing by the Engineer.

1. Mixing Concrete: General

Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

All concrete shall be mixed in mechanically operated mixers. Mixing plant and equipment for transporting and placing concrete shall be arranged with an ample auxiliary installation to provide a minimum supply of concrete in case of breakdown of machinery or in case the normal supply of concrete is disrupted. The auxiliary supply of concrete shall be sufficient to complete the casting of a section up to a construction joint that will meet the approval of the Engineer.

Equipment having components made of aluminum or magnesium alloys, which would have contact with plastic concrete during mixing, transporting or pumping of Portland Cement concrete, shall not be used.

Concrete mixers shall be equipped with adequate water storage and a device of accurately measuring and automatically controlling the amount of water used.

Materials shall be measured by weighing. The apparatus provided for weighing the aggregates and cement shall be suitably designed and constructed for this purpose. The accuracy of all weighing devices except that for water shall be such that successive quantities can be measured to within one percent of the desired amounts. The water measuring device shall be accurate to plus or minus 0.5 mass percent. All measuring devices shall be subject to the approval of the Engineer. Scales and measuring devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the entire plant is running, the scale reading at cut-off shall not vary from the weight designated by the Engineer more than one mass percent for cement, 1-1/2 mass percent for any size of aggregate, or one (1) mass percent for the total aggregate in any batch.

2. Mixing Concrete at Site

Concrete mixers may be of the revolving drum or the revolving blade type and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. The pick-up and throw-over blades of mixers shall be restored or replaced when any part or section is worn 20mm or more below the original height of the manufacturer's design. Mixers and agitators which have an accumulation of hard concrete or mortar shall not be used.

When bulk cement is used and volume of the batch is 0.5m³ or more, the scale and weigh hopper for Portland Cement shall be separate and distinct from the aggregate hopper or hoppers. The discharge mechanism of the bulk cement weigh hopper shall be interlocked against opening before the full amount of cement is in the hopper. The discharging mechanism shall also be interlocked against opening when the amount of cement in the hopper is underweight by more than one (1) mass percent or overweight by more than 3 mass percent of the amount specified.

When the aggregate contains more water than the quantity necessary to produce a saturated surface dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregate. All water shall be in the drum by the end of the first quarter of the specified mixing time.

Cement shall be batched and charged into the mixer so that it will not result in loss of cement due to the effect of wind, or in accumulation of cement on surface of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cement in the concrete mixture.

The entire content of a batch mixer shall be removed from the drum before materials for a succeeding batch are placed therein. The materials composing a batch except water shall be deposited simultaneously into the mixer.

All concrete shall be mixed for a period of not less than 1-1/2 minutes after all materials, including water, are in the mixer. During the period of mixing, the mixer shall operate at the speed for which it has been designed.

Mixers shall be operated with an automatic timing device that can be locked by the Engineer. The time device and discharge mechanics shall be so interlocked that during normal operation no part of the batch will be charged until the specified mixing time has elapsed.

The first batch of concrete materials placed in the mixer shall contain a sufficient excess of cement, sand, and water to coat inside of the drum without reducing the required mortar content of the mix. When mixing is to cease for a period of one hour or more, the mixer shall be thoroughly cleaned.

3. Mixing Concrete at Central Plant

Mixing at central plant shall conform to the requirements for mixing at the site.

4. Mixing Concrete in Truck

Truck mixers, unless otherwise authorized by the Engineer, shall be of the revolving drum type, water-tight, and so constructed that the concrete can be mixed to insure a uniform distribution of materials throughout the mass. All solid materials for the concrete shall be accurately measured and charged into the drum at the proportioning plant. Except as subsequently provided, the truck mixer shall be equipped with a device by which the quantity of water added can be readily verified. The mixing water may be added directly to the batch, in which case a tank is not required. Truck mixers may be required to be provided with a means of which the mixing time can be readily verified by the Engineer.

The maximum size of batch in truck mixers shall not exceed the minimum rated capacity of the mixer as stated by the manufacturer and stamped in metal on the mixer. Truck mixing, shall, unless other-wise directed be continued for not less than 100 revolutions after all ingredients, including water, are in the drum. The mixing speed shall not be less than 4 rpm, nor more than 6 rpm.

Mixing shall begin within 30 minutes after the cement has been added either to the water or aggregate, but when cement is charged into a mixer drum containing water or surface wet aggregate and when the temperature is above 32°C, this limit shall be reduced to 15 minutes. The limitation in time between the introduction of the cement to the aggregate and the beginning of the mixing may be waived when, in the judgement of the Engineer, the aggregate is sufficiently free from moisture, so that there will be no harmful effects on the cement.

When a truck mixer is used for transportation, the mixing time specified in Subsection 405.4.4 (3) at a stationary mixer may be reduced to 30 seconds and the mixing completed in a truck mixer. The mixing time in the truck mixer shall be as specified for truck mixing.

5. Transporting Mixed Concrete

Mixed concrete may only be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturers of the equipment

as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable point for adequate placement and consolidation in place.

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity. They shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point.

The rate of discharge of mixed concrete from truck mixers or agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within one hour, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete or when the temperature of the concrete is 30°C, or above, a time less than one hour will be required.

6. Delivery of Mixed Concrete

The Contractor shall have sufficient plant capacity and transportation apparatus to insure continuous delivery at the rate required. The rate of delivery of concrete during concreting operations shall be such as to provide for the proper handling, placing and finishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be such as will facilitate placing of the minimum handling.

405.5 Method of Measurement

The quantity of structural concrete to be paid for will be the final quantity placed and accepted in the completed structure. No deduction will be made for the volume occupied by pipe less than 100mm (4 inches) in diameter or by reinforcing steel, anchors, conduits, weep holes or expansion joint materials.

405.6 Basis of Payment

The accepted quantities, measured as prescribed in Section 405.5, shall be paid for at the contract unit price for each of the Pay Item listed below that is included in the Bill of Quantities.

Payment shall constitute full compensation for furnishing, placing and finishing concrete including all labor, equipment, tools and incidentals necessary to complete the work prescribed in the item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
405 (1)	Structural Concrete, Class A	Cubic Meter

ITEM 1002 - PLUMBING

1002.1 Description

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

1002.2 Material Requirements

All piping materials, fixtures and appliances fitting accessories whether specifically mentioned or not but necessary to complete this item shall be furnished and installed.

1002.2.1 Cast Iron Soil Pipes and Fittings

- a. Pipes and fitting materials shall comply with the specification requirements defined in PNS/SAO 4-: 1974. The material and standards of manufacture are herein described:
 1. Cast Iron - the casting shall be made of gray iron which shall be sound, free from cracks, sand and blow holes. They shall be uniformly low hardness that permits drilling and cutting by ordinary methods. Pipes and fittings shall be true to pattern and of compact closed grained structure.
 2. Quality of Iron – the iron shall be made by the cupola, air furnace, electric furnace or other processes which shall be checked by regular chemical and physical control test. The result shall be gray iron of good quality.
 3. Manufacture – the pipes shall be made with hub and spigot ends or hub ends only. All hubs for pipes and fitting shall be provided with held lead grooves and all spigot ends shall be made with beads or plain if machine cast centrifugally. Pugs shall be wrought or cast, machined to the dimension required and shall be free from defects.
 4. Freedom from defects – pipes and fittings shall be true, smooth and cylindrical, their inner and outer surfaces being as nearly concentric as practicable. They shall be in all aspects, sound and good casting free from laps, pin holes or other imperfections and shall be neatly dressed and carefully fettled. The ends shall be finished reasonably square to their axes.

