



REPUBLIC OF THE PHILIPPINES
CATANDUANES STATE UNIVERSITY
VIRAC, CATANDUANES

PHILIPPINE BIDDING DOCUMENTS

Government of the
Republic of the Philippines

Construction/Completion of Student Convention Center with Amphitheater

BAC-INFRA-2026-03

**First Edition
May 2025**



Invitation to Bid for Construction/Completion of Student Convention Center with Amphitheater

- 1) The **Catanduanes State University**, through the **General Appropriations Act (GAA) 2026³** intends to apply the sum of **Twenty-four Million Seven Hundred Sixty Thousand Pesos (PhP24,760,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Construction/Completion of Student Convention Center with Amphitheater** with **Project ID No. BAC-INFRA-2026-03**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The *Catanduanes State University* now invites bids for the *above procurement project*.⁴ Completion of the Works is required within **one hundred eighty (180) calendar days**. Bidders should have completed, within **five (5) years** from the date of submission and receipt of bids, 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 (ITB).
- 3) Bidding will be conducted through competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the IRR, otherwise known as the "New Government Procurement Act (NGPA)".

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines.
- 4) Interested bidders may obtain further information from the *Catanduanes State University – Bids and Awards Committee* and inspect the Bidding Documents at the address given below from Mondays to Thursdays, 8:00 AM to 5:00 PM.
- 5) A complete set of Bidding Documents may be acquired by interested bidders on **August 7 to September 1, 2026** from the address below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-five Thousand Pesos (PhP25,000.00)*.

Payment shall be made directly to the CatSU Cashiering Services or thru deposit to CatSU LBP Account. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.

³ Approved Budget for the Contract (ABC) refers to the budget for the contract duly approved by the Head of the Procuring Entity (HoPE), within the authorized amount in the General Appropriations Act (GAA), continuing, and automatic appropriations, or other authorized source of funds, in the case of National Government Agencies (NGAs); the corporate operating budget approved by the governing Boards, pursuant to Executive Order (EO) No. 518, s. 1979, entitled "Establishing a Procedure for the Preparation and Approval of the Operating Budgets of Government Owned or Controlled Corporations, in the case of GOCCs, GFIs, and RA No. 8292, or the "Higher Education Modernization Act of 1997", in the case of SUCs; and the budget for the contract approved by the Sanggunian through an appropriation ordinance in the case of LGUs. For multi-year contracts, for which a Multi-Year Contractual Authority (MYCA) or an equivalent document is required, the ABC shall be the total project cost reflected in the MYCA or equivalent document (Section 5(a), RA No. 12009).

⁴ A brief description of the scope of Works should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation.

- 6) The *Catanduanes State University* will hold a Pre-Bid Conference on **August 17, 2026, 2:00 PM** at the **BAC Conference Room** and through video conferencing via *Zoom Video Conferencing*, which shall be open to prospective bidders.
- 7) Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the address indicated below on or before **September 1, 2026, 2:00 PM**. Late bids shall not be accepted.
- 8) All Bids must be accompanied by a Bid Security in any of the acceptable forms and in the amount stated in **ITB Clause 16**.
- 9) Bid opening shall be on **September 1, 2026, 2:15 PM** at the BAC Conference Room. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 10) The Bid Evaluation and Award Criteria are **Lowest Calculated Bid (LCB)** and **Lowest Calculated and Responsive Bid (LCRB)**, respectively.
- 11) The **Catanduanes State University** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 70 of R.A. No. 12009, without thereby incurring any liability to the affected bidder or bidders.
- 12) For further information, please refer to:

Ms. Sheilakim M. Lumabi
Head, BAC Secretariat
Office of the Procurement Unit
1st Floor, Administration Building, Catanduanes State University, Virac, Catanduanes
Contact No. 09491369639 or 09979249902
Email Address: catsubacsec@gmail.com
- 13) You may visit the following websites:

SGD
ARTHUR I. TABIRARA, Ph.D.
Chairperson
Bids and Awards Committee

Preface

These Philippine Bidding Documents (PBD) for the procurement of Infrastructure Projects (hereinafter referred to also as the "Works") through [*Competitive Bidding, Limited Source Bidding, or Competitive Dialogue*¹] have been prepared by the Government of the Philippines (GoP) for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned and/or -controlled corporations (GOCC), government financial institutions (GFI), state universities and colleges (SUC), local government units (LGU), and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory² use in projects that are financed in whole or in part by the GoP or any foreign government/foreign or international financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act No. 12009 (RA No. 12009).

This PBD is intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (a) the objectives, scope, and expected outputs and/or results of the proposed contract; (b) the eligibility requirements of Bidders; (c) the expected contract duration; and (d) the obligations, duties, and/or functions of the winning bidder.

In order to simplify the preparation of the Bidding Documents for each procurement, the PBD groups the provisions that are intended to be used unchanged in Section II. Instructions to Bidders (ITB) and in Section IV. General Conditions of Contract (GCC). Data and provisions specific to each procurement and contract should be included in Section III. Bid Data Sheet (BDS); Section V. Special Conditions of Contract (SCC); Section VI. Specifications; Section VII. Drawings; and Section VIII. Bill of Quantities. The forms to be used are provided in Section IX. Philippine Bidding Documents Related Forms.

Prudence must be exercised to check the relevance of the provisions of the PBD against the requirements of the specific Works to be procured. In addition, each Section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents, except for the notes introducing Section IX. Philippine Bidding Documents Related Forms, where the information is useful for the Bidder. The following general directions should be observed when using the documents:

- a) All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b) Specific details, such as the "name of the Procuring Entity" and "address for proposal submission," should be furnished in the BDS and SCC. The final documents should contain neither blank spaces nor options.

¹ For Second Stage of Competitive Dialogue under Section 29.4.2 of IRR of RA No. 12009.

² Unless the Treaty or International or Executive Agreement expressly provides use of foreign government/foreign or international financing institution procurement guidelines.

- c) This Preface and the footnotes, or notes in italics included in the Invitation to Bid, BDS, SCC, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not contain footnotes except Section IX. Philippine Bidding Documents Related Forms since these provide important guidance to Bidders.
- d) The cover page should be modified as required to identify the Bidding Documents and date of issue.
- e) The Project title page should be modified as required to identify the Project title and number, name and address of the Procuring Entity.
- f) If modifications must be made to the bidding requirements, they can be presented in the BDS. Modifications for specific Project or Contract details should be provided in the SCC as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDS or SCC, these terms shall be printed in bold type face on Section II. Instructions to Bidders, and Section IV. General Conditions of Contract, respectively. To facilitate easy reference and completion, clauses from the BDS and SCC shall appear in bold type face in Sections II and IV, respectively.



CATANDUANES STATE UNIVERSITY
VIRAC, CATANDUANES

Procurement of INFRASTRUCTURE PROJECTS

***CONSTRUCTION/COMPLETION OF
STUDENT CONVENTION CENTER
WITH AMPHITHEATER
BAC-INFRA-2026-03***

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

ADR – Alternative Dispute Resolution.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

COS – Contract of Service.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

GCC - General Conditions of Contract.

GFI – Government Financial Institution.

GOCC – Government-Owned and/or –Controlled Corporation.

GoP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

HoPE – Head of Procuring Entity.

JO – Job Order.

IRR – Implementing Rules and Regulations.

ITB – Instructions to Bidders.

LCB- Lowest Calculated Bid.

LCRB – Lowest Calculated Responsive Bid.

LGUs – Local Government Units.

LoC – Line of Credit

MAB – Most Advantageous Bid.

MARB – Most Advantageous Responsive Bid.

MEARB – Most Economically Advantageous Responsive Bid.

MYCA – Multi-Year Contracting Authority.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

PSA – Philippine Statistics Authority.

RA No. – Republic Act Number.

SARB – Single Advantageous and Responsive Bid.

SCC - Special Conditions of Contract.

SCRB – Single Calculated and Responsive Bid.

SEARB – Single Economically Advantageous Responsive Bid.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

SRRB – Single Rated and Responsive Bid.

UN – United Nations.

Definition of Terms

Bid – a signed offer, proposal, or quotation submitted by a supplier, manufacturer, distributor, contractor, consultant, or service provider in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[c]).

Bidder – a supplier, manufacturer, distributor, contractor, consultant, and service provider, whether public or private, who submits a Bid in response to the requirements of the Procuring Entity as stated in the Bidding Documents. (IRR of RA No. 12009, Section 5[d]).

Bidding Documents – the documents issued by the Procuring Entity as the basis for Bids, furnishing all information necessary to prospective bidder to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity. (IRR of RA No. 12009, Section 5[e])

Bill of Quantities – a list of the specific items of the Work and their corresponding unit prices, lump sums, and/or provisional sums.

Consulting Services – services for Infrastructure Projects and other types of projects or activities of the government requiring adequate external technical and professional expertise that are beyond the capability or capacity of the government to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (IRR of RA No. 12009, Section 5[i]).

Contract – the agreement entered into between the Procuring Entity and the Contractor to execute, complete, and maintain the Works and as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contract Price – 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.

Contract Time Extension (CTE) – the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.

Contractor – a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

Days – refers to calendar days; months to calendar months.

Dayworks – 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.

Defect – any part of the Works not completed in accordance with the Contract.

Defects Liability Certificate – the certificate issued by the Procuring Entity upon correction of defects by the Contractor.

Defects Liability Period – the one (1) 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 its own expense.

Drawings – 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.

Effective Date of the Contract – the date indicated in the contract. However, the Contractor shall commence performance of its obligations only upon receipt of the Notice to Proceed.

Foreign-funded Procurement or Foreign-Assisted Project – refers to the acquisition of Goods, Consulting Services, and the contracting for Infrastructure Projects by the Government of the Philippines which are wholly or partly funded by foreign loans or grants pursuant to a Treaty or International or Executive Agreement.

Funding Source – Organization named in the SCC.

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity; or (ii) general support services which pertain to all types of services except Consulting Services and Infrastructure Projects, such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services. Personnel Services or individual COS or JO engagements do not fall under this definition; (IRR of RA No. 12009, Section 5[n]).

Infrastructure Projects – include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as “civil works” or “works;” (IRR of RA No. 12009, Section 5[r]).

Lot – refers to one or more infrastructure projects that are grouped or bundled together based on factors, such as scope, location, or other relevant parameters, as determined by the End-User or Implementing Unit of the Procuring Entity. Each lot is distinct within the project and may be awarded as a separate contract.

MARB – refers to the award criteria in the procurement of Infrastructure where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the most advantageous bid in reference to the highest rated offer based on the quality component of the bid.

Materials – refer to all supplies, including consumables, used by the Contractor for incorporation in the Works.

MEARB – refers to the award criteria in the procurement of Infrastructure where the considerations for the award of contract are the eligibility of the bidder, the responsiveness of its bid to the technical requirements, and the determination of the most economically advantageous bid in reference to the quality-price ratio allocated to the technical and financial components of the bid.

Notice to Proceed – refers to a written notice issued by the Procuring Entity to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.

Online submission – pertains to the submission of the bid for Infrastructure Projects and the bid envelopes containing the technical and financial components of the bid through electronic means or through the electronic bidding facility of the PhilGEPS, once available.

Permanent Works – refer to 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.

Plant – refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.

Procuring Entity - the organization acquiring the Infrastructure Project, as named in the SCC.

Project – refers to a specific or identified procurement covering Goods, Infrastructure Projects or Consulting Services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the Procuring Entity's Annual Procurement Plan.

Program of Work – refers to the big-picture plan and comprehensive schedule that details construction-related tasks to ensure the timely and efficient delivery of the project.

Site Investigation Reports – refers to those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

Slippage – refers to 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.

Simple Infrastructure Projects – refers to construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of structures, technical facilities and systems with an Approved Budget for the Contract (ABC) not exceeding Ten Million Pesos (PhP 10,000,000.00) built at the community level for the sustenance of lives and livelihoods of the population living in a community and built according to the needs and aspirations of the community population.

Verified Report – the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

Section I. Invitation to Bid

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section of the Bidding Documents provides the information necessary for Bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on the bid submission, eligibility check, opening and evaluation of bids, post-qualification and award of contract.

This Section contains provisions that shall not be changed or modified. Any amendment shall be reflected in Section III. Bid Data Sheet which consists of provisions that supplement, amend, or specify in detail information or requirements included in this Section and which are specific to each procurement.

Matters governing performance of the Contractor, payments under the contract, or those affecting the risks, rights, and obligations of the parties under the contract are not normally included in this Section, but rather under Section IV. General Conditions of Contract (GCC), and/or Section V. Special Conditions of Contract (SCC). If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, prudence must be exercised to avoid contradictions between clauses dealing with the same matter.

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A. General

1) Scope of Bid

- 1.1 The Procuring Entity named in the **BDS**, invites Bids for the CONSTRUCTION/COMPLETION OF STUDENT CONVENTION CENTER WITH AMPHITHEATER, with Project Identification Number BAC-INFRA-2026-03.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

- 1.2 The winning Bidder will be expected to complete the Works by the intended completion date specified in **SCC** Clause 1.1.

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 this Project to cover eligible payments under the contract.

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 Procuring Entity:
- a) defines, for purposes of this provision, the following terms under existing laws, rules, and regulations:
 - i) "corrupt practice" means an act by which officials in the public or private sectors 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 government, 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 RA No. 3019.
 - ii) "fraudulent practice" means a misrepresentation of facts for purposes of influencing a procurement process or the execution of a contract to the detriment of the Procuring Entity, which 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.

- 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
 - a) 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 relative to allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent the latter from disclosing its knowledge of matters relevant to the administrative proceedings or from pursuing such proceedings or investigation; or
 - b) 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) Undertakes to reject a proposal for award upon *prima facie* determination that the Bidder recommended for award has engaged in any of the prohibited practices mentioned in this Clause for purposes of competing for the contract.

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 4.

3.3 Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a Bidder or Contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 36.

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 (f) below:

- a) A Bidder has controlling shareholders or beneficial owners 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 legally authorized representative as that of another Bidder for purposes of this Bid;
 - d) A bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process. This may include a firm or an organization that lends, or temporarily seconds, its personnel to firms or organizations that are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
 - e) A bidder 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
 - f) 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 All Bidding Documents shall be accompanied by an Omnibus Sworn Statement of the Bidder that it is not related, by consanguinity or affinity up to the third civil degree, to the HoPE, Procurement Agent (if engaged), the head of the Project Management Office (PMO), the End-User or Implementing Unit or any members of the Bids and Awards Committee (BAC), Technical Working Group (TWG), and BAC Secretariat.⁵
- 4.3 The Bidder shall also disclose the ultimate beneficial ownership of the entity it represents. Failure to comply shall be a ground for the automatic disqualification of the bid in consonance with Section 59 of the IRR. For this reason, relationship to the aforementioned persons within the third civil degree of consanguinity or affinity shall automatically disqualify the Bidder from participating in the procurement of contracts of the Procuring Entity notwithstanding the act of such persons inhibiting themselves from the procurement process. This Clause shall apply to the following persons and affiliates:
- a) In the case of individuals or sole proprietorships, to the Bidders and their spouses;
 - b) In the case of partnerships, to the partnership itself and its partners;
 - c) In the case of cooperatives, to the cooperative itself and members of the board of directors, general manager or chief executive officer;
 - d) In the case of a partnership, joint venture, or consortium, to the entity itself, its members or partners, as well as any person or entity that is a member of a blacklisted partnership, joint venture, or consortium; and

⁵ Section 81.1 of the IRR.