- b. Clean-outs shall be made of heavy cast brass ferrule with counter sunk screw cover same diameter as the pipe except that they shall not be larger than 100mm diameter.
- c. Caulking lead shall be of molten type peg lead conforming to specification requirements defined in ASTM B-29.
- d. Oakum shall be twisted or braided hemp or abaca fibers slightly impregnated with oil.

1002.2.2 Water Supply Pipes and Fittings

- a. Pipes shall be galvanized iron pipe schedule 40 conforming to specification requirements defined in ASTM A-120 with threaded connection. Under roads where necessary shall be suitably protected as shown on the Plans.

Fittings shall be malleable iron Type II, galvanized iron conforming to specification requirements defined in ASTM A338.

- b. Valves

Valves for water supply shall be bronze body with threaded ends rated 21.0 kg/cm. square. All valves shall be gate valves unless otherwise specified. Gate valves shall have solid wedge body and disc conforming to specification requirements defined in ASTM B-62. Globe valves shall have plug type discs with ferrule threaded ends and bronze body.

- c. Unions

Unions on ferrous pipe 50mm in diameter and smaller shall be malleable iron.

- d. Water Meter

Water meter where required to be furnished by the Contract shall be of the type tested and approved by MWSS.

1002.2.3 Approved Alternate Pipes and Fittings

Pipes and fittings for sanitary and potable water lines as approved alternate shall be Unplasticized Polyvinyl Chloride Pipes and Fittings (UPVC).

Pipes and fittings shall be made of virgin materials conforming to specification requirements define in ASTM D-2241 and PNS 65: 1986. Fitting shall be molded type and designed for solvent cement joint connection for water lines and rubber O-ring seal joint for sanitary lines.

1002.2.4 Septic Tank

The septic tank shall be provided as shown on the Plans including all pipe vents and fittings. The various construction materials such as concrete masonry work shall conform to the corresponding items of this Specification. Inlet and outlet pipes shall conform to the latest edition of the National Plumbing Code.

1002.2.5 Plumbing Fixtures and Fittings

All fittings and trimmings for fixtures shall be chromium-plated and polished brass unless otherwise approved. Exposed traps and supply pipes for fixtures shall be connected to the

roughing in, piping system at the wall unless otherwise indicated on the Plans. Built-in fixtures shall be watertight with provision of water supply and drainage outlet, fitting and trap seal. Unless otherwise specified, all plumbing fixtures shall be made of vitreous China complete with fittings.

- a. Water closet shall be vitreous China, free standing toilet combination, round front bottom outlet siphonic washdown bowl with extended rear self and closed coupled tank with cover complete with fittings and mounting accessories. Model make and color shall be submitted for approval prior to delivery at jobsite by the Engineer.
- b. Lavatory shall be vitreous China, wall-hung with rear overflow and cast-in soap dishes, pocket hanger with integral China brackets, complete with twin faucets, supply pipes, P-trap and mounting accessories. Where indicated on the Plans to be counter top model make and color shall be approved by the Engineer.
- c. Urinal shall be China vitreous, wall-hung wash-out urinal with extended shields and integral flush spreader, concealed wall-hanger pockets, 19mm top spud complete with fitting and mounting accessories. Model make and color shall be approved by the Engineer.

1002.2.6 Bathroom and Toilet Accessories

- a. Shower head and fitting shall be movable, cone type with escutcheon arm complete with stainless steel shower valve and control lever, all exposed surface to be chromium finish.
- b. Grab bars shall be made of tubular stainless-steel pipe provided with safety grip and mounting flange.
- c. Floor drain shall be made of stainless-steel beehive type, measuring 100 x 100mm, and provided with detachable stainless strainer, expanded metal lath type.
- d. Toilet paper holder shall be Vitreous China wall mounted. Color shall reconcile with the adjacent fixture and facing tiles.
- e. Soap holder shall be vitreous China wall mounted. Color shall reconcile with the adjacent tile works.
- f. Faucet(s) shall be made of stainless steel for interior use.
- g. Hose-bib(s) shall be made of bronze cast finish.

1002.2.7 Special Plumbing Fixtures

- a. Kitchen sink shall be made of stainless-steel self rimming, single compartment complete with supply fittings strainer traps, dual control lever and other accessories.
- b. Laboratory sink shall be made of cast iron metal with white porcelain finish with single compartment, flat rim ledge, 762mm x 533mm complete with supply fittings, strainer, trap and other accessories.
- c. Scrub-up sink shall be made of cast iron metal with white porcelain finish measuring 610mm x 610mm complete with supply fittings, strainer, trap, and wall mounting accessories.
- d. X-ray developing tank shall be made of cast iron white porcelain finish with three (3) compartment x-ray processing tank, drain plug, open standing drain, 19mm IPS inlet spud complete with stand and mounting accessories.

- e. Squat bowl(s) shall be vitreous china, wash down squat bowl with integral foot treads, pail flush type. Color, make and type to be approved by the Engineer.
- f. Grease traps shall be made of cast bronze with detachable cover and mounting accessories.

1002.2.8 Roof Drain, Downspout, Overflow Pipes and Steel Grating

The Contractors shall provide, fit and/or install necessary drains with strainers, where shown on the Plans. Each drain with strainer shall fit the size of the corresponding downspout (or roof leader) over which it is to be installed and in conformity with the following schedule:

- a. Scupper drains (for balconies, parapet) shall be made of bronze base with flashing. Flange threaded outlet and convex with integral flashing clamp bolted to flange.
- b. "Josam" type drains shall be made of bronze semi-dome with large area, flashing clamp and integral gravel stopper. To be used at roof decks, canopies, gutters, and elsewhere indicated on the Plans.
- c. Downspouts when enhanced in concrete, unless otherwise shown on the Plans shall be polyvinyl chloride (PVC). Whether indicated or specified to be cast iron or galvanizes iron the same shall meet the specification requirement as herein described.
- d. Overflow pipes shall be of galvanized iron pipe measuring at least 13mm diameter and spaced 200mm on center.
- e. Steel grating shall be made of wrought iron metals of design on shop drawings approved and surfaces to be coated with shop finish.

1002.2.9 Fire Protection System

- a. Fire hose cabinets shall be locally available consisting of 38mm diameter valve hose rack with nipple 30mm rubber lined hose cable with standing 4268 kg/cm, square, nozzle 38mm diameter brass, chromium plated.
- b. Fire standing pipe system shall consist of risers and hose valves. Pipes shall be extra black iron. Vales to be high grade cast bronze mounted withstanding 79.40kg. working pressure as indicated on the Plans.
- c. Fire extinguisher shall be portable, suitable for class A, B, C fires, mounted inside cabinet. Cabinet shall be full flush mounting door with aluminum trim for glass plate, frame and box shall be made of gauge 14 galvanized iron sheet with white interior and red exterior baked enamel finish over primer. Cabinet to be wall mounted and size to be able to accommodate the defined components.
- d. Yard hydrant were shown on the Plans shall match the integrated Fire Department requirements. Outlets shall be single 63mm diameter gate valves with chain connected caps.

1002.2.10 Built-in appliances such as urinal trough, lavatory and slope sink shall be made as indicated on the Plans, exposed surfaces to be tile wainscoting complete with accessories required as practiced in this trade.

1002.3 Construction Requirements

The Contractor before any installation work is started shall carefully examine the Plans and shall investigate actual structural and finishing work condition affecting all his work. Where actual condition necessitates a rearrangement of the approved pipe layout, the Contractor shall prepare Plan(s) of the proposed pipe layout for approval by the Engineer.

1002.3.1 Installation of Soil, Waste, Drain and Vent Pipe

- a. All cast iron soil and drainage pipes shall be pitch 6 mm per 300 mm but in no case flatter than 3mm per 300mm.
- b. Horizontal lines shall be supported by well secured length heavy strap hangers. Vertical lines shall be secured strongly by hooks to the building frame and a suitable brackets or chairs shall be provided at the floor from which they start.
- c. All main vertical soil and waste stacks shall be extended full size to and above the roof line to act as vents, except otherwise indicated on the Plans.
- d. Vent pipes on roof spaces shall be run as close as possible to underside of roof with horizontal piping pitched down to stacks without forming traps. Vertical vent pipes may be connected into one main vent riser above the highest vented fixtures.
- e. Where an end or circuit vent pipe from any fixtures is connected to a vent line serving other fixtures, the connections shall be at least 1.20 m above the floor on which the fixtures are located.
- f. Horizontal waist line receiving the discharge from two or more fixtures shall be provided with end vents unless separate venting of fixtures is noted on the Plans.
- g. All changes on pipe sizes on soil and waste lines shall be made with reducing fittings or recessed reducers. All changes in directions shall be made by appropriate use of 45 degrees wyes, half wyes, long sweep quarter bends or elbows may be used in soil and waste lines where the change in the direction of flow is from the horizontal to the vertical and on the discharge from waste closets. Where it becomes necessary to use short radius fittings in other locations the approval of the Engineer shall be obtained prior to installation of the same.
- h. All joints of cast iron pipes in bell and spigot shall be firmly packed with oakum or hemp or caulked with pig at least 25 mm deep.
- i. Cleanouts at the bottom of each soil stack, waste stack, interior down spout and where else indicated shall be the same size as the pipe up to and including 102 mm, 152 mm, for larger pipes.

Cleanouts on floors shall be cast iron ferrule caulked into cast hub and fitted with cast brass screw plug flush with floor. Cleanouts for threaded pipes shall be installed at the foot of soil, waste and drain stacks and on each building drain outside the building.
- j. Vent pipe shall be flashed and made water tight at the roof with ferrule lead sheet. Flushing shall be turned down into pipes.
- k. Each fixture and place of equipment requiring connection to the drainage system except fixtures with continuous waste shall be equipped with a trap. Each trap shall be placed as near to the fixture as possible. Traps installed on threaded pipe shall be recessed drainage pattern.

1. Overhead horizontal runs of pipes shall be hung with adjustable wrought iron pipe hanger spaced not over 3.04 m apart except hub and spigot soil pipe which shall have hanger spaced not over 1.50 m apart and located near a hub.

1002.3.7 Inspection, Warranty Test and Disinfection

All pipes, fittings, traps, fixtures, appurtenances and equipment of the plumbing and drainage system shall be inspected and approved by the Engineer to ensure compliance with all requirements of all Codes and Regulations referred to in this Specification.

1002.3.7.1 Drainage System Test

- a. The entire drainage and venting system shall have all necessary openings which can be plugged to permit the entire system to be filled with water to the level of the highest stack vent above the roof.
- b. The system shall hold this water for a full 30 minutes during which time there shall be no drop greater than 102 mm.
- c. Where only a portion of the system is to be tested, the test shall be conducted in the same manner as described for the entire system except that a vertical stack 3.00 m highest horizontal line to be tested may be installed and filled with water to maintain sufficient pressure or water pump may be used to supply the required pressure.
- d. If and when the Engineer decides that an additional test is needed, such as an air to smoke test on the drainage system, the Contractor shall perform such test without any additional cost.

1002.3.7.2 Water Test on System

- a. Upon completion of roughing-in and before connecting fixtures the entire cold water piping system shall be tested at a hydrostatic pressure 1 ½ times the expected working pressure in the system during the operation and remained tight and leak-proofed.
- b. Where piping system is to be concealed the piping system shall be separately in manner similar to that described for the entire system and in the presence of the Engineer or his duly designated representative.

1002.3.7.3 Defective Work

- a. All defected materials replaced and tested will be repeated until satisfactory performance is attained.
- b. Any material replaced for the satisfactory performance of the system made shall be at the expense of the Contractor.
- c. Caulking of screwed joints or holes will not be permitted.

1002.3.7.4 Disinfection

- a. The entire water distribution system shall be thoroughly flushed and treated with chlorine before it is operated for public use.

- b. Disinfection materials shall be liquid chlorine or hypochlorite and shall be introduced in a manner approved as practiced or approved by the Engineer into the water distribution system.
- c. After a contact period of not less than sixteen hours, the heavily chlorinated water shall be flushed from the system with potable water.
- d. Valves for the water distribution system shall be opened and closed several times during the 16 hours chlorination treatment is done.

1002.3.8 As-Built Drawings

Upon completion of the work, the Contractor shall submit two sets of prints with all as-built changes shown on the drawings in a neat workmanship manner. Such prints shall show changes or actual installation and conditions of the plumbing system in comparison with the original drawings.

1002.4 Method of Measurement

The work done under this item shall be quantified per length and/or number of units as provided in the Bill of Quantities, tested and accepted to the satisfaction of the Engineer.

1002.5 Basis of Payment

The quantified items, installed in place shall be the basis for payment, based from the unit bid price for which prices and payments shall constitute full compensation including labor, materials and incidentals necessary to complete this item.

Payment shall be made:

Pay Item No.	Description	Unit of Measurement
1002.0	Fittings	Pieces
1002.0	Tapstands Fittings	Sets

ITEM 1600 – EXCAVATION

1600.1 Description

This item shall consist of a necessary excavation for removal of all foundation of materials of whatever nature encountered, including all obstructions of any nature that would interfere with the proper execution and completion of the work.

1600.2 Construction Requirements

1600.2.1 General

The removal of said materials shall conform to the lines and grades shown on the approved plans and Specifications. Unless otherwise provided, the entire construction site shall be stripped of all vegetation and debris and such materials shall be removed from the site prior to any performing excavation. The Contractor shall furnish, place and maintain all supports and shoring that may be required or the sides of the excavation, and all the pumping, ditching or other approved measures for the removal or exclusion of water, including taking care of storm water and waste water reaching the site of work from any source so as to prevent damage to the work and adjoining property.

The walls and all the faces of all excavation in which workers are exposed to danger from unstable ground shall be guarded by means of shoring system, sloping of the excavation, or some other acceptable methods. The Contractor shall furnish, install and maintain such seething, bracing, and etc., as may be necessary to protect the workers to prevent any movement of earth which could injure or delay the work or endanger adjacent structures. In excavation which may be workers may be required to enter, excavated or other materials shall be effectively stored and retained at least 600 mm or more from the edge of the excavation and trenching operations shall conform to any and all national, provincial and local safety requirements.

1600.2.2 Excavation Beneath Proposed Structures

Unless otherwise specified for a particular structure or ordered by the Engineer excavation shall be carried to the grade of the bottom of the footing or slab. Where shown or ordered, areas beneath proposed structures shall be over-excavated. After the required excavation or over-excavation has been completed, the exposed surface shall be scarified to the depth of 150 mm brought to optimum moisture content and rolled with heavy compaction equipment to one hundred percent (100%) of maximum density.