- e) In the case of corporations, a single stockholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their assignees, holding at least twenty percent (20%) of the shares therein, its chairperson and president, shall be blacklisted after they have been determined to hold the same controlling interest in a previously blacklisted corporation or in two corporations that have been blacklisted; the corporations of which they are part shall also be blacklisted.

5) Eligible Bidders

- 5.1 Only Bids found to be legally, technically, and financially eligible will be evaluated. For procurement of Infrastructure Projects, the following persons shall be eligible to participate in this bidding:
 - a) Duly licensed Filipino citizens or sole proprietorships;
 - b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
 - c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
 - d) Cooperatives duly organized under the laws of the Philippines; and
 - e) Persons or entities forming themselves into a Joint Venture (JV), i.e., a group of two (2) or more persons or entities that intend to be jointly and severally responsible or liable for a particular contract; Provided, however, that in accordance with relevant laws, rules, and regulations, Filipino ownership or interest of the joint venture concerned shall be at least sixty percent (60%); Provided, further, that joint ventures in which Filipino ownership or interest is less than sixty percent (60%) may be eligible where the structures to be built require the application of techniques or technologies which are not adequately possessed by a person or entity meeting the sixty percent (60%) Filipino ownership requirement; Provided, furthermore, 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 member of the joint venture as specified in their Joint Venture Agreement (JVA); Provided, finally, that the primary purpose of each member of the joint venture must be similar or related to the requirement of the project to be bid out.
- 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 In accordance with RA No. 4566 or the "Contractors' License Law" as amended by RA No. 11711 or "An Act Further Amending Republic Act No. 4566", the persons or entities enumerated in Section 52 of the IRR may participate in the procurement of Infrastructure Projects if it has been issued a license by the Philippine Contractors Accreditation Board (PCAB) to engage or act as a contractor.

- 5.4 The Bidder must have completed an SLCC that is similar to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ABC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price indices; Provided, that any change to the fifty percent (50%) requirement may be allowed, subject to the recommendation of the Procuring Entity, which shall be submitted to the GPPB for consideration; Provided, further, that contractors under Small A and Small B categories without similar experience on the procurement project to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost of their registration based on the guidelines as prescribed by the PCAB.

For foreign-funded procurement, the GoP and the foreign government, or foreign or international financing institution may agree on another track record requirement, as specified in the **BDS**.

Moreover, a contract shall be considered similar to the procurement project if it has the same major categories of work. The Procuring Entity may clarify in the Bidding Documents what is regarded as major categories of work, guided by the principle of proportionality and Fit-for-Purpose approach.

- 5.5 The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES), or a similar performance and monitoring system. In the case of contracts with the private sector, an equivalent document shall be submitted.
- 5.6 The computation of a bidder's NFCC must be at least equal to the ABC to be bid, calculated as follows:

$$\text{NFCC} = [(\text{Current assets minus current liabilities}) (15)] \text{ minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started, coinciding with the procurement project to be bid; Provided, That a different formula may be adopted subject to the recommendation of the Procuring Entity, which shall be submitted to the GPPB for consideration.}$$

The value of the domestic bidder's current assets and current liabilities shall be based on the latest 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 latest AFS 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. Philippine Bidding Documents Related Forms as required in **ITB** Clause 12.1(h)(iv).
- 6.2 Before submitting their bids, the Bidders are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.3 The Bidder undertook the following responsibilities:

- a) Took steps to carefully examine and ensure full understanding and comprehension of the Bidding Document, its requirements, clauses, and provisions;
- b) Acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
- d) Complied with its responsibility to inquire or secure Supplemental Bid Bulletin(s);
- e) Ensured that it is not "blacklisted" or barred from bidding by the Government of the Philippines (GoP) or any of its agencies, offices, corporations, or LGUs, including foreign government, or foreign/ international financing institutions whose blacklisting rules have been recognized by the GPPB; by itself or by reason of its relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- f) Ensured that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and that all statements and information provided therein are true and correct;
- g) Authorized the HoPE or its duly authorized representative/s to verify all the documents submitted;
- h) Ensured 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, to sign, and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board or Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- i) Complied with the disclosure provision under Section 81 and 82 of RA No. 12009 and its IRR in relation to other provisions of RA No. 3019;
- j) Complied with existing labor laws and standards. Moreover, the 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 (CBA) or arbitration award, if and when applicable.

In case there is a finding by the Procuring Entity or the Department of Labor and Employment (DOLE) of underpayment or non-payment of workers' wages and wage-related benefits, the 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 RA No. 12009,

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 (OSHS) and correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, the Bidder undertakes to suspend contract implementation pending clearance to resume from the DOLE Regional Office, in compliance with the 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 CBA or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.
- k) Ensured that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity;
- l) Examined all instructions, forms, terms, and specifications in the Bidding Documents;
- m) Determined and complied with all matters pertaining to the contract to be bid, including but not limited to: (i) the location and the nature of the contract, project, or work; (ii) climatic conditions; (iii) transportation facilities; (iv) 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 (v) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work; and
- n) Ensured that all information in the Bidding Documents, including bid or supplemental bid bulletin(s) issued, are correct and consistent. 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.

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

- 6.4 The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.5 Further, the Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Entity shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

In case of failure of bidding, the Bidding Documents fee may be applied in the re-bidding for the same Project.

- 6.6 Furthermore, the Bidder should be aware 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

Unless otherwise indicated in the **BDS**, there is no restriction on the origin of Goods, or Contracting of Works or Services other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.

8) Subcontracts

- 8.1 Unless otherwise specified in the **BDS**, the Bidder may subcontract portions of the Works to an extent as may be approved by the HoPE and as stated in the **BDS**. However, the subcontracted portion shall not exceed fifty (50%), or a different percentage of the ABC, on a per project basis, as approved by the GPPB.
- 8.2 Subcontracting of any portion of the Project shall not relieve the Bidder from any liability or obligation that may arise from the contract.
- 8.3 Subcontractors must meet the eligibility criteria as stated in the **BDS** and shall submit the same eligibility documents as the general contractor. Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor.
- 8.4 Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the **BDS**.

B. Contents of Bidding Documents

9) Pre-Bid Conference

- 9.1 If so specified in the **BDS**, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or online through videoconferencing, webcasting, or similar technology, or a combination thereof, on the date indicated therein, to clarify and address the Bidders' questions on the technical and financial components of this Project.
- 9.2 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 and other bidding documents on the PhilGEPS website.
- 9.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's requirements. While non-attendance of the Bidder will in no way prejudice its bid, the Bidder is deemed to know any changes and/or amendments to the Bidding Documents, as may be provided in the Supplemental Bid Bulletin.

The proceedings of the pre-bid conference shall be recorded, and the corresponding minutes shall be 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.

- 9.4 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 BAC of the Procuring Entity at the address or electronic mail indicated in the **BDS** or through the electronic bidding facility of PhilGEPS, as may be applicable, 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 duly signed by the BAC Chairperson. It shall 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 on the PhilGEPS website, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platforms of the Procuring Entity, if available, or such other channels as may be authorized by the GPPB. It shall be the responsibility of all prospective bidders, including those 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 accordingly informed by the BAC, and be allowed to modify or withdraw their bids prior to the deadline for the submission and receipt of bids in accordance with ITB Clause 21.

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. The Bidder shall cause the authentication of the translated documents and shall be authenticated by the appropriate Philippine foreign service establishment or post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. However, for Contracting Parties to the

Apostille Convention, the documents shall be authenticated through an apostille by the Competent Authority, as defined in Section 20.2.9.2 of the IRR, except for countries identified by the DFA that will still require legalization (red ribbon) by the relevant Embassy or Consulate. The English translation shall govern, for purposes of interpretation of the bid.

12) Documents Comprising the Bid: Technical and Financial Components

12.1 The first bid envelope shall contain the following technical documents, including the eligibility documents:

- a) PhilGEPS Certificate of Registration (Platinum Membership) in accordance with Section 20 of the IRR;
- b) PCAB License and Registration, in case of Joint Venture (JV);
- c) 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;
- d) Statement of the Bidder's SLCC, in accordance with **ITB** Clause 5.5.

The SLCC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor, or a final rating of at least satisfactory in the CPES, or a similar performance and monitoring system. In case of contracts with the private sector, an equivalent document shall be submitted;

- e) NFCC computation in accordance with **ITB** Clause 5.6;
- f) Joint Venture Agreement (JVA), if applicable;
- g) Bid Security in the prescribed form and amount in accordance with **ITB** Clause 16, and validity period under **ITB** Clause 15;
- h) Project Requirements, which shall include the following:
 - i) Organizational chart of the personnel to be deployed for the procurement project to be bid;
 - ii) List of Contractor's personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the procurement project to be bid, with their complete qualifications and experience data. These personnel must meet the required minimum years of experience set in the **BDS**;
 - iii) List of Contractor's major equipment units which are owned, leased, or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor or 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
 - iv) Omnibus Sworn Statement in accordance with Section 54.3 of the IRR.

- 12.2 The second bid envelope shall contain the Financial Bid Form, which includes the bid prices and the bill of quantities, in accordance with ITB Clauses 13.1.
- 12.3 Whenever necessary, modifications may be made to the foregoing provisions specifically for major and specialized procurement to suit the particular needs of the Procuring Entity, subject to the approval of the GPPB.
- 12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the **BDS**, for foreign-funded procurement, the ABC shall be applied as the ceiling to bid prices provided the following conditions are met:
- a) 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.
 - b) 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 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.
 - c) 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.
 - d) The Procuring Entity has established a system to monitor and report bid prices relative to ABC and engineer's or Procuring Entity's estimate.
 - e) The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual total costs of goods and works.

However, the GoP and the foreign government, or foreign or international financing institutions may agree to waive the foregoing conditions.

13) Bid Prices

- 13.1 The contract shall be for the whole Works, as described in the Bidding Documents, based on the priced Bill of Quantities submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. In case partial bids are allowed in the ITB, bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, the Bill of Quantities, shall be considered non-responsive and shall be 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.
- 13.3 For the given scope of work in the contract as awarded, all bid prices 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 45.

14) Bid Currencies

- 14.1 All bid prices shall be quoted in Philippine Peso 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 as published in the BSP Daily Reference Exchange Rate Bulletin on the day of the bid opening.⁶
- 14.2 If so allowed in accordance with **ITB** Clause 14.1, the Procuring Entity, for purposes of bid evaluation and comparing the bid prices, will convert the currencies in which the bid price is expressed to Philippine Peso at the foreign exchange rates.
- 14.3 Unless otherwise specified in the **BDS**, payment of the contract price shall be made in Philippine Peso.

15) Bid Validity

- 15.1 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.
- 15.2 Should it become necessary to extend the validity of the bids and the bid securities beyond one hundred twenty (120) calendar days, the Procuring Entity concerned shall request in writing all those who submitted bids for such extension before the expiration date therefor. Bidders, however, shall have the right to refuse to grant such extension without forfeiting their Bid Security.

16) Bid Security

- 16.1 The Bidder, at its option, shall submit a Bid Security in the form and amount as stated in the **BDS**, which may include the following:

Form of Bid Security	Amount of Bid Security (Not less than the required Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a bank. <i>For biddings conducted by LGUs, the Cashier's or Manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Two percent (2%)
(b) Bank draft/guarantee or irrevocable Letter of Credit issued by a bank; Provided, however, that it shall be confirmed or authenticated by a	Five percent (5%)

⁶ RA No. 8183 or "An Act to Assure Uniform Value to Philippine Coin and Currency."

local bank, if issued by a foreign bank. <i>For biddings conducted by LGUs, the Bank Draft/ Guarantee, or irrevocable letter of credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance on as authorized to issue such security.	Five percent (5%)
(d) Bid Securing Declaration	Not Applicable

The Bid Security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity.

- 16.2 The Bid Security should be valid for the period specified in the **BDS**. Any bid not accompanied by an acceptable Bid Security shall be considered as non-responsive and rejected by the Procuring Entity.
- 16.3 In no case shall the Bid Security be returned later than the expiration of the bid validity period indicated in the Bidding Documents, unless it has been extended in accordance with Section 57.2 of the IRR. In case the bidder is required to extend its bid validity, the bidder may, at its discretion, substitute a Bid Securing Declaration for the extended period as a replacement of its Bid Security; Provided, that the option to substitute is indicated in the **BDS**.
- 16.4 Upon signing and execution of the contract, pursuant to **ITB** Clause 29, and the posting of the performance security pursuant to **ITB** Clause 30, the Bid Security of the successful Bidder's Bid Security will be discharged, but in no case later than its validity period as indicated in **ITB** Clause 15.
- 16.5 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule VIII, X, XI, and XXI of the IRR:
- a) If a Bidder:
 - i) With the Lowest Calculated Responsive Bid (LCRB), Most Economically Advantageous Responsive Bid (MEARB), Most Advantageous Responsive Bid (MARB), Single Calculated and Responsive Bid (SCRB), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Responsive Bid (SARB) withdraws, fails, refuses or is unable to: (i) submit the documents required under Section 66.5 of the IRR; (ii) enter into contract with the Procuring Entity; or (iii) post the required performance security within the period stipulated in the IRR and in accordance with **ITB** Clause 30;

- ii) Causes the delay, without justifiable cause, of the screening for eligibility, opening of bids, evaluation and post evaluation of Bids, and awarding of contracts;
- iii) Refuses to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
- iv) Withdraws a bid, or refuses to accept an award, or refuses or fails to enter into contract with the Procuring Entity without justifiable cause, after the approval of the HoPE for having been the declared LCRB or MEARB, as the case may be;
- v) Refuses or fails to furnish performance security within the prescribed time;
- vi) Commits of three (3) or more of any of the acts imposed with suspension, as provided under Section 99 of the IRR;
- vii) Uses force, fraudulent machinations, coercion, undue influence or pressure on any member of the BAC or any officer or employee of the Procuring Entity to take a particular action for its own favor or gain, or to the advantage of a particular bidder;
- viii) Colludes with one (1) or more bidders and submitting different bids as if they were bona fide, when they knew that one or more of them was so much higher than the other that it could not be honestly accepted and that the contract will surely be awarded to the pre-arranged lowest bid;
- ix) Maliciously submits different bids through two (2) or more persons, corporations, partnerships, or any other business entity in which it has interest, to create the appearance of competition that does not in fact exist so as to be declared as the winning bidder;
- x) Enters into an agreement with other bidder/s which call upon one to refrain from bidding for procurement contracts, or which call for withdrawal of bids already submitted, or which are otherwise intended to secure an undue advantage to any of the bidders;
- xi) Fails to faithfully disclose its relationship, regardless of the time of its discovery, with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the End-User or Implementing Unit, and the project consultants of the Procuring Entity, or of the procurement agent, whichever is applicable, by consanguinity or affinity up to the third civil degree pursuant to Section 81 of the IRR;
- xii) Submits beneficial ownership information containing false entries;
- xiii) Allows the use of one's name or uses the name of another for purposes of public bidding;

- xiv) Submits eligibility requirements and bids containing false information or falsified documents or the concealment of such information that will materially alter the outcome of eligibility screening or any stage of the procurement;
 - xv) Accesses the contents of any Bid submitted to the Procuring Entity before the opening of bids, without authorization;
 - xvi) Has any documented attempt to unduly influence the outcome of the bidding;
 - xv) Employs schemes which stifle or suppress any procurement activity; or
 - xvi) Commits a third offense imposed with blacklisting under the Act by the same Procuring Entity, or a combination of three (3) violations imposed with blacklisting by the Procuring Entity and other Procuring Entities, as posted on the GPPB portal;
- b) If a Winning Bidder:
- i) Conducts poor performance or unsatisfactory quality and/or progress of work. Poor performance shall be as follows:
 - i.i) Negative slippage of fifteen percent (15%) and above within the critical path of the project due entirely to the fault or negligence of the winning bidder; or
 - i.ii) Non-compliance of the materials and workmanship with the approved specifications arising from the fault or negligence of the winning bidder.
 - ii) In case it is determined prima facie that the winning bidder has engaged, before or during the implementation of the contract, in the following unlawful deeds and behaviors relative to contract acquisition and implementation:
 - ii.i) Corrupt, fraudulent, collusive and coercive practices;
 - ii.ii) Drawing up or using forged documents; or
 - ii.iii) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or trade.
 - iii) Assigns or subcontracts the contract or any part thereof or substituting key personnel named in the proposal without prior written approval by the Procuring Entity;
 - iv) Willfully or deliberately abandons or does not perform the project or contract by the winning bidder resulting in substantial breach thereof without lawful and/or just cause;
 - v) Has its contract terminated due to its default or unlawful acts; or

- vi) Fails to comply with the provision on warranty that requires to repair any noted defect or damage to the Infrastructure Project due to the use of materials of inferior quality within ninety (90) calendar days from the issuance of the order by the HoPE to undertake such repairs.

17) Format and Signing of Bids

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Philippine Bidding Documents Related Forms on or before the deadline specified in the **ITB** Clause 19 in two (2) separate sealed bid envelopes which shall be submitted simultaneously, whether through manual or online submission. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12, and the second shall contain the financial component of the bid.
- 17.2 Forms as mentioned in **ITB** Clause 17.1 must be completed without any alterations to their format. No substitute form shall be accepted.
- 17.3 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.
- 17.4 Any insertions, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

18) Sealing and Marking of Bids

- 18.1 Bidders shall enclose their technical documents described in **ITB** Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT," and the financial component in another sealed envelope marked "FINANCIAL COMPONENT," sealing them all in an outer envelope marked "BID."
- 18.2 The Bid shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.
- 18.3 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 18.1;
 - d) bear the specific identification of this bidding process indicated in the **ITB** Clause 1.1; and
 - e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with **ITB** Clause 19.
- 18.4 For manually submitted bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, That the bidder or its duly authorized representative shall acknowledge such

condition of the bid as submitted. On the other hand, unsealed or unmarked bid envelopes, or bids that cannot be opened or corrupted in case of online submission, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

19) Deadline for Submission of Bids

Bids must be received by the Procuring Entity's BAC at the address indicated in the **Invitation to Bid**, or through the e-bidding facility of the PhilGEPS, on or before the date and time indicated in the **BDS**.

20) Late Bids

Bids, including the eligibility requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall record in the Minutes of the Meeting the submission and opening of bids, the Bidder's name, its representative, and the time the late bid was submitted.

21) Modification and Withdrawal of Bids

21.1 Bidders may modify their bids before the deadline for the submission and receipt of bids.

- a) For manual submission and receipt of bids, the Bidders shall not be allowed to retrieve their original bid, but shall only be allowed to submit the bid modification by sending another bid, equally sealed, properly identified, linked to its original bid, and marked as a "modification," thereof, 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.
- b) For online submission of bids, the Bidders shall not be allowed to retrieve their original Bid, but shall only be allowed to submit the bid modification, send another Bid equally secured, properly identified labelled as a "modification" of the one previously submitted. The time indicated in the latest bid receipt page generated shall be the official time of submission. Bids modification submitted after the applicable deadline shall not be accepted.

21.2 Bidders may withdraw their bids in writing before the deadline for submission and receipt of bids. Withdrawal of bids after the applicable deadline shall be subject to appropriate sanctions as prescribed in the IRR.

Bidders may also express their intention not to participate in the bidding in writing, which should be received by the BAC before the deadline for submission and receipt of bids. Bidders that withdraw their bids shall no longer be allowed to submit another bid for the same contract, directly or indirectly.

21.3 No bid may be modified after the deadline for submission and receipt of bids. Further, no bid may be withdrawn in the interval between the deadline for submission and receipt of bids, and the expiration of bid validity specified by

the Bidder in the Financial Bid Form. Withdrawal of bid during this interval shall result in the forfeiture of the Bidder's Bid Security pursuant to **ITB** Clause 16.5, and the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws.

Alternative Bids shall be rejected. For this purpose, Alternative Bid shall pertain to 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. A bid with options shall likewise be 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.

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.

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.

22) Opening and Preliminary Examination of Bids

- 22.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, 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 submitted Bids 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 on the PhilGEPS website and the website of the Procuring Entity concerned.
- 22.2 The manner of opening of the bids for Infrastructure Projects shall depend on the award criterion to be adopted, as follows:
- a) For LCRB and MEARB, the BAC shall open the technical and financial proposals on the same day; and
 - b) For MARB, only the technical proposals shall be opened while the financial proposals shall remain unopened and shall be kept securely by the BAC until the specified time of their opening as indicated in the **BDS**. Only the financial proposals of the bidders who have met the highest technical score for MAB shall be opened.
- 22.3 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.

- 22.4 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 the cost of materials.
- 22.5 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 mail at its PhilGEPS-registered physical address or official e-mail address. The said notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

23) Process to be Confidential

- 23.1 Members of the BAC, its staff and personnel, Secretariat, and TWG, as well as Observers, are prohibited from making or accepting any 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 24.
- 23.2 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 bid.

24) 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 that is not in response to the request of the Procuring Entity shall not be considered.

25) Detailed Evaluation and Comparison of Bids

- 25.1 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.
- 25.2 The Procuring Entity will undertake the detailed evaluation and comparison of the bids which have passed the opening and preliminary examination of bids, pursuant to **ITB** Clause 22, to determine the Lowest Calculated Bid (LCB), Most Economically Advantageous Bid (MEAB), and Most Advantageous Bid (MAB).
- 25.3 The award criterion shall be determined as follows:
- a) For LCB:
 - i) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
 - ii) The ranking of the total bid prices as so calculated from the lowest to highest, where the bid with the lowest price shall be identified as the LCB.

b) For MEAB, the BAC shall evaluate the quality and price proposals to determine the MEAB using the following steps:

- i) The quality proposal together with the price proposal shall be considered in the evaluation of bids. The quality proposals shall be evaluated first using the criteria in the **BDS**. The price proposals of the bids that meet the minimum quality score shall then be opened.
- ii) The price and quality proposals shall be given corresponding weights with the price proposal given a minimum weight of fifteen percent (15%) up to a maximum of forty percent (40%). The weight of the quality criteria shall be adjusted accordingly such that their total weight in percent together with the weight given to the price proposal shall be equal to one hundred percent (100%).
- iii) To further promote green public procurement, the sustainability of materials or structures with green specifications shall be given greater weight in the evaluation of bids. As approved by the BAC, the exact weights shall be indicated in the **BDS**. The BAC shall rank the bidders in descending order based on the combined numerical ratings of their quality and price proposals. The bidder with the best overall score using the quality-price ratio shall be referred to as the MEAB.
- iv) The HoPE shall approve or disapprove the recommendations of the BAC within two (2) calendar days after receipt of the results of the evaluation from the BAC.

The quality component shall be assessed on the basis of criteria with corresponding numerical weights indicated in the **BDS**, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following:

- a) Quality and technical merit, including technical competence and a credible track record;
- b) Aesthetic and functional design and characteristics;
- c) Approach and methodology;
- d) Accessibility;
- e) Tools and equipment;
- f) Social, environmental, economic, and innovative characteristics;
- g) Organization, qualification, and experience of employees or staff assigned to perform the contract;
- h) Ongoing contracts and work commitments; or
- i) Other relevant criteria in relation to the subject Infrastructure Projects to be procured.

c) For MAB

- i) The BAC shall evaluate the quality proposals to determine the MAB using the quality components. The quality components shall be assessed on the basis of the criteria with corresponding numerical weights indicated in the **BDS** to determine the bidder with the highest technical rating.
 - ii) The second bid envelope of the bidder obtaining the highest technical rating shall be opened. If the financial proposal is equal to or lower than the ABC, the bid shall be accepted and determined as the MAB; otherwise, the same shall be rejected and the bidder will be disqualified.
- 25.4 In order to eliminate bias in evaluating the quality proposals, it is recommended that the highest and lowest scores for each bidder for each criterion shall not be considered in determining the average scores of the bidders, except when the evaluation is conducted in a collegial manner.
- 25.5 The BAC shall immediately conduct a detailed evaluation of all bids using non-discretionary criteria in considering the following:
 - a) Completeness of the bid. Unless the **BDS** allows partial bids, bids not addressing or providing all of the required items in the BDS shall be considered non-responsive and, thus, automatically disqualified.

However, when no price or a zero (0) or a dash (-) is indicated in a required item in the bid form, the same shall be construed that it is being offered for free to the Government, except those required by law or regulations to be provided for; and
 - b) Arithmetical corrections. The BAC shall consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid correction if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 25.6 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 LCB, MEAB, or MAB. 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**.
- 25.7 The BAC shall evaluate all bids on an equal footing to ensure fair and competitive bid comparison. 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. Such bids, including said taxes, shall be the basis for the bid evaluation and comparison.
- 25.8 If so indicated pursuant to ITB Clause 1.1, bids may be submitted 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 16 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in **BDS** Clause 25.5 (a).

26) Post - Qualification

- 26.1 The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the LCB, MEAB, or MAB, as the case may be, complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5 and 12. The Bidder, within a non-extendible period of five (5) calendar days from receipt of notice from the BAC that it submitted the LCB, MEAB, or MAB, shall submit all the eligibility documents supporting its PhilGEPS Certificate of Registration (Platinum Membership), its latest income and business tax returns filed for the preceding quarter which should not be earlier than two (2) quarters from the date of submission and receipt of bid, and other appropriate licenses and permits required by law and stated in the **BDS**.
- 26.2 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, That 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.
- 26.3 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clause 12, 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.
- 26.4 If the BAC determines that the bidder with the LCB, MEAB, or MAB passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, MEARB, MARB, SCB, SEAB, or Single Advantageous Bid (SAB) and recommend to the HoPE the award of contract to the said bidder at its submitted bid price or its calculated bid price, whichever is lower or, in the case of quality-based evaluation procedure, submitted bid price or its negotiated price, whichever is lower.
- If, however, the BAC determines that the bidder with the LCB, MEAB, MAB, SCB, SEAB, or SAB fails to meet the post-qualification criteria, it shall immediately notify the Bidder in writing of its post-disqualification and the grounds for such determination.⁷
- 26.5 Immediately after the BAC has notified the first bidder of its post-disqualification, and notwithstanding any pending request for reconsideration thereof, the BAC shall initiate and complete the same post-qualification process on the bidder with the second LCB, MEAB, or MAB. If the second bidder passes the post-qualification and provided that the request for reconsideration of the first bidder has been denied, the second bidder shall be post-qualified as the bidder with the LCB, MEAB, or MAB.
- 26.6 If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LCB, MEAB, or MAB and so on, until the LCRB, MEARB, or MARB, as the case may be, is

⁷ Sec 63.5 of the IRR.

determined for award, subject to the procedure of Notice and Execution of Award.

- 26.7 Within a period not exceeding ten (10) calendar days from the determination by the BAC of the LCRB, MEARB, MARB, SCRB, SEARB, or SARB and the recommendation to award the contract, the HoPE or its duly authorized representative shall approve or disapprove the said recommendation.
- 26.8 In case of approval, the HoPE or its duly authorized representative shall immediately issue the Notice of Award to the bidder with the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.

In the event that the approving authority shall disapprove the resolution on the award of the contract, such disapproval shall be based only on valid, reasonable, and justifiable grounds as enumerated under Section 70 of the IRR to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the BAC and the bidder.

27) Reservation Clause

- 27.1 Notwithstanding the eligibility or post-qualification of a bidder and without incurring any liability, the HoPE or its duly authorized representative at any stage of the procurement, reserves the right to review its qualifications, reject any and all bids, declare a failure of bidding or not award the contract in the following situations:

- a) If it has reasonable grounds to believe that a misrepresentation has been made by the said bidder; or
- b) If it has reasonable grounds to believe 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 adversely affect its capability to undertake the Project so that it no longer meets the prescribed eligibility or bid evaluation criteria, the Procuring Entity shall consider the said Bidder as ineligible and disqualify it from participating further in the bidding process or being awarded the contract.

- 27.2 Based on the following grounds, the HoPE or its duly authorized representative 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 or influences or tends to influence the bidding process;

- b) If the BAC is found to have failed in complying with the applicable law or in following the prescribed bidding procedures; or
- c) If there are any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the government, in instances where (i) 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) the Project is no longer necessary as determined by the HoPE; and (iii) the source of funds for the Project has been withheld or reduced through no fault of the Procuring Entity.

F. Award of Contract

28) Contract Award

- 28.1 Subject to ITB Clause 26, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, MEARB, MARB, SCRB, SEARB, or SARB, as the case may be.
- 28.2 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the winning 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, MEARB, MARB, SCRB, SEARB, or SARB, as applicable, and submitted personally or sent by registered mail or electronically to the Procuring Entity.
- 28.3 Within ten (10) calendar days from receipt by the winning bidder of the Notice of Award, the following conditions should be complied with before the contract may be awarded:
 - a) Submission of the following documents:
 - i) Valid JVA, if applicable;
 - ii) The SEC Certificate of Registration of the foreign corporation, if applicable; or
 - iii) Valid PCAB license and registration for the type and cost of the Project for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of such license and registration as a pre-condition to the Notice of Award.
 - b) Posting of the performance security in accordance with ITB Clause 30; and
 - c) Signing of the contract as provided in ITB Clause 29.