1600.2.3 Excavation Beneath Areas to be Paved

Excavation under areas to be paved shall extend to the bottom of the aggregate base, if such base is called for; otherwise, it shall extend to the bottom of paving. After the required excavation has been completed, the exposed surface shall be scarified brought to optimum moisture content, and rolled with heavy compaction equipment to one hundred percent (100%) of maximum density.

1600.2.4 Pipeline Trench Excavation

Unless otherwise shown on the approved Plans and Specifications or ordered by the Engineer, excavation for pipeline shall be open-cut trenches. The bottom trench, including any shoring shall have a minimum width equal to the outside diameter of the pipe plus 300 mm and a maximum width equal to the outside diameter of the pipe plus 600 mm except when otherwise shown or ordered by the designated/assigned Engineer, the bottom of the trench shall be excavated uniformly to the grade of the bottom of the pipe. The trench bottom shall be given a final trim using a string line for establishing grade, such that each pipe section when first laid will be wholly in contact with the ground or bedding along the extreme bottom of the pipe. Rounding the trench to form a cradle shall not be required. The maximum amount of open trench permitted at any one time and in one location shall be 300 meters or the length necessary to accommodate the number of pipes installed in one day, whichever is greater. Barricades and warning lights

satisfactory to the designated/assigned Engineer shall be provided and maintain for all trenches left open overnight except at intersections and driveways in which case heavy steel plates, adequately braced bridges or other type of crossing capable of supporting vehicular traffic shall be furnished as directed by the Engineer.

1600.2.5 Excavation in Lawn Areas

Where pipeline excavation occurs in lawn areas, the sod shall be carefully removed and stockpiled to preserved it for replacement. Excavated material shall be placed on the lawn provided a drop cloth or other suitable method is employed to protect the lawn from damage. The lawn shall not remain covered for more than 72 hours. Immediately after completion of backfilling and testing of the pipeline, the sod shall be replaced in a manner so as to restore the lawn as near as possible to its original condition.

1600.2.6 Rock Excavation

Rock excavation shall include removal and disposal of the following: (1) all boulders measuring .25 cubic meter or more on volume: (2) All rock material in ledges, bedding deposit and unstratified masses which cannot be removed without systematic drilling and blasting.

1600.2.7 Excavation Beneath Proposed Concrete Reservoir

After the reservoir area has been stripped of all vegetation and debris, as specified in subsection (1700.2.1), lawn and top soil from the top 600 mm of excavated soil shall be removed and stockpiled for possible later use as fill on or around the reservoir and for miscellaneous top soil. Excavation under the reservoir shall extend to the bottom of the drain dock layer. After such excavation had been completed, the exposed surface shall be rolled with heavy equipment to provide a reasonably smooth surface for placement of drain dock.

1600.3 Method of Measurement

The quantity to be paid for shall be the volume of the materials excavated in cubic metre calculated by multiplying the horizontal area of the bottom of the structure or open-cut trench by the average depth. The average depth shall be calculated from the finished surface of the grade shown on the drawing or the original ground level, whichever is the lowest.

1600.4 Basis of Payment

Payment for all work under this item shall be made at the contract unit price per cubic meter for earthwork which price and payment shall be full compensation for furnishing all materials, labor, equipment, tools and incidentals necessary to complete all work.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
1600(1)	Excavation Beneath Proposed Structures	Cubic Meter

ITEM 1601 - BACKFILL AND FILL

1601.1 Description

This item shall consist of all operations required to replace excavated and unsuitable materials to fill up depression to grade or to build up low areas in accordance with the approved Plans and Specifications.

1601.2 Material Requirements

The selected materials shall be free from grass, roots, brush, or other vegetation, or rocks having maximum dimension larger than 150 mm. Materials placed within 150 mm of any structure Or pipe shall be free from rocks or unbroken masses or earthly materials having maximum dimension larger than 75 mm.

1601.3 Construction Requirements

Backfill materials shall be laid in horizontal layers, not more than 200mm in thickness and compacted to 100 percent of maximum density and to be carried to the level of the surrounding ground or tot the lines and grades as shown on the drawings.

Backfill shall not be placed around or upon any structure until the structure has at lained sufficient strength to withstand the loads imposed. Special precaution shall be taken to prevent any wedging action against completed structures or facilities. In the course of filling, any sloped surface in the excavation around structure shall be "cut into" horizontally with every layer placed, in order to eliminate any wedge action.

Where the use of power-driven compacting equipment would not be practical, layers or materials shall be compacted by any other method which will produce the requirement for compaction.

1601.4 Method of Measurement

The quantity of backfill and fill materials to be paid for under this item shall be the volume which were actually placed and accepted and computed by the average end-area multiplied by total length.

1601.5 Basis of Payment

Payment for all work under this item shall be paid at the contract price per cubic metre for Backfill and Fill, which price and payment shall constitute full compensation for furnishing, hauling, depositing, compacting and leveling, tools and other incidentals necessary to complete the item of work.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
------------------------	--------------------	----------------------------

1601	Fill and Back fill	Cubic Meter
------	--------------------	-------------

ITEM 1602 – INSTALLATION OF PIPELINE

1602.1 Description

They shall consist of furnishing and installation of all pipes, fittings, closure pieces, bolts, nuts, gaskets, jointing materials and appurtenances as shown and specified on the drawings, and as required by the designated/assigned Engineer for a complete and workable piping system.

1602.2 Material Requirements

1602.2.1 Mortar Lined and Enamel or Mortar Coated Steel Pipe

1. General – Mortar lined and enamel or mortar coated steel pipe materials and method of manufacture of straight pipe and pipe specials shall conform to Federal Specification SS-P385a dated January 31,1964 and Ammendment-1 dated February 27,1968 (herein After referred to as “FED SPEC”), subject to the exception and supplemental requirements contained in the following subsections. The pipe, of the diameter and class shown, shall be furnished complete with rubber gaskets if required and all specials and bends shall be provided as shown. For pipe 350 mm in diameter and larger, the nominal diameter specified or shown shall be the inside diameter after lining. Pipes smaller than 350 mm in diameter may be furnished in standard outside diameters. Plate thickness specified or shown are nominal thickness. Shop drawings of all pipes and specials shall also be furnished.
2. Cement – cement shall conform to ASTM C 150 and shall be Type A for pipe linings and coatings.
3. Aggregate – aggregates shall conform to ASTM C33 to fine aggregates.
4. Cylinder material – cylinder material shall be fabricated from hot rolled carbon steel sheets or plates conforming to ASTM A570 Grade C,D or E, ASTM A283 Grade D; steel pipe conforming to ASTM A 139 Grade B; or if approved by the designated/assigned Engineer, high strength low-alloy steel conforming to ASTM A572 Grade 42.
5. Rubber gasket- where rubber gaskets are provided, they shall be continuous ring type, made of special composition rubber. The compound shall be of first grade natural crude, synthetic rubber or a suitable combination thereof. The gasket shall be so formed and cured as to be densed, homogenous, and have a smooth surface, free of blisters, pit and other imperfections. The gasket shall be of sufficient volume to fill substantially the recess provided when the joint is assembled and shall be the sole element depended upon to make the joint water tight. Gaskets shall be furnished with the pipe. The compound shall conform to the physical requirements listed below:

PHYSICAL REQUIREMENT	VALUE	FED. TEST METHOD STD. No. 601
Tensile Strength		
Natural Rubber	15.85 MPa	4111
Synthetic Rubber and Combination	14.47 MPa	4111
Ultimate Elongation, Percent min.		
Natural	500%	4121
Synthetic and Combination	425%	4121
Shore Durometer, Type A	40-65%	3021
Compression Set, percent Of Original Deflection		
Max.	20%	3111
Tensile strength after Aging percent of Original Tensile strength, min. (oxygen pressure test or air heat test)		
		7111*
	80%	7221**

* Time 48 hours temperature 70 degrees Centigrade (158 degrees F) 2.0 MPa

** 96 hours at 70 degrees Centigrade (156 degrees F)

6. Welded-Joints where welded joints are provided, weld bell type joints may be used, or the bell may be cut back, or filler rod added so as to permit field weld between the bell and the spigot joint rings.
7. Lining- Except where otherwise specified or shown, lining thickness shall be as follows, with a tolerance of plus or minus twenty-five percent (25%).