29) Signing of the Contract

- 29.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall post the required performance security, sign and date the contract, and return it to the Procuring Entity.
- 29.2 The Procuring Entity shall enter into a contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 29.3 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**.

30) Performance Security

- 30.1 To guarantee the faithful performance by the winning bidder of its obligations under the contract, it shall post a performance security prior to the signing of the contract. Furthermore, the successful bidder shall be required to update the performance security posted before to the issuance of a variation order, if any.
- 30.2 Sectors enumerated under Section 76.1⁸ of the IRR may be allowed to post Performance Securing Declaration (PSD) as specified in the **BDS**.
- 30.3 The performance security shall be in a form selected by the Procuring Entity in the amount indicated in the **BDS**, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

⁸ Section 76.1. The GPPB, once data is available from relevant agencies, shall maintain a registry of entities belonging to the following sectors:

a) Farmers as certified by the Department of Agriculture (DA);
b) Fisherfolk as certified by the Bureau of Fisheries and Aquatic Resources (BFAR);
c) Persons with disabilities as certified by the National Council for Disability Affairs (NCDA) pursuant to RA No. 7277, otherwise known as the Magna Carta for Disabled Persons, as amended;
d) Solo parents as certified by the Department of Social Welfare and Development (DSWD); e) Microenterprises and social enterprises as certified by the MSMED Council;
f) Startups, spin-offs, and other forms of entity involved in science, technology, and innovation activities as certified by the DTI, DICT, NIC or the Department of Science and Technology (DOST), as may be applicable;
g) Cooperatives duly registered with the CDA pursuant to RA No. 6938, otherwise known as the Cooperative Code of the Philippines, as amended; and
h) Other relevant sectors as may be determined by the GPPB to ensure inclusivity and diversity in the procurement process.

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
a) Cash or Cashier's or Manager's check issued by a bank. <i>For biddings conducted by LGUs, the cashier's or manager's check may be issued by other banks certified by the BSP as authorized to issue such financial instrument.</i>	Ten percent (10%)
b) Bank draft or guarantee or irrevocable Letter of Credit issued by a local bank. If issued by a foreign bank, it shall be confirmed or authenticated by a local bank.	
c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

30.4 The performance security shall be denominated in Philippine Peso and posted in favor of the Procuring Entity, which shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

31) Notice to Proceed

The Procuring Entity shall issue the Notice to Proceed to the winning Bidder not later than three (3) calendar days from the date of approval of the contract by the appropriate signatories. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

32) Protest Mechanism

Decisions of the BAC in all stages of procurement may be protested to the HoPE in accordance with Section 83 of the IRR.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

This Section is intended to assist the Procuring Entity in providing specific information relative to corresponding clauses in the ITB included in Section II. Instructions to Bidders, and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS the information and requirements relevant to the circumstances of the Procuring Entity, including procurement processing details; the applicable rules regarding bid price and currency; and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

- a) Information that specifies and complements provisions of Section II. Instructions to Bidders must be incorporated; and
- b) Amendments and/or supplements, if any, to provisions of Section II. Instructions to Bidders as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1.1	The Procuring Entity is Catanduanes State University. The Project title is Construction/Completion of Student Convention Center with Amphitheater The identification number of the Contract is BAC-INFRA-2026-03.
2	The Funding Source is: 2.1 The GOP through the source of funding as indicated below for 2026 in the amount of Twenty Four Million Seven Hundred Sixty Thousand Pesos (PhP24,760,000.00). 2.2 The source of funding is: a. NGA, the General Appropriations Act or Special Appropriations.
3.1	No further instructions.
5.2	Bidding is restricted to eligible bidders as defined in ITB Clause 5.2.
5.4	Contracts similar to the Project shall be those described as follows: For this purpose, similar contracts shall refer to contracts completed by the bidder having the same major categories of work – <i>Construction/Completion of Student Assembly Center with Commercial Spaces</i>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.3	Not applicable.
8.4	Subcontracting is not allowed.
9.1	The Procuring Entity will hold a pre-bid conference for this Project on August 17, 2026, 2:00 PM at the BAC Conference Room and through video-conferencing, webcasting, or similar technology, or a combination thereof via Zoom Video Conferencing .
10.1	The Procuring Entity's address is: Bids and Awards Committee (BAC) Secretariat Catanduanes State University Calatagan, Virac, Catanduanes Mobile Nos. 09491369639 or 09979249902 Email: <u>catsubacsec@gmail.com</u>

12.1(b)	PCAB License Classification, Category and Size Range PCAB Classification: General Building License Category: at least C & D Size Range: at least Small B																
12.1(h)(ii)	The minimum work experience requirements for key personnel are the following: <table border="1"> <thead> <tr> <th>Key Personnel</th><th>Qualification and Experience</th></tr> </thead> <tbody> <tr> <td>1. Construction Supervisor</td><td> - Licensed Civil Engineer or Architect; - With at least five (5) years of experience in the construction industry; and - Shall render full time services for this Project until its completion and turn-over. </td></tr> <tr> <td>2. Materials Engineer</td><td> - DPWH accredited Materials Engineer; - With at least three (3) years of experience as Materials Engineer; and - Shall render services as required for this Project. </td></tr> <tr> <td>3. Electrical Engineer</td><td> - Licensed Electrical Engineer; - With at least three (3) years of experience in the construction industry; and - Shall render services as required for this Project. </td></tr> <tr> <td>4. Master Plumber</td><td> - Licensed Master Plumber; - With at least three (3) years of experience in the construction industry; and - Shall render services as required for this Project. </td></tr> <tr> <td>5. Safety & Health Officer</td><td> - With at least three (3) years of experience as Safety Officer in the construction industry; - With Construction Occupational Safety & Health (COSH) Training from any training provider accredited by the DOLE; and - Shall render full-time services for this Project. </td></tr> <tr> <td>6. Foreman</td><td> - At least High School Graduate; - With at least three (3) years of experience as Foreman in the construction industry; and - Shall render full-time services for this Project until its completion and turn-over </td></tr> <tr> <td>7. First Aider</td><td> - Licensed Nurse or Accredited First Aider practitioner by the Red Cross of the Philippines; - With valid "Standard First Aid & Basic Life Support" Training Certificates issued by Red Cross or any organization authorized by DOLE - With at least 1 year of experience in the construction industry; and - Shall render services for this project. </td></tr> </tbody> </table> Each of the Bidder's Key Personnel must be supported by the following documents: - Accomplished CV or Bio-Data with their complete qualification and work experience data; - Valid Professional License issued by Professional Regulation Commission	Key Personnel	Qualification and Experience	1. Construction Supervisor	- Licensed Civil Engineer or Architect; - With at least five (5) years of experience in the construction industry; and - Shall render full time services for this Project until its completion and turn-over.	2. Materials Engineer	- DPWH accredited Materials Engineer; - With at least three (3) years of experience as Materials Engineer; and - Shall render services as required for this Project.	3. Electrical Engineer	- Licensed Electrical Engineer; - With at least three (3) years of experience in the construction industry; and - Shall render services as required for this Project.	4. Master Plumber	- Licensed Master Plumber; - With at least three (3) years of experience in the construction industry; and - Shall render services as required for this Project.	5. Safety & Health Officer	- With at least three (3) years of experience as Safety Officer in the construction industry; - With Construction Occupational Safety & Health (COSH) Training from any training provider accredited by the DOLE; and - Shall render full-time services for this Project.	6. Foreman	- At least High School Graduate; - With at least three (3) years of experience as Foreman in the construction industry; and - Shall render full-time services for this Project until its completion and turn-over	7. First Aider	- Licensed Nurse or Accredited First Aider practitioner by the Red Cross of the Philippines; - With valid "Standard First Aid & Basic Life Support" Training Certificates issued by Red Cross or any organization authorized by DOLE - With at least 1 year of experience in the construction industry; and - Shall render services for this project.
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	(PCR) and if for renewal, submit a copy of the recently expired Professional Identification Card and official receipt as proof of payment for the application for renewal; c) Valid Certificate of Accreditation as Materials Engineer issued by DPWH; d) Certificate of Training on Construction Occupational Safety and Health (COSH) issued by a DOLE accredited training center/agency for the Safety Officer. e) Certificate of Training on Standard First Aid & Basic Life Support for the First Aider. NOTE: DESIGNATION OF KEY PERSONNEL TO MORE THAN ONE OF THE ABOVE STATED PROFESSIONS IS NOT ALLOWED EXCEPT FOR MATERIALS ENGINEER.																																																									
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14.3	Payment shall be made in Philippine Peso .																																																									
15.1	Bids will be valid for One Hundred Twenty (120) calendar days from bid opening.																																																									
16.1	The Bid Security shall be in the form of a Bid Securing Declaration, and choose at least two (2) from any of the following: 1. The amount of not less than PhP495,200.00 [Insert 2% of ABC], if bid security is in cash.																																																									

	2. The amount of not less than PhP495,200.00), [Insert 2% of ABC], if bid security is in cashier's check. 3. The amount of not less than PhP495,200.00, [Insert 2% of ABC], if bid security is in manager's check. 4. The amount of not less than PhP1,238,000.00, [Insert 5% of ABC], if bid security is in bank draft. 5. The amount of not less than PhP1,238,000.00, [Insert 5% of ABC], if bid security is in guarantee. 6. The amount of not less than PhP1,238,000.00, [Insert 5% of ABC], if irrevocable Letter of Credit. 7. The amount of not less than PhP1,238,000.00, [Insert 5% of ABC], if Surety Bond.
16.2	The Bid Security shall be valid for a period of One Hundred Twenty (120) calendar days.
16.3	Substitution of the bid security form is allowed. Bid Securing Declaration and the following forms may be used: a) Cash or Cashier's or Manager's Check issued by a Bank. b) Bank draft/guarantee or irrevocable Letter of Credit issued by a Bank: Provided, however, that it shall be confirmed or authenticated by a local 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.
18	Each Bidder shall submit one (1) original copy and one (1) second copy, of the technical and financial components of its bid. <i>Requirements of the Catanduanes State University for MARKING AND SEALING OF BIDS are part of the Bidding Documents, Section XI.</i>
19	The address for submission of bids is at the: Office of the Procurement Unit / BAC Secretariat 1st Floor, Administration Building Catanduanes State University Calatagan, Virac, Catanduanes. The deadline for submission of bids is September 1, 2026, 2:00 PM.
21.5	No further instructions.
22.1	The date and time of bid opening is September 1, 2026, 2:15 PM.

	The place of bid opening is at the: BAC Conference Room 1st Floor, Administration Building Catanduanes State University Calatagan, Virac, Catanduanes
22.2(b)	Not applicable
25.3 (b)(i)	The quality component shall be assessed on the basis of criteria with corresponding numerical weights, which may include qualitative, environmental, or social aspects linked to the subject matter of the contract. These may include any or a combination of the following: a) Quality and technical merit, including technical competence and a credible track record; b) Aesthetic and functional design and characteristics; c) Approach and methodology; d) Accessibility; e) Tools and equipment; f) Social, environmental, economic, and innovative characteristics; g) Organization, qualification, and experience of employees or staff assigned to perform the contract; h) Ongoing contracts and work commitments; i) After-sales service and technical assistance; j) Delivery conditions, such as delivery period and delivery process; k) Disposal measures; or l) Other relevant criteria in relation to the subject Goods or Infrastructure Projects to be procured.
25.3 (b)(iii)	Not applicable
25.3(b)	Not Applicable
25.3 (c)(i)	Not Applicable
25.5 (a)	Partial bid is not allowed. The infrastructure project is packaged in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.

25.5 (b)	Bid correction is shall be allowed.
25.6	No further instructions.
26.1	Post-Qualification Requirements: <i>Original copy and two (2) certified true copies of the following:</i> 1. Registration Certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives. 2. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas. 3. Tax Clearance per E.O. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). 4. Valid Philippine Contractors Accreditation Board (PCAB) License. 5. Latest Audited Financial Statement received by the BIR. 6. Latest Income and Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) for the last six (6) months prior to the opening of bids. a. VAT Returns (BIR Form 2550Q) or Percentage Tax Return (BIR Form 25510Q) with proof of payment for the last six (6) months. b. Latest Quarterly and Annual Income Tax Returns (BIR Form 1701 or 1702)
29.3(f)	List of additional contract documents to be submitted within ten (10) calendar days upon receipt of Notice of Award (NOA): a. Company Profile; b. Overall Planned S-Curve (Baseline S-Curve); c. Manpower Schedule; d. Equipment Utilization Schedule; e. Detailed Baseline Construction Program/Schedule; f. Construction Methods in narrative form on how the contractor will undertake the works under the contract; g. Construction Safety and Health Program approved by the DOLE; h. Program Evaluation and Review Technique (PERT); i. Critical Path Method (CPM)

30.2	Not applicable
30.3	The Performance Security shall be in the form: <i>[choose one from any of the following:]</i> 1) The amount of not less than <i>10% of the contract price</i>, if performance security is in cash. 2) The amount of not less than <i>10% of the contract price</i>, if performance security is in cashier's check. 3) The amount of not less than <i>10% of the contract price</i>, if performance security is in manager's check. 4) The amount of not less than <i>10% of the contract price</i>, if performance security is in bank draft. 5) The amount of not less than <i>10% of the contract price</i>, if performance security is in guarantee. 6) The amount of not less than <i>10% of the contract price</i>, if performance security is irrevocable LoC or 7) The amount of not less than <i>30% of the contract price</i>, if performance security is Surety Bond.

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The GCC in Section IV, read in conjunction with the SCC in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The GCC herein shall not be altered. Any changes and complementary information which may be needed shall be introduced only through the SCC in Section V.

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1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

- 1.1 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 by issuing an extension of time or an acceleration order.
- 1.2 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the **SCC**.
- 1.3 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 as forming part of the Site.
- 1.4 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.
- 1.5 **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; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**. In line with this, Temporary Works are works designed, constructed, and installed by the Contractor that are needed for construction or installation of the Permanent Works, which are subsequently removed.

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 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 shall be interpreted in accordance with the laws of the Republic of the Philippines.
- 3.2 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.

4) **Communications**

Communications between parties that are referred to in the Conditions shall be effective only if made 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 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 1.3, 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 44.
- 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 its 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 and any person authorized by the Procuring Entity 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, 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 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 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 its 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 of such discoveries and carry out the Procuring Entity's instructions in dealing with them.

7) Subcontracting

- 7.1 Unless otherwise indicated in the **SCC**, the Contractor shall not subcontract portions of the Works beyond the percentage specified in **BDS** Clause 8.1. If subcontracting is allowed, the arrangement, including the timing for submission of the subcontractor's eligibility documents, shall be disclosed.

7.2 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and to projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements:

- a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:
 - i) The subcontracted portion shall not exceed fifty percent (50%), or a different percentage on a per project basis as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and
 - ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the project as determined by the Procuring Entity.

b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;

c) Subcontractors must meet the eligibility criteria and shall submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;

e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:

- i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed;
- ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs; and

- iii) Contract performance monitoring, such as the use of CPES, among others, shall also be mandatorily applied to the work experience of the subcontractors.

8) Advance Payment

- 8.1 The Procuring Entity shall make an advance payment on the Contract Price 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**.
- 8.2 The advance payment shall be made only upon:
 - i) Written request of the contractor which shall form part of the contract document; and
 - ii) Submission of an irrevocable standby Letter of Credit of equivalent value from a bank as confirmed by the Procuring Entity; a bank guarantee; or a surety bond callable upon demand issued by a duly licensed surety or insurance company, at the option of the Procuring Entity.
- 8.3 The advance payment shall be recovered from the Contractor through deductions in amounts equivalent to the percentage of the total contract price that corresponds to the value of the advance payment granted.
- 8.4 Once a month, Contractors may submit documents, such as Monthly Certificates,⁹ to show the progress or partial completion of a project. The Contractor may reduce its standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates, or any equivalent document subject to auditing and accounting rules, in the advance payment.

9) Progress Payments

- 9.1 Once a month, the Contractor may submit a statement of work accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished. The SWA should show the amounts which the Contractor considers itself to be entitled to up to the end of the month, to cover (i) the cumulative value of the Works it executed to date, based on the items in the Bill of Quantities, and (ii) adjustments made for approved Variation Orders executed. Alternatively, the Procuring Entity may require in the Bidding Documents that the SWA or progress billing and the corresponding request for progress payment may only be submitted upon actual completion of the Infrastructure Project or a specific portion, segment, milestone or phase thereof.

The Procuring Entity or Project Engineer shall check the Contractor's SWA and certify the amount to be paid to the Contractor as progress payment. Materials and equipment delivered onsite but not yet incorporated in the Works shall not be included for payment, except as otherwise stipulated in the **SCC**.

⁹ Commission on Audit (COA) Circular 2012-001.

- 9.2 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.
 - c) Retention money in accordance with the conditions of the contract.
 - d) Amount to cover third-party liabilities.
 - e) Amount to cover uncorrected discovered defects in the Works.
- 9.3 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity 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.
- 9.4 The first progress payment may be paid by the Procuring Entity to the Contractor, as indicated in the **SCC**; Provided, That at least a percentage of the Works has been accomplished as certified by the Procuring Entity and as indicated in the **SCC**.
- 9.5 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.

10) Payment Documents

- 10.1 Subject to existing accounting and auditing rules and regulations,¹⁰ the Contractor shall submit to the Procuring Entity monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 10.2 The Procuring Entity shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 10.3 The value of Work executed shall:
- a) be determined by the Procuring Entity;
 - b) comprise the value of the quantities of the items in the Bill of Quantities completed; and
 - c) include the valuations of approved variations.
- 10.4 The Procuring Entity 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.

¹⁰ COA Circular No. 2012-001.

11) Retention

- 11.1 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 Clause 11.2. The said amount will serve to guarantee indemnity for uncorrected discovered defects and third-party liabilities arising from this Contract. This retention money shall be utilized if the contractor fails to repair the discovered defects. Should the retention money be insufficient, the PE may forfeit the performance security, which may ultimately lead to the termination of the contract.¹¹
- 11.2 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 the 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 be imposed, which may be decreased to 5 percent (5%) by the Procuring Entity based on justifiable causes.¹²
- 11.3 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 bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government; 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.
- 11.4 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.

12) Performance Security

- 12.1 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 winning Contractor shall furnish the performance security in any of the forms prescribed in ITB Clause 30 in relation to BDS Clause 30.2 and 30.3.

¹¹ Supreme Court rulings (e.g. New Bian Yek Commercial, Inc. vs. Office of the Ombudsman, et. al., GR No. 169338[2009], and Tondo Medical Center vs. Rante, G.R. No. 230645 [2019] have affirmed this purpose, stating that retention money is a form of security to ensure the satisfactory completion of works and to cover any defects or third-party claims that may arise after project completion.

¹² Section 71.2.8 of the IRR.

- 12.2 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.
- 12.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance. In case the performance security issued is valid for a specific period shorter than the term of the contract, including the defects liability period, the same shall be renewed or extended as often as necessary and immediately submitted to the Procuring Entity. In case of approved contract time extensions, the Contractor shall cause the extension of the validity of the performance security to cover the said extensions.
- 12.4 The performance security may be released by the Procuring Entity after the issuance of the Certificate of Final Acceptance; Provided, That the Procuring Entity has no claims filed against the performance security.
- 12.5 The Contractor shall post an additional performance security following the amount and form specified in **ITB** Clause 30 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of change orders, extra work orders and supplemental agreements, as the case may be.
- 12.6 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.
- 12.7 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 No. 3688¹³ 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.

13) Detailed Engineering and Site Investigation Reports

- 13.1 The Contractor, in preparing the Bid, shall rely on all Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.
- 13.2 Detailed engineering shall proceed only on the basis of the feasibility or preliminary engineering study made which establishes the technical viability of the project and conformance to land use and zoning guidelines prescribed by existing laws. The findings contained in the feasibility study, if undertaken for the project, shall be examined. If, in the course of this exercise, it is found that amendments would be desirable in the design standards of principal features, as proposed, specific recommendations for such changes shall be supported

¹³ Also known as "An Act for the Protection of Persons Furnishing Material and Labor for the Construction Of Public Works".

by detailed justifications, including their effects on the cost, and the economic justifications, if necessary.

13.3 A schedule of detailed engineering activities shall include the following:

- a) Survey;
- b) Site Investigation;
- c) Soils and Foundation Investigation;
- d) Construction Materials Investigation;
- e) Preparation of Design Plans;
- f) Preparation of Technical Specifications;
- g) Preparation of Quantity and Cost Estimates;
- h) Preparation of Scope of Work;
- i) Preparation of Proposed Construction Schedule (and estimated Cash Flow for projects with Schedule over six (6) months);
- j) Preparation of Site or Right-of-Way Plans including Schedule of Acquisition;
- k) Preparation of Utility Relocation Plan;
- l) Preparation and Submission of Design Report;
- m) Environmental Impact Statement for critical project, as defined by the Department of Environment and Natural Resources;
- n) Preparation of minimum requirements for a Construction Safety and Health Program for the project being considered;
- o) Value Engineering Studies; and
- p) Preparation of report on asset climate hazards, risk assessment, disaster response strategies, and readiness planning.

13.4 Work under detailed architectural and engineering design shall include, among others, the items stated in Section 8.3 of the IRR.

14) Licenses and Permits

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

15) Contractor's Risk and Warranty Security

- 15.1 From the time project construction commenced up to final acceptance, the Contractor shall assume full responsibility for any damage or destruction of the works, except those occasioned by force majeure; and the safety, protection, security, and convenience of its personnel, third parties, and the public at large,

as well as the works, equipment, installation and the like to be affected by its construction work.

- 15.2 The defects liability period for infrastructure projects shall be one (1) year from project completion up to final acceptance by the Procuring Entity. During this period, the Contractor shall undertake the repair works, at its own expense, of any damage to the Works on account of the use of materials of inferior quality, defects in the construction, or due to any violation of the terms of the contract, within ninety (90) calendar 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.
- 15.3 The defects liability period shall be covered by the performance security of the Contractor required in Section 68 of the IRR, which shall guarantee that the Contractor performs its responsibilities stated in **GCC** Clause 15.1 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 properties to attachment or garnishment proceedings, and may impose the appropriate penalty under Sections 99, 100, and 101 of the IRR. All payables of the GoP in its favor shall be offset to recover the costs.
- 15.4 The following persons shall be held responsible for "Structural Defects," i.e., major faults or flaws or 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 or 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 or 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 or Project Manager or Construction Managers and Supervisors – The project owner's representative, project manager, construction manager, and supervisor shall be held liable in cases where the Structural Defects or Failures are due to 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 or 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; and

- e) Users - In cases where Structural Defects or Failures are due to abuse or misuse by the End-User or Implementing Unit 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.

- 15.5 The warranty against Structural Defects or Failures, except those occasioned by 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. On the other hand, such warranty shall likewise be applied against non-structural defects for instances that pertain to faults or deficiencies in non-load bearing components or finishes of the Project, such as minor cracks, leaks, or defects in workmanship or materials, which do not affect the stability or safety of the structure but may impact its appearance, functionality, or usability.
- 15.6 To guarantee that the Contractor shall perform its responsibilities, it shall be required to post a warranty security, which shall be stated in Philippine Peso, in the form chosen by the Procuring Entity 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 bank; Provided, however, that the letter of credit shall be confirmed or authenticated by a local bank, if issued by a foreign bank. For biddings conducted by LGUs, the Letter of Credit may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	Five Percent (5%)
(b) Bank guarantee confirmed by bank. For biddings conducted by LGUs, the bank draft/guarantee may be issued by other banks certified by the BSP as authorized to issue such financial instrument.	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%)

- 15.7 The warranty security shall be stated in Philippine Peso and shall remain effective within one (1) year from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity, and returned only after the lapse of the said one (1) year period. This one (1) year period shall cover both structural and non-structural defects or failures; Provided, That in cases of structural defects or failures, warranties beyond the one (1) year period shall be subject to applicable laws, rules, and regulations such as the New Civil Code of the Philippines.

- 15.8 In case of structural/non-structural defects or failure occurring during the applicable warranty period provided in **GCC** Clause 15.5, 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 imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

16) Procuring Entity's Risk

- 16.1 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 or contracted by it, 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.

17) Insurance

- 17.1 The Contractor shall, under its name and at its own expense, obtain and maintain, for the duration of this Contract, the following insurance coverage:
- a) Contractor's All Risk Insurance, with an exception for Simple Infrastructure Projects, as applicable;
 - 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.
- 17.2 The Contractor shall provide evidence to the Procuring Entity 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.
- 17.3 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 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.

- 17.4 If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance required to be obtained 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.
- 17.5 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 9 until the Contractor complies with this Clause.
- 17.6 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;
 - iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies has been 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.

18) Liquidated Damages

- 18.1 When the Contractor fails to satisfactorily complete the Works under the contract within the specified contract duration, inclusive of duly granted time extensions, if any, the Contractor shall be liable for liquidated damages in an amount equal to at least one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of the Works for every day of delay.
- 18.2 In computing liquidated damages, the Procuring Entity shall determine the usability of the project. A project or a portion thereof may be deemed usable

when it starts to provide the desired benefits as certified by the End-User or Implementing Unit and approved by the HoPE.

- 18.3 To be entitled to liquidated damages, the Procuring Entity does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due, or which may become due the Contractor under the contract, collected from the retention money or other securities posted by the Contractor, or a combination thereof, whichever is convenient to the Procuring Entity.
- 18.4 In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
- 18.5 If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment schedule.

19) Settlement of Disputes

- 19.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 19.2 In case of failure to settle the dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC**.

- 19.3 If the dispute remains unresolved after exhausting the remedies provided above, it may be submitted to other forms of ADR, such as mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof, in accordance with RA No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". However, disputes that are within the competence or jurisdiction of the Construction Industry Arbitration Commission shall be referred to the same for resolution.¹⁴

20) 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.

21) Termination for Breach of Contract

- 21.1 The Procuring Entity shall terminate the contract for breach thereof when any of the following conditions are present:

¹⁴ Executive Order No. 1008 (Construction Industry Arbitration Law); and Construction Industry Arbitration Commission Revised Rules of Procedure.

- a) 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 No. 1870, s. 1983;
- b) Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work;
- c) The Contractor abandons the contract works, plainly demonstrates an intention not to continue the performance of the Contractor's obligations under the contract, refuses or fails to comply with the Procuring Entity's instructions, or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;
- d) When the Contractor, without reasonable excuse, fails to comply with the Notice of Rejection given by the Project Engineer that, after examination therein, the Infrastructure Project is found to be defective or otherwise not in accordance with the Contract, or a Project Engineer's instruction to conduct remedial work, within 30 days after receiving the said notice;
- e) The Contractor 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 work plan and equipment deployment schedule as required for the project;
- f) The Contractor does not execute the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
- g) The Contractor neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable;
- h) The Contractor subcontracts any part of the contract works without approval by the Procuring Entity; or
- i) The Contractor becomes bankrupt or insolvent; goes into liquidation, administration, reorganization, winding-up, or dissolution; becomes subject to the appointment of a liquidator, receiver, administrator, manager, or trustee; enters into a composition or arrangement with the Contractor's creditors; or any act is done or any event occurs which is analogous to or has a similar effect to any of these acts or events under applicable laws.

21.2 All materials on the Site, Plant, Works, including Equipment paid under this Contract, including those identified by the Procuring Entity in the **SCC** pursuant to GCC Clause 9.1, shall be deemed to be the property of the Procuring Entity if this Contract is terminated because of the Contractor's breach.

22) Termination Due to Force Majeure

22.1 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 could not have been foreseen, or 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.

- 22.2 If this Contract is discontinued by an outbreak of war or by any other similar event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving the 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 by the Procuring Entity.
- 22.3 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.
- 22.4 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, in relation to GCC Clause 9.1 and 21.2, adjusted by the following:
- (a) any sum to which the Contractor is entitled under **GCC** Clause 30; and
 - (b) any sum to which the Procuring Entity is entitled.
- 22.5 The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

23) Termination by Contractor

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;
- b) Substantial failure of the Procuring Entity to perform its obligations under the contract, and such failure constitutes a material breach of the Procuring Entity's obligations under the contract;
- c) Prolonged suspension by the Procuring Entity, through no fault of the Contractor, which affects the substantial part of the Infrastructure Project; or
- d) 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.

24) Termination for Convenience

The Procuring Entity, by notice sent to the Contractor, may terminate the Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

- a) If 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; or
- b) The HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.

25) Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined prima facie that the Contractor, including any joint venture partner therein, has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. These unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.1, unless otherwise specified in the SCC;
- b) Drawing up or using forged documents;
- c) Using adulterated materials, means, or methods, or engaging in production contrary to rules of science or trade; or
- d) Any other act analogous to the foregoing.

26) Termination for Other Causes

- 26.1 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 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; or if the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous events, changes in laws and government policies.
- 26.2 The Procuring Entity or the Contractor may terminate this Contract if the other party causes a fundamental breach of this Contract.
- 26.3 Other 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;
 - b) The Procuring Entity instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty-eight (28) days;
 - c) A payment certified by the Procuring Entity is not paid to the Contractor within eighty-four (84) days from the date of the Procuring Entity's certificate;

- d) The Procuring Entity 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;
 - e) The Contractor does not maintain a Security, which is required; and
 - f) 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** 18.
- 26.4 The Funding Source or the Procuring Entity, as appropriate, will seek the imposition of administrative sanctions as prescribed by RA No. 12009 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable against individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 26.5 When persons from either party to this Contract gives notice of a fundamental breach to the Procuring Entity in order to terminate the existing contract for a cause other than those listed under **GCC** Clause 26.3, the Procuring Entity shall decide whether the breach is fundamental or not.
- 26.6 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.