Nominal Pipe Diameter (mm)	Lining Thickness
Under 300	6.00
300 to 400	13.0
Over 400	19.0

8. Coating- The coating of the steel pipe shall be of coal tar enamel or cement mortar.

The pipe smaller than 450 mm diameter shall be factory coated with coal tar enamel and bonded asbestos felt wrap as specified in AWWA Standard for Coal Tar Protective coatings and Linings for Steel Water Pipelines-Enamel and Tape-Hot Applied (AWWA).

Pipe 450 diameter and larger, shall be factory coated with coal- tar enamel, fibrous glass mat and bonded asbestos felt wrap as specified in said AWWA Standard.

Coating materials and method of application shall conform to said AWWA Standard except where modified.

Except where otherwise specified or shown, coating thickness shall be 25 mm minimum. Mortar for pipe coating shall consist of one (1) part cement to not more than three (3) parts sand by weight.

9. Curing

The curing periods specified in the Federal Specification are minimum periods. Curing of the lining shall continue until the exterior coating is applied. The ends of the pipe shall be sealed with heavy plastic sheet during and between placement of the coating and the time the pipe is lowered into the trench. If pipe is stream-cured recorder charts showing temperature and duration of curing period.

10. Compressive Strength of Mortar

Cylinder shall be molded and tested in accordance with ASTM C39 or C109.

1602.2.2 Cast Iron Water Pipe

Bell and spigot cast iron pipe shall conform to the requirements of the following:

1. "Cast Iron Pipe Centrifugally Cast in metal Molds for Water or other Liquids" (AWWA C-106) or "Cast Iron Pipe Centrifugally Cast in Sand-Lined Molds for Water or other Liquids" (AWWA C-108), and as indicated in the Bid Schedules or
2. "ISO Recommendation R-13, Cast Iron Pipes, Special Castings and Cast-Iron Parts for Pressure Main Lines." The pipe shall be Class A, however, the hydrostatic test pressure shall be 350 MPa for all sizes.

1602.2.3 Asbestos- Cement Water Pipe

Asbestos-cement water pipe shall conform to the latest edition of the following specifications:

1. International Organization for Standardization (ISO) Recommendation R-160 "Asbestos-cement Pressure Pipe". Subject to the following additional requirements:
 - a. Classification Series II, Class 2.45 MPa
 - b. Internal Hydraulic Pressure Test: A test pressure of 2.45 MPa shall be applied to each length of pipe. The test shall be performed in accordance with ISO 160, clause 2.6.1 except that the application and maintenance of the test pressure may be in accordance with AWWA C-400. Section 5.2.2.1 at the manufacturer's option.

- c. Longitudinal bending Test: A longitudinal bending test shall be performed on each length of the pipe in sizes up to 200 mm diameter when the lengths exceed 3.0 m. The test shall be performed in accordance with the requirements of AWWA C-400 Section 5.2.3 Class 100.
- d. Transverse Crushing Test: A transverse crushing test shall be performed as specified in ISO R160. Clause 2.6.3. The number of test shall as specified in ISO Clause 4.2.3.
- e. Acceptance Test: The consignment shall be delivered with acceptance tests, as specified in ISO R 160 Section 4, subject to the additional requirements included herein.
- f. Manufacturer's Certificate: The manufacturer shall supply the owner with a certificate showing that the pipe has been tested in accordance with, and satisfies the requirements of the specification as modified herein.
- g. Pipe Joints: The tolerance on dimensions on pipe and couplings, as well as the dimensions and the specifications of rubber jointing rings, shall be such that an internal hydraulic pressure of 2.45 MPa can be maintained without leakage when the pipes are set at the maximum angular deviation indicated by the manufacturer of the pipe.

1602.2.4 PVC (PolyVinyl Chloride) Pipe

1. Pipe shall conform to the requirements of "AWWA Standard for Polyvinyl chloride (PVC) Pressure pipe", 100 mm through 300 mm diameter (AWWA C-900) and shall be pressure class 100 or 150 were shown on the drawings and as indicated in the Bid Schedule. The pipe shall have steel pipe equivalent or cast-iron equivalent outside dimensions and furnished with rubber ring gaskets joints.

Alternate outside diameter and wall thickness shown in the tabulation will be allowed for the specified pressure class.

1602.2.5 Polyethylene (PE) Plastic Pipe

1. Polyethylene pipe shall be manufactured from Type IV, Class C, Grade P34 extrusion compound as defined by ASTM D1248 with a hydrostatic design stress of 4.3 MPa. Alternate polyethylene pipe extrusion compound PE 3408 according to the Plastic Pipe Institute (PPI) with a hydrostatic design stress of 5.50 MPa may be used. All compound used shall be virgin plastic. Clean rework material from the manufacturer's own pipe production may be used so long as the original was virgin material and of the same type, class and grade as required above. The pipe shall meet the requirements of the National Sanitation Foundation for potable Water used as tested by the National Institute of Science and technology (NIST) or other testing laboratories and shall be made from non toxic, non-lead based plasticizer approved by the Project Engineer.
2. Pipe dimension when measured to the methods as described in ASTM D2122, polyethylene pipe shall conform to either of the following dimension depending on the type of extrusion compound used as stipulated above:

Extrusion Compound, Type IV, Class C
Grade P34 (according to ASTM D1248)

Nominal Size (mm)	Outside Diameter (mm)	Wall Thickness (min.)	Thickness mm (max.)
75	90	8.18	9.30
100	110	10.00	11.36
150	160	14.55	16.53
200	225	20.45	23.34

3. All Polyethylene pipes shall be rated for use with water at 23 degrees C and at a minimum working pressure of 1.10 MPa.
4. All PE pipes shall be clearly marked at interval not more than 1.0 linear meter with nominal size, type of material, manufacturer's trade name and production code.

1602.3 Construction Requirements

1602.3.1 Mortar Lines and Enamel or Mortar Coated Steel Pipe

1. Unless otherwise provided, the Contractor shall furnish and install all pipes, specials, fittings, closures, pieces, valves, supports, bolts, nuts, gaskets, jointing materials and all other appurtenances as shown and as required to provide a complete and workable installation. Where pipe support details are shown, the support shall conform thereto and shall be placed as indicated; provided that the support for all exposed piping shall be complete and adequate regardless of whether or not supporting devices are specifically shown. Concrete thrust blocks, anchor blocks or welded joints shall be provided at all junctions, changes in direction exceeding 11-1/2 degrees or where otherwise shown. At all times when the work of installing pipe is not in progress, all openings into the pipe and at the ends of the pipe in trenches or structures shall be kept tightly closed to prevent entrance of animals and foreign materials. The Contractor shall take all necessary precautions to prevent the pipe from floating due to water entering the trench from any source, shall assume full responsibility for any damages due to this cause and shall at his own expense restore and replace the pipe to its specified condition and grade if it is displaced due to floating. The Contractor shall maintain the inside of the pipe free from foreign materials and in a clean and sanitary condition until its acceptance by the Owner.
2. Trenches shall be in a reasonably condition when the pipe is laid. Necessary facilities including slings shall be provided for lowering and properly placing the pipe section in the trench without damage. The pipe sections shall be laid to the line and grade when shown and they shall be closely jointed to form a smooth flow line. Immediately before placing each section of pipe in final position for jointing, the bedding for the pipe shall be checked for firmness and uniformity of surface.