27) Procedures for Termination of Contracts

- 27.1 The following provisions shall govern the procedures for the termination of this Contract:
- a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached;
 - b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the Contractor conveying the termination of the contract. The notice shall state:
 - (i) that the Contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds 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) **Show Cause** - 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) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Contractor's verified position paper, 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) **Decision** - 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 the contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Contractor of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.
- f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist him in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE
- g) **Take-over of Contracts** - If a Procuring Entity terminates the contract due to default, insolvency, or for cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35.3 of the IRR.
- h) **Notice by Contractor** - The Contractor must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

27.2 Notwithstanding Section 99 of RA No. 12009 and 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, as stated in the **SCC**.

28) Approval of Drawings and Temporary Works by the Procuring Entity

- 28.1 All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Procuring Entity before its use.
- 28.2 The Contractor shall be responsible for design of Temporary Works.
- 28.3 The Procuring Entity's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

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

29) Acceleration and Delays Ordered by the Procuring Entity

- 29.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Procuring Entity 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.
- 29.2 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.

30) Contractor's Right to Claim

If the Contractor incurs cost as a result of any of the events under **GCC** Clauses 22, 23 and 24 in relation to **GCC** Clause 20, 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.

31) Dayworks

- 31.1 Subject to **GCC** Clause 40 on Variation Order, and if applicable as indicated in the **SCC**, the Contractor shall determine the Dayworks rates to be included or indicated in the Bid. The Dayworks rates in the Contractor's bid shall be used for small additional amounts of work only when the Procuring Entity has given written instructions in advance for additional work to be paid for in that way.
- 31.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity within two (2) days of the work being done.
- 31.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms from both the Procuring Entity and Contractor.

32) Early Warning

- 32.1 The Contractor shall warn the Procuring Entity 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.
- 32.2 The Contractor shall cooperate with the Procuring Entity 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. Should such events or circumstances arise which increase the Contract price or delay the execution of Works, the provisions on variation order shall apply.

33) Program of Work

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

- 33.2 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.
- 33.3 The Contractor shall submit to the Procuring Entity 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 may withhold the amount stated in the SCC from the next payment schedule and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.
- 33.4 The Procuring Entity's approval of the Program of Work shall not alter the Contractor's obligations. A revised Program of Work produced by the Contractor shall show the effect of any approved Variations, and shall include all Variations. The Contractor may revise the Program of Work, based on the Variation Order, and submit it to the Procuring Entity again.
- 33.5 When the Program of Work is updated, the Contractor shall provide the Procuring Entity 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.

34) Management Conferences

- 34.1 Either the Procuring Entity 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.
- 34.2 The Procuring Entity 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 the actions to be taken shall be decided by the Procuring Entity either at the Management Conference or after the Management Conference. The Procuring Entity shall communicate these responsibilities in writing to all who attended the Conference.

35) Bill of Quantities

- 35.1 The Bill of Quantities shall contain items of work for the construction, installation, testing, commissioning of work, materials, and labor among others, to be done by the Contractor.
- 35.2 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.
- 35.3 If the final quantity of any work item completed differs from the quantity indicated in the Bill of Quantities, and the difference does not exceed twenty-five percent (25%) of the original quantity for that item, the Procuring Entity shall adjust the Contract accordingly.

This shall be allowed only if the total amount of all such changes does not go beyond ten percent (10%) of the total Contract price, subject to applicable laws, rules, and regulations.

- 35.4 If requested by the Procuring Entity, the Contractor shall provide the Procuring Entity with a detailed cost breakdown of any rate in the Bill of Quantities.

36) Instructions, Inspections and Audits

- 36.1 The Procuring Entity shall at all reasonable times during construction of the Works be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.
- 36.2 If the Procuring Entity 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. In the absence of any defect, the test shall be a compensation event with no adverse consequences to the contractor.
- 36.3 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.

37) Identifying Defects

The Procuring Entity 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 may instruct the Contractor to check noted defects and test any work that the Procuring Entity considers as substandard and/or defective.

38) Correction of Defects

- 38.1 The Procuring Entity 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.
- 38.2 Every time notice of a defect is given, the Contractor shall correct the notified defect within ninety (90) calendar days from the time the HoPE has issued an order to undertake repair.
- 38.3 The Contractor shall correct the defects which they notice themselves before the end of the Defects Liability Period.
- 38.4 The Procuring Entity shall certify that all defects have been duly corrected.

39) Uncorrected Defects

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

40) Variation Orders

- 40.1 Variation Orders may be issued by the Procuring Entity to cover any increase or 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 Government after award of the contract.

Provided, That in case of positive or additive Variation Order/s, the cumulative amount thereof shall not exceed ten percent (10%) of the original contract price; Provided, further, That the scope of works shall not be reduced as to accommodate a positive Variation Order. In all cases, the addition of works under Variation Orders should be within the general scope of the project as bid and awarded.

- 40.2 Any cumulative positive Variation Order beyond ten percent (10%) of the original contract price shall be the subject of another procurement project 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, upon the recommendation of the End-User or Implementing Unit, may authorize positive Variation Order/s resulting to a cumulative value of the positive Variation Orders beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price.

All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, at the option of the Procuring Entity.

- 40.3 A Variation Order may either be in the form of a Change Order or Extra Work Order:

- a) A Change Order may be issued by the HoPE or duly authorized representative to cover any increase or decrease in quantities of original work items in the contract.
- b) An Extra Work Order may be issued by the implementing official to cover the introduction of new work necessary for the completion, improvement or protection of the project which was 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.

- 40.4 For Variation Orders, the Contractor shall be paid for additional work items whose unit prices shall be derived based on the following:

- a) For additional or extra works duly covered by Change Orders involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items original contract shall be used.

- b) For additional or extra works duly covered by Extra Work Orders involving new work items that are not in the original contract, the unit prices of the new work items shall be based on the direct unit costs used in the original contract (e.g., unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices; Provided, The same is acceptable to both the Government and the Contractor; Provided further, That the direct unit costs of new components shall be based on the Contractor's estimate as validated by the Procuring Entity concerned via documented canvass in accordance with existing rules and regulations. The direct cost of the new work item shall then be combined with the mark-up factor (i.e., taxes and profit) used by the Contractor in its bid to determine the unit price of the new work item.

40.5 Under no circumstances shall a Contractor proceed to commence work under any Change Order or Extra Work Order unless it has been approved by the HoPE or its duly authorized representative. However, under any of the following conditions, the Procuring Entity's representative or Project Engineer may, subject to the availability of funds and within the limits of its delegated authority, allow the immediate start of work under any Change Order or Extra Work Order:

- a) In the event of an emergency where the prosecution of the work is urgent to avoid detriment to public service, or damage to life and/or property; and/or
- b) When time is of the essence;

Provided, however, That such approval is valid on work done up to the point where the cumulative increase in value of work on the project which has not yet been duly fully approved does not exceed five percent (5%) of the adjusted original contract price.

Provided, further, That immediately after the start of work, the corresponding Change Order or Extra Work Order shall be prepared and submitted for approval in accordance with the abovementioned rules. Payments for Works satisfactorily accomplished on any Change Order or Extra Work Order may be made only after approval of the same by the HoPE or its duly authorized representative.

Provided, finally, That for a Change Order or Extra Work Order involving a cumulative amount exceeding five percent (5%) of the original contract price, no work thereon may be commenced unless said Change Order or Extra Work Order has been approved by the HoPE or its duly authorized representative.

41) Contract Completion

Once the project reaches an accomplishment of ninety-five percent (95%) of the total contract amount, the Procuring Entity may constitute an inspectorate team to conduct 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 within the approved remaining contract time. This, however, shall not preclude the claim of the Procuring Entity for liquidated damages, if applicable.

42) Suspension of Work

- 42.1 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 event 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.
- 42.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any or all projects or 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 that make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police station which has responsibility over the affected area and confirmed by the Department of the Interior and Local Government (DILG) Regional Director.
 - d) There was a 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 by the Procuring Entity's authorized representative that the documents are complete, unless there are justifiable reasons for the delay in payment which shall be communicated in writing to the Contractor.
- 42.3 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 to the Contractor by adjusting the contract time accordingly.

43) Payment on Termination

- 43.1 If the Contract is terminated because of a breach of Contract by the Contractor, the Procuring Entity 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.

- 43.2 If the Contract is terminated for the Procuring Entity's convenience, or due to a breach of Contract by the Procuring Entity, the Procuring Entity 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.
- 43.3 The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.
- 43.4 If the Contractor has terminated the Contract under **GCC** Clauses 23 to 24, the Procuring Entity shall promptly return the Performance Security to the Contractor.

44) Extension of Contract Time

- 44.1 Should the amount of additional work or other special circumstances warrant the entitlement of the Contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; Provided, That the Contractor has notified the Procuring Entity of its claim for extension of contract time prior to the expiration of the contract time, and within thirty (30) calendar days after the additional work has been commenced or the circumstances leading to such claim have arisen, as the case may be, in order to give the Procuring Entity the opportunity to investigate the claim. Failure to provide such notice shall constitute a waiver of such a claim by the Contractor. 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 to complete the contract work when, in the Procuring Entity's opinion, the findings of facts justify an extension.
- 44.2 No extension of contract time shall be granted to the Contractor due to ordinary unfavorable weather conditions and inexcusable negligence of the Contractor to provide the required equipment, supplies, or materials.
- 44.3 Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT, CPM, Precedence Diagram Method or any other project management tool.
- 44.4 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.
- 44.5 Extension of contract time may be granted in the cases indicated in the **SCC**.
- 44.6 The written consent of the bank, or surety or insurance company, as the case may be, 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.

44.7 The Procuring Entity 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.

44.8 The Procuring Entity shall decide whether and by how much to extend the Intended Completion Date within twenty (20) days of the Contractor asking the Procuring Entity 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.

45) Price Escalation

In the event of an extraordinary increase in prices of specific components of the Infrastructure Project, price escalation may be considered, subject to prior approval of the GPPB. If the cost of construction components increases by more than ten percent (10%) of the unit price of work items, as determined against the prevailing price indices of the PSA, a price escalation may be authorized at a no-loss, no-gain basis, using the appropriate formula prescribed by the GPPB. For the purpose of this Section, the PSA shall ensure that its price indices are region-specific and updated on a monthly basis

46) Completion

The Contractor shall request the Procuring Entity to issue a Certificate of Completion of the Works, and the Procuring Entity will do so upon determining that the work is completed.

47) Taking Over

The Procuring Entity shall take over the Site and the Works within seven (7) days from the date of issuance of a Certificate of Completion; Provided, That it shall not release the Contractor of its responsibilities within the defects liability period.

48) Operating and Maintenance Manuals

48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.

48.2 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 approval, the Procuring Entity shall withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC.

The provisions of this Section complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a) Information that complements provisions of Section IV. General Conditions of Contract must be incorporated.
- b) Amendments and/or supplements to provisions of Section IV. General Conditions of Contract, as necessitated by the circumstances of the specific project, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of Section IV. General Conditions of Contract should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1.1	The Intended Completion Date is One Hundred Eighty (180) calendar days upon receipt of Notice to Proceed. <i>NOTE: The contract duration shall be reckoned from the start date and not from contract effectivity date.</i>
1.2	The Procuring Entity is Catanduanes State University Calatagan, Virac, Catanduanes
1.3	The Site is located at Catanduanes State University Main Campus, Calatagan, Virac, Catanduanes and is defined in drawings No. A-3.
1.4	The Start Date is within seven (7) calendar days upon receipt of Notice to Proceed.
1.5	The Works consist of Construction/Completion of Student Convention Center with Amphitheater.
2.2	Not applicable
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor upon start date.
6.5	The Contractor shall employ the following Key Personnel: Supervising Project Engineer Materials Engineer Electrical Engineer Master Plumber Safety and Health Officer Foreman First Aider
7.1	No further instructions.
8.1	The amount of the advance payment is not more than fifteen percent (15%) , to be made in lump sum.
9.1	No further instructions.
9.4	The advance payment shall be repaid by the contractor by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total contract price used for the advance payment. The first progress payment may be paid by the Procuring Entity to the Contractor; Provided, That at least <i>[insert percentage]</i> of the Works has been accomplished as certified by the Procuring Entity.
12.7	No further instructions.
13.1	The site investigation reports shall be conducted by the Project Management Office of the Agency duly noted by the Contractor.

15.3	No further instructions.
15.5	<i>Select one, delete the others.</i> <i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>
19.2	The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor: <i>[Insert name]</i> <i>[Insert address]</i>
20	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.
25(a)	No further instructions.
27.2	a) Failure of the Contractor, due solely to its 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 its fault or negligence as reflected in the 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 fifteen (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.]
31.1	Dayworks are applicable at the rate shown in the Contractor's original Bid.
33.1	The Contractor shall submit the Program of Work to the Procuring Entity within <i>[insert number]</i> days of delivery from the Notice of Award.
33.3	The period between Program of Work updates is <i>[insert number]</i> days. The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i>.
36.3	The Funding Source is the <i>Government of the Philippines</i> .
43.1	The percentage to apply to the value of the work not completed is <i>[insert percentage]</i> .

44.5	a) rainy/unworkable days considered unfavorable for the prosecution of the Works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or b) major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, c) delays attributable to the Procuring Entity, 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 d) other meritorious causes as determined by the Procuring Entity and approved by the HoPE such as 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.
48.1	The date by which operating and maintenance manuals are required is <i>[date]</i>. The date by which “as built” drawings are required is <i>[date]</i>.
48.2	The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i>.

Section VI. Specifications (Scope of Works)

Notes on Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of Competitive Bidding, Limited Source Bidding, or Competitive Dialogue, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBD.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Prudence must be exercised in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable.

The following clause may be inserted in the SCC:

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Entity's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's consent. In the event the Procuring Entity determines that such proposed deviations do not ensure

substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.



Catanduanes State University



CONSTRUCTION/COMPLETION OF STUDENT CONVENTION CENTER WITH AMPHITHEATER

SCOPE OF WORKS

June 2026

Planning Unit

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FACILITIES FOR THE ENGINEERS

I. Provision of Field Office/ Lab. for the Engineers

1. The Contractor shall provide site/laboratory office for the Engineer including toilet and temporary barricades as per plan.
2. The Contractor shall provide and maintain field offices and laboratories, including all the necessary supplies of electricity, potable water supply, drainage, toilets for proper sanitation as specified in the Plan.
3. Temporary facilities provided by the Contractor shall be near in the job site, where necessary, and shall conform to the best standard for the required types.
4. Upon project completion, the facilities provided by the Contractor, including the utilities and communication facilities, shall revert to the Implementing Agency, including temporary facility materials, office equipment, apparatus, furniture, and laboratory equipment. with proper documentation and corresponding inventory and certificate/proof of turned over materials, prepared by the Contractor, under the supervision of the Project Management Unit (PMU), and received by the General Services Unit (GSU).