1602.3.2 Cast Iron Water Pipe

Cast iron and fitting shall be lined with cement mortar in accordance with the requirement of the “Standard for Installation of Cast Water Mains” (AWWA C-600).

1602.3.3 Asbestos-Cement Water Pipe

Asbestos-cement pipe shall be installed in accordance with the “Standard for Installation of Asbestos-cement Water Pipe” (AWWA C-603), except that the pipe shall not be laid using earth mounds.

Prior to installation, the asbestos-cement pipe and couplings and all rubber rings shall be inspected for damages and defects in materials and workmanship. All damaged or defective materials shall be rejected and removed from the job site.

Joint between asbestos-cement pipe to cast iron valves and fittings shall be sealed with rubber ring gaskets. After assembling the joint, the position of the rubber ring gaskets shall be located at even distance from the face of the valve or fitting, for the full circumference of the pipe.

1602.3.4 PVC (Polyvinyl Chloride) Pipe

After a section of a pipe has been lowered into the prepared trench and immediately before joining the pipe, the ends of the pipe to be joined shall be cleaned, and the rubber gasket lubricated, with a vegetable compound soap all in accordance with the pipe manufacturer’s instructions. Assembly of the pipe length shall be in accordance with the recommendation of the manufacturer of the type of the joint use. All special tools and appliances required for joining the pipe shall be provided by the Contractor. When cutting or machining of the pipe is necessary, only tools and methods recommended by the pipe manufacturer and approved by the Engineer shall be employed.

1602.3.5 PE (Polyethylene) Plastic Pipe

All PE pipes when supplied under the specification shall be joined employing either of the following methods:

Butt-Fusion

When pipe supplied under the specification are installed and joined by this method, the work shall be carried out only by well qualified personnel who adheres strictly to prescribed working conditions using tools and procedures recommended by the manufacturer and approved by the Engineer.

- a. Equipment- the equipment shall be as described in ASTM D-2657.
- b. General Procedure- The following procedures shall be followed when making butt-fusion joint:
 1. Wipe each pipe-end-clean, inside and outside to remove dirt, water, grease and other foreign material.
 2. Square the end of each pipe section to be fused using a fusing tool. Remove cuttings and burns from pipe ends.

3. Check line-up of pipe-ends in fusion machine to see that pipe ends meet squarely and completely over the entire surface to be fused. Two clamps should be used on each end of pipe to be fused for sizes 100 mm and above.
4. Insert the heater plate between the aligned pipe ends. Bring and hold the pipes ends in contact and allow pipe to heat and soften until a bead of molten plastic roll back from the ends. This bead will be about 1.5 mm to 5 mm back from the end of the pipe depending on size. Soften approximately 1.50 mm on all sizes up to 75 mm. On 75 mm to 150 mm heat to 5.0 mm. Softening can be judged by the appearance of the pipe end as the material softens. Both surfaces of the heater plate shall be cleaned and the temperature maintained at 246 degrees C to 260 degrees C (475 degrees F to 500 degrees F).
5. Carefully remove the pipe ends from the heater plate and remove the plate. If the softened material sticks to the heater plate, discontinue the joint. Clean heater plate, resquare pipe end and start over.
6. Bring the heated pipe ends together with the specified pressure to form a uniform double head about 3 mm to 5 mm wide around the entire circumference of the pipe.
7. Allow the joint to cool and solidify while maintaining the pressure for the specified time. Inspect the joint for a uniform non-porous appearance. If the joint appears faulty, cut the joint out and repeat the procedure.

1602.4 Method of Measurement

The quantity to be paid under this item shall be the length in meters of pipes in place completed and accepted, measured from end to end of the pipeline.

1602.5 Basis of Payment

The quantity determined as provided above, shall be paid for or the estimated price per metre for pipe actually installed and payment shall constitute full compensation for furnishing and installation of all pipes, fittings, closure pieces, bolts, nuts, gaskets, jointing materials and for all labor, equipment, tools and incidentals necessary to complete the work.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
1602(1)	Mortar Lined and Coated Steel Pipe (Pipe Laying Transmission Lines)	Linear Meter
1602(2)	Cast Iron Water Pipe (Pipe Laying Distribution Lines)	Linear Meter

ITEM 1603 - VALVES

1603.1 Description

This Item shall consist the furnishing and installation of valves required as shown on the Plans/Drawings and in accordance with this Specification.

1603.2 Material Requirements

Bronze/Brass gate, globe and check valves which are corrosion resistant shall conform to

Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS) MSS SP-42 Specification for Corrosion Resistant Gate, Globe, Angle and Check Valves with Flanged Butt Weld Ends. Valve stems shall be copper silicon alloy conforming to *American Society of Mechanical Engineers (ASME) ASTM B98M Specification for Copper-Silicon Alloy Rod, Bar and Shapes.* All valves shall be full line size. And valves with 50 mm or smaller sizes shall be threaded and have brass bodies, while valves larger than 50 mm shall be cast iron or brass bodies.

1603.2.1 Gate Valve

Gate valves with sizes 50 mm or smaller shall be bronze material with screwed-in bonnet, non-rising stem, solid wedge disc and threaded ends pressure rating PN20. And for valves with sizes larger than 50 mm, it shall be Iron Body Bronze Mounted (IBBM) valves, cast iron body bronze trim valves, with bolted bonnet, non-rising stem, solid wedge disc, flanged ends, and renewable seat rings. Each gate valve shall be a full-way type with working parts of non-corrosive material.

1603.2.2 Globe Valve

Composition of globe valves shall be bolted bonnets, guided faced disc, outside screw and yoke, and flanged ends. For valves sizes 50 mm or smaller it shall be brass material and for 51 mm or larger it shall be cast-iron or brass subject as what is shown on the approved Plans.

1603.2.3 Double Regulating Valve

Double regulating valve with sizes 50 mm or smaller shall be bronze material. For sizes 51 mm or larger, the valve shall be cast iron material. Valve shall be fitted with Ethylene Propylene Diene Monomer Rubber (EPDM) coated regulating disk, double regulating device and indicator, flanged in accordance with *British Standards (BS) 4504 PN16 Flanged Dimensions.* For inside screw, non-rising copper alloy stem with back seating feature shall be used.

1603.2.4 Check Valve

For double door type check valves, it shall have cast iron body, aluminum bronze or stainless steel disc, stainless steel spring and hinge pin, and butyl rubber sheet. For wafer style type check valves, it shall also have cast iron or semi-steel body, bronze disc, stainless steel spring, and butyl rubber sheet.

1603.2.5 Butterfly Valve

Composition of butterfly valve shall be cast iron or ductile iron for the body while bronze, aluminum-bronze or stainless steel for the disc. It will be Type 416 Stainless Steel for the stem and Ethylene Propylene Diene Monomer Class Rubber (EPDM) for the seat.