OTHER GENERAL REQUIREMENTS

II. Project Billboard/Signboard

The work under this Item shall consist of furnishing all required materials, tools, equipment, and labor for performing all operations necessary for the satisfactory completion of the project billboard.

1. The Contractor shall provide two (2) pieces of Project Standard Billboard, (1) as prescribed by the Catanduanes State University, and (2) as mandated by the Commission on Audit, through Circular No. 2013-004 dated January 30, 2013.
2. The prescribed CatSU billboard design layout, dimension and letter sizes on white background, as shown on the plan, shall be depicted on a standard billboard measuring 1220mm x 2440mm (4ft. x 8ft.) using 2" x 2" x 10' Coco Lumber for frames, braces, and 1/4" thk. Marine Plywood, Class A. The project billboard shall be placed along site premises and shall contain necessary contractual data which includes the following:
 - a. Contractor
 - b. Date Started
 - c. Contract Completion Date
 - d. Contract Cost
 - e. Implementing Office
 - f. Source of Fund
3. As per COA Circular No. 2013-004, the design and format of the tarpaulin, as shown in Annex "A", shall have the following specifications:
 - a. Tarpaulin, white 8ft x 8ft
 - b. Resolution: 70 dpi
 - c. Font: Helvetica
 - d. Font Size: Main Information - 3"
 - e. Sub-Information - 1"
 - f. Font Color: Black

III. Occupational Safety and Health

1. All works shall comply with the safety procedure or instruction as set out in Occupational Safety and Health Standards Strictly.
2. All workers must use appropriate tools and PPE's to ensure the safety of individuals.
3. The Contractor shall provide Personal Protective Equipment (PPE) to all staffs and laborers such as Safety Helmet, Safety Shoes, Safety Gloves, Safety Vest, Rain Coats, Dust Mask, Eye Goggles, Ear Muff, Body Harness & Lanyard, and Rubber Boots
4. Basic Personal Protective Equipment (PPE) shall be worn by all staff or laborers whenever within the project site.

5. The Contractor shall provide medical kits, medicines & accessories as well as antiseptics and disinfectants such as sanitizing solutions, ethyl alcohol, and liquid hand soap within the project site.
6. The Contractor shall provide Temporary Barricades and Signages.
7. Only trained operators or banksman shall engage to control or operate heavy equipment machines.
8. The Contractor shall assign a one (1) fulltime Safety Officer/Safety Engineer and one (1) fulltime First Aider.
9. Work activities shall be strictly monitored daily by the Safety Officer on site to ensure compliance with safety standards and quarantine protocols.
10. Proper waste disposal shall be provided for infectious waste such as PPEs and other waste products coming from outside the construction premises.
11. Contractor shall submit a copy of the approved OSH Program to the Agency through PMU.
12. The Contractor shall strictly adhere to the provisions of this scope. Non-compliance of this requirement shall be a valid ground for suspension and/or termination of contract.

IV. Permits, Fees, and Clearances

The work under this Item shall consist of furnishing all required fees and payments for permits and clearances, and performing all operations necessary for the satisfactory completion of all project.

1. Payments for building permit application including direct and indirect cost will be charged to the Contractor. This includes payment for sign and seal of professionals, Building Permit Processing Fee, ECC/DENR-EMB Processing & Clearance Fee, Zoning Clearance Fee, Fire Protection Certificate, Occupancy Permit Fee, and Material Testing Fees/Soil Testing Fees.
2. During project implementation, the Contractor shall conduct material testing at any testing materials agency recognized by the DPWH under the supervision of a representative from the Project Management Unit. All material testing shall be in accordance with the DPWH Standards. In addition, payments for such Material Testing are included in this Item and will be charged to the Contractor.
3. Proof of implementation of Item IV – Permits, Fees, & Clearances amounting to the specified pay item cost should be submitted and verified to and by the implementing entity particularly the Project Management Unit (PMU), as documentary evidence such as, but not limited to, "official receipts".

V. Mobilization/ Demobilization

1. This Item includes the mobilization/demobilization of materials and equipment, construction of Temporary Facilities, Bunkhouse, Warehouse storage & Project Site Office.
2. All materials used for billboards, signages, bunkhouses shall be new and be turned over to the implementing unit after the project is completed; please refer to the temporary facilities item.
3. This item includes demobilization of all construction debris from the site after all works has been completed.

CIVIL, MECHANICAL, ELECTRICAL, & PLUMBING/ SANITARY WORKS

EARTHWORKS

VI. Clearing and Grubbing

This item shall consist of clearing, grubbing, removing and disposing of 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 include the preservation from injury or defacement of all objects designated to remain. The work shall also include the clearing and removal of existing structures as may be affected by the construction.

All surface objects and all trees, stumps, roots and other protruding obstructions, not designated to remain, shall be cleared and/or grubbed, including mowed 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 subgrade or slope of the 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 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 vegetation, topsoil 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.
6. 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.
7. 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 will not be jeopardized. If permitted, burning shall be done in accordance with applicable laws, ordinances, and regulation.
8. Material and debris which cannot be burned and perishable materials may be disposed off by methods and at locations approved by the implementing agency, on or off the project site.
9. 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 300mm (12 inches) of earth or other approved material and shall be graded, shaped and compacted to present a pleasing appearance.
10. This scope involves clearing and grubbing of the entire building footprint as well as site clearing where the septic tank will be located as per plan.

VII. Structure Excavation

This item shall consist of the necessary excavation for the foundation of structural columns, tie beams, and other structures not otherwise provided for in the Specifications. except as otherwise provided for pipe culverts, the backfilling of completed structures and the disposal of all excavated surplus materials shall be in accordance with these specifications and in reasonably close conformity with the plans or as established by the Engineer.

All earthwork excavation shall be confined to the construction area as shown on the plans and shall be done in an approved manner with proper equipment. Excavation shall be suspended during rain and inclement weather, or when unsatisfactory field conditions

are encountered unless otherwise directed by the ENGINEER. At all times during construction, the CONTRACTOR shall maintain proper drainage in the construction area and shall take all measures necessary for erosion and sediment control.

1. Excavation work shall be done in all kinds of soils.
2. This scope includes the excavation of column footings, grade beams, and wall footing for masonry wall and removal of materials within the staked - out line of the building as well as excavation for catch basins and trench canals located as per plan.
3. The Contractor shall furnish all the necessary labor, place and maintain all support and shoring as maybe required for the excavation, including the removal/pumping of storm/waste water from the excavation.
4. The Contractor shall take every precaution to protect existing utility services from damage during construction operations. If damage occurs, the Institution shall be notified immediately and repairs shall be made promptly at the Contractor's expense. All repair works shall be satisfactory to the Engineer and the Institution. When interruptions of existing utilities occur, temporary service shall be provided as approved by the Engineer and Owner of the utility.
5. Contractor to provide for de-watering of excavations from either surface water, groundwater, or seepage.
6. The Contractor shall construct a temporary sump pit and associated drainage trench extending from the storm drain outlet to ensure continuous and positive flow of stormwater toward the lowest point of the site. The temporary drainage system shall prevent backflow, water accumulation, and localized flooding within the project area. Refer to Sheet P101 for the Ground Floor Storm Drain Layout.

VIII. Embankment (From Structural Excavation)

This item states the correct return of excavated material from digging below the natural grade and finish grade line. Make sure that each structure to be erected is at the correct level or depth before returning the soil and must be checked and approved by an Engineer.

1. Excavated areas around structures shall be backfilled with free-draining granular material approved by the Engineer and placed in horizontal layers not over 150 mm in thickness, to the level of the original ground surface. Each layer shall be moistened or dried as required and thoroughly compacted with mechanical tampers at 90% MDD.
2. All excavated materials, so far as suitable, shall be utilized as backfill or embankment. The surplus materials shall be disposed of in such a manner as not to obstruct the stream or otherwise impair the efficiency or appearance of the structure. No excavated materials shall be deposited at any time that may endanger the partly finished structure.
3. Utilization of excavated material from column footing, transformer pad, tie beam, and wall footing for embankment up to the Natural grade line and an additional volume of suitable backfilling materials.
4. The concrete strength of column and tie beams must be attained up to its considerable strength before backfilling and compaction is done on-site.
5. Gravel bedding for Slab on Grade and Wall Footing must be properly observed on-site and must have a minimum compacted thickness of 50mm.
6. The finished grade line of the structure must refer to the finished roadway as per standard construction practice.
7. No footing shall rest on fill.
8. The Contractor shall include backfilling and compaction works at 1.5m offset distance (outside) from the building footprint at 90% MDD.

IX. Embankment (Borrow Material)

This item indicates the correct placement of additional backfill soil, make sure the soil to be used as backfill is correct and appropriate and must be approved by the engineer.

1. Borrow materials must be a suitable soil. Each layer shall be moistened or dried as required and thoroughly compacted with mechanical tampers at 90% MDD.
2. The concrete strength of column and tie beams must be attained up to its considerable strength before backfilling and compaction is done on-site.
3. Gravel bedding for Slab on Grade and Wall Footing must be properly observed on-site and must have a minimum compacted thickness of 50mm.
4. The finished grade line of the structure must refer to the finished roadway as per standard construction practice.
5. No footing shall rest on fill.
6. The Contractor shall undertake backfilling and compaction works extending at least 1.50 m beyond the exterior perimeter of the building footprint. Compaction shall be carried out to a minimum of 90% of the Maximum Dry Density (MDD). For areas adjacent to the concrete bleachers/stairs, backfilling shall likewise extend a minimum horizontal distance of 1.50 m from the outer edge of the structure. Beyond this distance, the fill shall be graded at a maximum slope of 1V:1H (45°) from the Finished Floor Level (FFL) down to the Natural Ground Line (NGL), as indicated in the approved plans. The 45° sloped portion shall be excluded from the required 1.50 m horizontal backfill offset. Furthermore, the Contractor shall grade and shape the existing ground surface downstream of the storm drain outlet to establish a continuous positive drainage path. The finished ground profile shall be configured to facilitate the unobstructed flow of stormwater toward the lowest point of the site and ultimately discharge into the existing roadside drainage canal. Refer to Sheet P101 for the Ground Floor Storm Drain Layout.
7. An additional quantity of embankment from borrow is allocated at the standing area (front of the stage, beneath the multi-level stairs) to address and compensate for the actual soil conditions in the area.

X. Embankment (Gravel)

This item indicates the correct placement of gravel bedding after compacting the soil to the required density.

1. Excavated areas around structures shall be backfilled with free-draining granular material approved by the Engineer and placed in horizontal layers not over 150 mm in thickness, to the level of the original ground surface. Each layer shall be moistened or dried as required and thoroughly compacted with mechanical tampers at 90% MDD.
2. Gravel bedding for Slab on Grade and Wall Footing must be properly observed on-site and must have a minimum compacted thickness of 50mm.
3. The finished grade line of the structure must refer to the finished roadway as per standard construction practice.
4. No footing shall rest on fill.
5. The Contractor shall include backfilling and compaction works at 1.5m offset distance (outside) from the building footprint at 90% MDD.
6. An additional quantity of gravel bedding embankment is allocated at the standing area (front of the stage, beneath the multi-level stairs) to address and compensate for the actual soil conditions in the area.

XI. Soil Poisoning and Anti-Termite Treatment

This Item shall consist of furnishing and applying termite control chemicals, including the use of equipment and tools in performing such operations in accordance with this Specification.

Termite control chemicals or toxicants shall be able to immediately exterminate termites or create barriers to discourage entry of subterranean termites into the building areas.

Before any termite control work is started, thorough examination of the site shall be undertaken so that the appropriate method of soil poisoning can be applied. The Contractor shall coordinate with other related trades through the Engineer to avoid delay that may arise during the different phases of application of the termite control chemicals.

1. This scope includes soil poisoning of areas covered by the structure's slab on grade and ramps on grade as well as building landscape, planters and concrete pavement.
2. All chemical materials utilized by this sub shall be handled by professionals trained in doing so. All material will be stored in and disbursed from proper containers with no unused materials left on site unless secured in an approved storage area.
3. The Contractor must provide all necessary materials for the safe performance of work, The Contractor must use the chemical that is standard to the industry for its intended use.
4. Remove all wooden pieces, concrete debris, plastic strips, tree stump roots, and deleterious materials, etc. shall be completed as well as soil shall be leveled and compacted before treatment starts.
5. All construction-related tests shall be approved by the PMU prior to treatment.
6. The application shall immediately begin by first preparing and mixing the solutions of Approved Anti-termite/ soil poisoning material diluted with water at a rate of 1:49 Liter water as per manufacturer's recommendation.
7. The solution of approved Anti-termite material diluted with water shall be sprayed with an application rate of 4 to 5 liter per square meter into the leveled and compacted backfilling material of the whole building footprint and shall extend 10 meters from the outside perimeter of the building.
8. For foundations and other excavation, treat the bottom and side of trenches until a height of 300mm from the base with the solution at a rate of 5 liters per square meter.
9. After the foundation/ grade beams/ wall footings are built, the backfill which is in immediate contact with the foundation shall be treated at a rate of 7.5 liters per square meter. Treating shall be done on each side of the vertical surface.
10. The top surface of the consolidated earth shall also be treated at a rate of 5 liters per square meter before the gravel bedding is laid. If the filled earth does not allow the emulsion to be absorbed, make holes of 50mm to 75mm deep and 150mm apart to facilitate saturation of the soil with the termiticide solution.
11. Wall and floor junction shall be treated on the inner wall surface from ground level at a rate of 7.5 liters of vertical wall or column surface to be used. Solution shall reach the soil at the bottom.
12. Application of termiticide solution shall be sprayed to all wooden surfaces with an application rate of 4 to 5 liter per square meter prior to painting works.
13. The treated area shall then be covered, it can be opened free until 2 hours, and then casting can be started. Casting must be completed by 2 to 24 hours after the Anti-termite application.
14. This Contractor must not treat soils in adverse weather conditions.
15. The work area must be cleaned up daily ensuring that chemical containers and rags or any other expended material items have been safely removed from the site.
16. The contractor shall guarantee the work for one (1) year after final acceptance.
17. The Contractor must employ accredited workmen who are trained in working with chemical compounds and pesticides and have a full understanding of handling and safety procedures and first aid emergency care.

PLAIN AND REINFORCED CONCRETE WORKS

XII. Formworks and Falseworks

This item shall consist of designing, constructing, and removing forms and falsework to temporarily support, concrete, girders, and other structural elements until the structure is completed to the point it can support itself.

Formwork

The material used for smooth form finish shall be phenolic board (maximum of 4 uses), tempered concrete-form-grade hardboard, metal, plastic, paper, or other acceptable materials capable of producing the desired finish for form-facing material. Form-facing materials with raised grain, torn surfaces, worn edges, patches, dents, or other defects that will impair the texture of concrete surfaces shall not be permitted. No form-facing material shall be specified for rough form finish.