1603.2.6 Pressure Reducing Valve

For domestic water lines applications, pressure reducing valves shall be bronze material. For Fire Protection Systems, pressure reducing valves are separated in two (2) categories. Valves with 50 mm or smaller sizes shall be made of bronze while valves larger than 50 mm shall be cast iron material. For pressure reducing valve used as temperature and relief valve, either cast-iron or bronze material shall be used.

1603.2.7 Ball Valve

Ball valve sizes 50 mm or smaller shall have bronze or brass body, chromium plated or stainless-steel ball, steel handle with vinyl grip, and replaceable teflon seats. For sizes 51 mm or larger, valves shall have steel body, chrome or nickel-plated steel or stainless steel ball, replaceable teflon seats, steel stem and handle. Each ball valve shall be a full-way type with working parts of non-corrosive material.

1603.2.8 Float Valve

The valve shall have 'O' ring piston seals and resilient seated disk with dezincification resistant bronze fabricated approved solder and shall be hydraulically tested to ensure buoyancy and constructed in accordance with *BS 1968 Specification for Floats for Ball Valves*. Floats for valve sizes 80mm and above shall be made of copper.

1603.2.9 Automatic Air Valve

The body of automatic air valve shall be bronze material including the accessories complimentary to the valve subject on what is shown on the approved Plans.

1603.3 Construction Requirements

Valves shall be installed as specified herein and as shown on the drawings. All valves shall be newly manufactured and provided with a position indicator. Flanged valves may be raised or plain faced with serrated gasket surface. When operating out of a buried valve which is located more than 1.50 meters below the ground surface, extension shall be installed in the valve box. The bottom of the extension shall be securely fastened to the operating nut of the valve and the top of the extension shall be centered in the valve box. All valves 100 mm and larger mounted in excess of 2.15 m above the floor in mechanical rooms shall be equipped with chain operators, extend chains to within 2 m of floor. Arrows are used to indicate direction of flow on check, globe, non-return, and eccentric plug valves. A control valve shall be installed immediately ahead of each water supplied appliance and immediately ahead of each slip joint or non-metallic fixture supply or appliance supply. All required shutoff or control valves shall be accessible, a single control valve shall be installed on a water supply line ahead of any automatic metering valve which supplies a battery of fixtures. All materials shall conform to the applicable requirements of the American Society of Mechanical Engineers (ASME), American Society for Testing and Materials (ASTM) Manufacturer's Standardization Society of the Valve and Fittings Industry (MSS), and British Standards (BS) for valve installation as per approval of the Engineer.

1603.3.1 Gate Valve

Furnished gate valves 300 mm and smaller shall be designed for minimum nominal pressure PN16 non-shock water and gas working pressure or PN20 as specified. Valves 350 mm to 610 mm shall be designed to a minimum pressure PN10. All valves shall be in accordance with *ASME 81634 Standard for Valves - Flanged, Threaded, and Welding End* No gate valve shall be installed without the approval of the Engineer.

1603.3.2 Globe Valve

Globe valves shall be designed for minimum nominal pressure PN20 non-shock water. Globe valve sizes 50 mm or smaller shall also be designed for gas working pressure. Valves shall have union bonnets, integral seats, and renewable teflon discs. Valves shall permit disc and bonnet replacement without removing valves from piping. For sizes 51 mm or larger, valves shall be designed for nominal pressure PN16 water and gas working pressure. Discs and seats shall be renewable without removing valves from line. All valves shall be in accordance with *ASME 816.34 Standard for Valves - Flanged, Threaded, and Welding End* No globe valve shall be installed without the approval of the Engineer.

1603.3.3 Double Regulating Valve

Double regulating valve sizes 50 mm or smaller shall be designed for a nominal pressure PN20. It shall be composed of parabolic and slotted disk double regulating device, screwed bonnet, rising stem, hand wheel operated with micrometer style indicator. Double regulating valve with sizes 51 mm or larger shall be designed for a minimum pressure of PN16. All valves shall be in accordance with *ASME 816.34 Standard for Valves - Flanged, Threaded, and Welding End* No double regulating valve shall be installed without the approval of the Engineer.

1603.3.4 Check Valve

For water and gas application sizes 50 mm or smaller, check valves shall be designed for minimum nominal pressure PN20 non-shock water and gas working pressures. Valves shall have renewable discs, side plugs and re-grindable integral seats. Discs shall be renewable and seats shall be re-grindable without removing the valves from the line. For valves used for water application, sizes 51 mm or larger shall be silent type, spring loaded of the double door or wafer style. Valves shall be designed for minimum nominal pressure PN16 non-shock water working pressure. All valves shall be in accordance with *ASME 816.34 Standard for Valves - Flanged, Threaded, and Welding End*. No check valve shall be installed without the approval of the Engineer.

1603.3.5 Butterfly Valve

Butterfly valves shall be designed for minimum nominal pressure PN16 for water service. Valves shall have extended necks. Operator shall have 10-position lever lock for sizes 50 - 100 mm and totally enclosed and sealed worm gear actuators with 4 arm or wheel handle for sizes 150 mm and larger. Infinite adjustment and memory stop options shall be included. Valves shall be bi-directional suitable for drop-tight shut-off at full rated pressure with flow in either direction. All valves shall be in accordance with *ASME 816.34 Standard for Valves- Flanged, Threaded, and Welding End*. No butterfly valve shall be installed without the approval of the Engineer.

1603.3.6 Pressure Reducing Valves

1603.3.6.1 Domestic Water Lines

Pressure reducing valves shall be pilot-controlled, hydraulically operated, diaphragm type with a low by-pass capability. The low-flow by-pass capability shall be achieved by using balanced direct acting pressure reducing valve as an integral part of the main valve. At very low flows when the main valve is almost completely closed to prevent the possibility of cavitation, the direct acting valve shall by-pass the main valve and maintain flow.

The pressure reducing valves shall be suitable for maximum working pressure that exist within the system and downstream pressure should be site adjustable between 200,000 Pascal to 400,000 Pascal. Refer to the Plans or drawings for the locations at which pressure reducing valve shall be required.

1603.3.6.2 Fire Protection Services

When required for installation in the Fire Protection Systems, the Pressure Reducing Valve shall be direct acting and site adjustable type. The Pressure reducing valve shall be Underwriters Laboratories (UL) listed and Factory Manual (FM) approved.

1603.3.6.3 Domestic Water Temperature and Pressure Relief Valve

On hot water storage tanks, provide an ASME rated thermostatic, self-closing, temperature and pressure relief valve, located in the relief valve openings of tanks. Valve shall have a minimum thermal discharge capacity equal to the input capacity of the heater standard pressure setting of 600 kPa and standard temperature setting of 100 degrees Celcius. Relief valve pipe is needed to discharge to the floor drain.

1603.3.7 Ball Valve

Ball valves shall be non-blowout stem design. Quarter turn of handle shall fully open or close the valve. Handle position shall indicate whether valve is open or closed. Handle stops shall be a permanent integral part of the body. Valves with 50 mm or smaller sizes shall be standard port, 2-piece construction with screwed ends. Valves shall be designed for minimum nominal pressure PN25.

For sizes 51 mm or larger, valves shall be standard port with flanged ends. Valves shall be designed for minimum PN16 working pressure. Where required for installation in the fire protection system, the ball valves shall be FM approved. All valves shall be in accordance with *ASME 816.34 Standard for Valves - Flange, Threaded and Welding End*. No ball valve shall be installed without the approval of the Engineer.

1603.3.8 Float Valve

Float valves shall be installed as indicated in the drawings to provide consistent level control in reserve supply water storage tanks. The valve shall meet the requirements for air gaps and shall be constructed throughout in approved materials and shall prevent back phoning. Inlet

flow shall be co-axial with the piston movement, to ensure high discharge capacity and smooth, quiet operation. Bronze equilibrium float valves 80 mm and above shall be flanged end, flat faced and drilled to suit *EN 1092-1 Flange Dimensions* for PN16. Bronze equilibrium float valve up to 50 mm shall be screwed end parallel and shall be provided complete with back nut. Installation of Float Valve shall be as per manufacturer's recommendation approved by the Engineer.

1603.3.9 Automatic Air Valve

Automatic air valves shall have a bronze body with bolted cover and a 9 mm top outlet. They shall each incorporate a suitable float mounted on a stainless steel spindle terminating in needle valve for closure against a stainless steel seating at the outlet. For low pressure systems, the valve shall be provided with a test cock and a brazed float, but for medium and high pressure systems the float shall be of stainless steel.

Automatic air valves for low pressure systems shall incorporate an internal ball check valve at inlet to prevent air entry to the system. Automatic air valves for cold water services shall be to the approval of the local water authority. No automatic air valve shall be installed without the approval of the Engineer.

1603.3.10 Preparation and Installation of Valve

Provide valves at each piece of equipment to isolate equipment from its connection system. Locate valves as necessary to provide easy isolation and cleaning of strainers. Strainers shall be installed ahead of all automatic valves and elsewhere as indicated on the drawings. Provide a ball valve and 1.5 m of rubber hose in the blow *off* opening of each strainer. Unions shall be provided adjacent to each screwed type valve and shall be on the outlet side of the valve.

Properly align piping before installation of valves in an upright position, but if the Operator installed the piping below the valves it will not be accepted. Install valves as per recommendation of the manufacturer and approved by the Engineer. Install all valves with the stem in the upright position. Valves may be installed with the stem in the horizontal position only where space limitations do not allow installation in an upright position or where large valves are provided with chain wheel operators. Prior to flushing of piping systems, place all valves in the full-open position. Flanged valves shall be installed between flanges. All installation of valve shall be as per approval of the Engineer.

Unless otherwise specified, after final testing, all valves shall be internally and externally dried, and internally coated with grease or sealant. And, unless otherwise specified in the data sheet or purchase order, bronze and stainless steel valve shall not be painted or coated.

1603.3.11 Delivery, Storage and Handling

Each valve must be provided with factory applied plastic end caps. Maintain end caps through shipping, storage and handling as required to prevent pipe end damage and eliminate dirt and moisture from inside of valve. Store valves inside and protect from weather. Where necessary

to store outside, elevate above grade and enclose with durable waterproof wrapping. Protect all fittings from moisture and dirt by storing inside and enclose with durable waterproof wrapping.

1603.3.12 Testing

Each valve shall be subjected to Shell, Seat closure, Pressure and Leak Tests to know if the valves are installed properly and functioning to its designed use. It shall be in accordance with MSS SP-61 Standard for Pressure Testing of Valves. Necessary changes and adjustments shall be made to ensure satisfactory operation of the valve or meter in the system. Mill certificate shall be provided for the quality of the valve. All tests shall be subject to the approval of the Engineer.

1603.3.13 Guarantee and Service

All equipment, materials and workmanship shall be guaranteed for a period of one (1) year from date of acceptance at any time within the period of guarantee and upon notification, the Contractor shall repair and rectify the deficiencies, including replacement of each Valve. Repair of casting by welding and/or impregnation is not permitted. Other repair methods shall receive prior approval of the Engineer.

1603.4 Method of Measurement

The quantity to be paid for shall be the installation and the number of valves installed.

1603.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 1603.4 Method of Measurement shall be paid for at the contract unit price for each of the particular item listed below that is included in the Bill of Quantities, which price and payment shall be full compensation for furnishing and placing all materials, including all labor, equipment tools and incidentals as well as temporary works necessary to complete the work prescribed in this Item.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
1603	Valves	sets

SPL 1 – HANGING BRIDGE SUPPORT (CABLE AND ACCESSORIES)

Refer to Detailed Engineering Design and Engineer’s site instruction.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
SPL1	Hanging Bridge Support	Linear Meter

HANDTOOLS

Brand new hand tools will be turned over by the contractor during completion of the project for the operation and maintenance of “*Rehabilitation and Improvement of Level II Potable Water System in Majayjay, Laguna*”. This project will be considered as Indirect Cost of the Project.

1. **Pipe Wrenches (1 Set 8”-24”) - Heavy duty.**

Key Specifications/Special Features:

- Ductile cast iron handle
- Full floating hook jaw with spring suspension for instant grip and easy release.
- Guaranteed strength as an industrial standard

2. **Adjustable Wrenches (1 Set 8”-18”) - Heavy duty**

Key Specifications/Special Features:

- Made from high quality materials such as chrome vanadium steel or 304 stainless steels
- Standard thumb adjustment allows for easy tightening and loosening of the jaws
- Large knurl for quick adjustments

3. **Tubing Cutters (2 units) – Heavy Duty.**

Key Specifications/Special Features:

- Made of zinc alloy construction
- 1/8”-1-1/8” capacity
- Constant swing
- 0.44kg weight

4. **Cordless Reciprocating Saw (2 units) - With 2 Rechargeable battery**

Key Specifications/Special Features:

- Dimension 450x96x170
- Cutting depth metal pipes 150mm
- Battery voltage 18V
- Weight 3.2kg w/out battery

5. **Cordless Brushless Impact Wrench (2 set) – With 2 Rechargeable battery**

Key Specifications/Special Features:

- Tungsten steel shaft, high hardness and wear resistance
- Suitable for construction site shelves, maintenance, etc.
- Brushless motor does not generate sparks when it is working

- 520 n.m. high torque, stepless speed change switch
- Square drive 1/2"

Section VII. Drawings

Subproject Name: REHABILITATION AND IMPROVEMENT OF LEVEL II POTABLE WATER SYSTEM IN MAJAYJAY, LAGUNA

TITLE	PAGE/SHEET NO.
FRONT PAGE	D01
LOCATION MAP AND SUMMARY OF QUANTITIES	D02-D05
GEOTAG PHOTOS (SOURCE & WATER TANK LOCATION)	D06
GEOTAG PHOTOS (TAP STAND LOCATION)	D07-D14
SCHEMATIC DIAGRAM PLAN	D15
SCHEMATIC DIAGRAM SECTION	D16-D22
STATION OF STRUCTURES	D23
PLAN AND PROFILE (STRUCTURES)	D24-D33
GENERAL NOTES	D34
WATER TANK PLAN AND DETAILS	D35-D39
HANGING BRIDGE DETAILS	D40-D42
OTHER DETAILS	D43-D47
PROJECT BILLBOARD DETAILS	D48
FIELD AND LABORATORY OFFICE PLAN AND ELEVATION	D49
PLUMBING AND ELECTRICAL LAY - OUT	D50
CROSS PIPE DETAIL AND LOCATION	D51-D52
PERSPECTIVE VIEW	D53

Section VIII. Bill of Quantities

Please follow the link

Bill Of Quantities of Majayjay, Laguna PWS

for downloadable and editable Bill of Quantities.

Section IX. BIDDING FORMS

Please follow the link <https://bit.ly/SectionIX-BiddingForms> for downloadable and editable templates.