Falsework

The material to be used in the falsework construction shall be of the quantity and quality necessary to withstand the stresses imposed; it may be timber or steel or a combination of both. The workmanship shall be of such quality that the falsework will support the loads imposed on it without excessive settlement or take-up beyond as shown on the falsework drawings.

1. Shop drawings for forms and false works shall be submitted by the Contractor to the Project Management Unit (PMU) and Technical Planning Committee (TPC) for approval before fabrication/ installation.
2. Submission of shop drawings to the PMU for evaluation/ approval shall be submitted 7 days before fabrication/ installation.
3. The Contractor shall submit a detailed calculation of scaffolds if it can withstand the imposed loads due to the self-weight of the structural element, construction loads, and impact loads.
4. Used formworks & scaffolds shall not be utilized in the construction to avoid surface imperfection in all concrete works.
5. Formworks shall be coated with non-staining mineral oil or non-staining form coating compound (form oil) in all contact surfaces with concrete before rebar installation and closure of forms.
6. Provide formworks with clean-out openings to permit inspection and removal of debris.
7. The Contractor shall remove debris before concrete casting.
8. Forms submerged in water shall be watertight.
9. Use $\frac{3}{4}$ " thick Phenolic Board – construction form for beam runners, sidings, and suspended slabs.
10. All forms and scaffolds used by the Contractor during construction, completion, or repair of the said project shall be turned over to the Administration after the construction except for the Personal Steel Forms and scaffolds (H-Frame).
11. Use of round wood as scaffoldings may be allowed upon recommendation and approval of the PMU in coordination with the Design Engineer.
12. Re-shoring must be done on-site when necessary.

XIII. Reinforcing Steel Bars

This item shall consist of furnishing, bending, fabricating, and placing of steel reinforcement of the type, size, shape, and grade required per standard specifications and in conformity with the requirements shown on the plans or as directed by the Engineer.

1. The Reinforcing Steel Bars shall conform to the latest specification of the ACI and the National Structural Code of the Philippines with a minimum grade equivalent to Grade 40 (276 MPa) unless otherwise specified or as directed by the Engineer.
2. Shop drawings/ Rebar cutting list shall be submitted by the Contractor for PU approval before rebar fabrication and installation.
3. Submission of shop drawings/Rebar Cutting list for evaluation/ approval shall be submitted 7 days before rebar fabrication.
4. All cut off points of RSB in all tie beams, suspended beams, and girder must be observed as specified on plans and as per approved design and as per standard construction practices and methodology.
5. Reinforcing Steel bars shall undergo material testing for strength verification.
6. The Contractor shall submit to the Project Management Unit (PMU), copy furnished to the Planning Unit (PU) a mill certificate of reinforcing steel bars for yield strength verification and its content.
7. Steel bars shall not be coated with form oil.
8. Standard hooks, Splicing, and Development length shall be observed on site.
9. All Hooks for stirrup/lateral ties and main reinforcement shall be seismic hooks.
10. This scope includes all reinforcing bars required for reinforced concrete works including other items where it is necessary as per plan and specifications.
11. The Contractor shall perform dewatering activities whenever such occasion is necessary due to unexpected downpours and floodings.

XIV. Structural Concrete (Substructure)

This item shall consist of furnishing, placing, and finishing concrete in all substructures such as foundations, grade beams, and ground floor slab on fill except pavements per 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.

XV. Structural Concrete (Superstructure)

This item shall consist of furnishing, placing, and finishing concrete in all superstructures such as columns, girder/beams, floor slabs, lintel beams, ledges, gutters, corbels, fire exit stair, stiffener columns, and concrete sun baffles except pavements as per 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.

1. Structural concrete for foundation, columns, beams, & suspended slabs or any major structural framing system must attain a minimum compressive strength $f_c' = 21.0$ MPa (3000 Psi) at 28 days and as per structural specification. Structural concrete for slab on grade box culvert or any member that are not considered a major structural framing system must attain a minimum compressive strength $f_c' = 21.0$ MPa (3000 Psi)

2. Use clean fine aggregates & crushed gravel (maximum 19mmØ) as per plan and structural specification for Structural members. The use of uncrushed gravel is prohibited.
3. Concrete pouring of columns shall be terminated anywhere within the upper thirds of the column clear height.
4. Concrete pouring permit/request must secure and check by PMU and satisfy all the condition needed such as complete rebar installation, plumbing, electrical and other utility lines indicated on plans.
5. Monolithic concrete pouring of slab on fill/suspended slab/girder and beams shall be observed.
6. This scope includes the concrete pouring of the framing system before masonry works.
7. Proper concrete sampling and testing shall be done on-site as per specifications.
8. Proper concrete curing must be observed on site.
9. Lean concrete must be provided for column footings with a minimum thickness of 50mm.
10. Proper concrete pouring methodology shall be observed on-site to avoid the segregation of aggregates.
11. Structural Concrete shall attain its acceptable strength before Stripping/Dismantling of bottom forms.
12. This scope also includes the construction of foundation, column footings, columns, tie beams, girders, beams, slab-on-grade, suspended slabs, canopies, and other items necessary as per plan and specifications.

ARCHITECTURAL FINISHES & OTHER CIVIL WORKS

XVI. Masonry Works

Contractor shall supply all the specified materials, expertise, supervision, labor, layout, equipment, tools, scaffold and miscellaneous items required for a complete masonry job in accordance with the drawings, plans and specifications as specified herein. All masonry works shall be performed by skilled craftsmen in a workmanlike manner throughout and shall be in accordance with all relevant codes, standards and regulations as deemed necessary.

1. Concrete Hollow Blocks (CHB) shall be applicable for non-load-bearing applications as specified in the drawings. CHB shall have fine, even texture, well defined edges and shall be sound and free from cracks and other defects.
2. Masonry units should be delivered and stored on wooden pallets to prevent moisture absorption from the soil and covered with water-repellent tarps or plastic covers to prevent wetting, staining, or discoloration.
3. Aggregates should be protected against contamination from rain and from blowing dust and soil during construction to prevent staining or reduced mortar bond strength.
4. Different aggregates should be stored in separate stockpiles and all aggregate stockpiles covered with a waterproof tarp or plastic covering when not in use.
5. CHB shall be laid with full mortar coverage on both horizontal and vertical shells. Requirements for the mortar are as follows:
 - Portland Cement: ASTM C150, Type 1
 - Sand: Clear, Sharp, graded from fine to coarse, ASTM C-144
 - Water: Clean and potable
 - Mixture: Class "A" Mixture
6. If needed, provide a guide chord stretched out from end to end to establish desired CHB alignment.

7. After erecting 4 layers of CHB, observe 3 to 4 hours' interval before proceeding with the next layer of CHB.
8. A 20mm thick gap shall be provided in between walls and columns, walls and beams, walls and slab on top.
9. Provide 20mm thick Styropor as joint filler between walls and columns/ walls and beams/slab on top.
10. The contractor shall establish and ensure desired CHB alignment and plumbness. The Contractor shall reconstruct any inadequate work.
11. This includes all masonry works required for the completion of the building as well as parapet walls and other decorative masonry works.
12. CHB shall be piled on plank platforms in dry locations, and shall be protected with appropriate cover or other suitable material until laid in the wall. Reinforcement and other metal items shall be protected from the elements. All mortar materials shall be stored under cover in a dry place so that damage from moisture, freezing and other sources are prevented.

XIII.A. 4" thk. Masonry Wall (incl Reinforcing Steel Bars)

- a. Use 4" non-load bearing concrete hollow blocks mainly for interior walls, as indicated in the plans.
- b. This item also includes reinforcing steel bars of concrete hollow blocks. Use 10mm diameter RSB spaced at 600mm for vertical reinforcement and 10mm diameter RSB at every three (3) layers of CHB for horizontal reinforcement.
- c. Use gauge no. 16 G.I. tire wire to secure the steel bars into its designated position.

XIII.B. 5" thk. Masonry Wall (incl Reinforcing Steel Bars)

- a. Use 5" non-load bearing concrete hollow blocks for exterior walls, side walls, and parapet walls as indicated in the plans.
- b. This item also includes reinforcing steel bars of concrete hollow blocks. Use 10mm diameter RSB spaced at 600mm for vertical reinforcement and 10mm diameter RSB at every three (3) layers of CHB for horizontal reinforcement.
- c. Use gauge no. 16 G.I. tire wire to secure the steel bars into its designated position.

XVII. Doors

This Item shall consist of furnishing all aluminum glass door, panel doors, flush doors, steel doors and glass doors materials, labor, tools and equipment required in undertaking the proper installation as shown on the Plans and in accordance with this Specification.

1. This scope of work includes fabrication and installation of Doors including all items required to be fabricated like doorjamb and provision of complete accessories including heavy duty handle set and locking devices.
2. This scope of work includes provision of Doors and door frames conforming to the sizes, dimensions and designs as shown and specified in the schedule of doors or as per the bill of materials.
3. Contractor to ensure that all materials to be used shall be in accordance with the required specifications.
4. Provide glass panels conforming with the recommended design, thickness, type, and color as shown in the detail and schedule of doors.
5. All doors shall be provided with corresponding heavy-duty stainless handle set, locking devices, as well as fixing accessories such as stainless door hinges, as shown in the detail and schedule of doors.
6. All door sizes and design shall be verified prior to fabrication and installation.
7. Frame and panel members shall be fabricated from extruded aluminum sections true to details with clean, straight, sharply defined profiles and free from defects impairing strength or durability.
8. Screws, nuts, washers, bolts, rivets and other miscellaneous fastening devices shall be made of non-corrosive materials such as aluminum, stainless steel, etc.

9. Hardware for fixing and locking devices shall be closely matched and adaptable to the type and method of opening.
10. For all assembly and fabrication works the cut ends shall be true and accurately jointed, free of burrs and rough edges. Cut-out recesses, mortising, grinding operation for hardware shall be accurately made and properly reinforced when necessary.
11. The contractor shall submit shop drawings for approval by the Project Management Unit (PMU) or the Technical Planning Committee (TPC), particularly for special fabrications, prior to installation.
12. This scope includes provision of all doors as listed below:

XVII.A. PVC Flush Door (Supply and Delivery)

GENERAL SPECIFICATIONS	DOOR TAG	NO. OF SET	DIMENSIONS / SPECIFIC DETAILS
PVC Flush Door D1: 800MM W X 2100MM H PVC FLUSH TYPE SWING DOOR IN 50MM X 150MM PVC DOOR JAMB, COMPLETE WITH HEAVY-DUTY STAINLESS STEEL PRIVACY LOCKSET AND 100MM (4") HEAVY-DUTY STAINLESS STEEL BUTT HINGES.	D1	5 sets	800MM W X 2100MM H PVC FLUSH TYPE SWING DOOR IN 50MM X 150MM PVC DOOR JAMB,

XVII.B. Glass Doors (Supply, Delivery, and Installation)

GENERAL SPECIFICATIONS	DOOR TAG	NO. OF SET	DIMENSIONS / SPECIFIC DETAILS
GP1: 1700MM Q X 2100MM H, DOUBLE LEAF, DOUBLE ACTING GLASS DOORS W/ 6MM THK ORDINARY CLEAR GLASS & 2MM THK. POWDER-COATED BLACK ALUMINUM FRAMES, FIXED	GP1	2 sets	1700MM Q X 2100MM H, DOUBLE LEAF, DOUBLE ACTING GLASS DOORS W/ 6MM THK ORDINARY CLEAR GLASS & 2MM THK. POWDER-COATED BLACK ALUMINUM FRAMES, FIXED TRANSOMS (2 - 775 MM W X 350MM H & 2 - 800 MM W X 350 MM H) AND FIXED GLASS PANELS (2 - 775 MM W X 2100 MM H) IN 50MM X 100MM X

TRANSOMS (2 - 775 MM W X 350MM H & 2 - 800 MM W X 350 MM H) AND FIXED GLASS PANELS (2 - 775 MM W X 2100 MM H) IN 50MM X 100MM X 2MM THK. POWDER COATED BLACK ALUMINUM JAMB: COMPLETE WITH STAINLESS STEEL (304) 1MM THK X 32MM DIA. X 600MM L H-TYPE DOOR HANDLE, AND HEAVY-DUTY STAINLESS STEEL (304) DOOR PATCH LOCK, PATCH FITTINGS, & FLOOR HINGES.			2MM THK. POWDER COATED BLACK ALUMINUM JAMB: COMPLETE WITH STAINLESS STEEL (304) 1MM THK X 32MM DIA. X 600MM L H-TYPE DOOR HANDLE, AND HEAVY-DUTY STAINLESS STEEL (304) DOOR PATCH LOCK, PATCH FITTINGS, & FLOOR HINGES.
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XVII.C. ROLL UP DOORS (Supply, Delivery, and Installation)

GENERAL SPECIFICATIONS	DOOR TAG	NO. OF SET	DIMENSIONS / SPECIFIC DETAILS
Steel Roll Up Door GENERAL SPECIFICATIONS: MANUAL OPERATED ROLL-UP DOOR, FABRICATED FROM GAUGE #24 GALVANIZE ALUMINUM (GALVALUME SLATS), COMPLETE WITH SPRING ASSEMBLY, SIDE PLATES, HOOD/ BOX COVER, GUIDE RAILS, BOTTOM BAR, LOCKSET, PADLOCK PROVISION	R1	16 sets	2900 mm W x 2350 mm H roll up steel door
	R2	4 sets	3000 mm W x 1400 mm H roll up steel door
	R3	2 sets	3000 mm W x 1900 roll up steel door

XVIII. Metal Works

This Item shall consist of furnishing all materials, labor, tools and equipment required in undertaking all metal works as shown on the Plans and in accordance with this Specification.

1. Pure stainless steel, G.I./B.I pipes/tubular, and other metallic structural materials either plain or fabricated shall be stored above the ground upon platforms, skids, or other supports. It shall be kept free from dirt, grease, or other foreign matter and shall be protected as far as practicable from corrosion.
2. All materials to be incorporated in the metal works shall be of good quality. Before incorporation in work, all materials shall have been inspected/accepted by the PMU.
3. The steel bars and other metallic structural materials shall be coated with red oxide primer (two coats) before installation or after welding works.
4. Workmanship and finish shall be per the best general practice. Portions of the work exposed to view shall be finished neatly. Shearing, flame-cutting, and chipping shall be done carefully and accurately.
5. No welding works shall be done on areas coated with paint.
6. Shop drawings shall be submitted by the Contractor to Project Management Unit (PMU) and Technical Planning Committee (TPC) for approval before fabrication and installation.
7. Submission of shop drawings for evaluation/approval shall be submitted seven (7) days before fabrication and installation.
8. All materials for metal works to be used shall be brand new. Usage of scrap and tarnishing metals is strictly prohibited. The Contractor shall promptly remove and replace any scrap, old, and used materials installed on site.
9. Provide and install the following as specified (see details):

XVIII.A Metal Works (Stainless Steel Railings - Ramps, Stairs, Steel Baffles/Louvers)

- a. This scope includes fabrication and installation of stainless-steel railing at ramps, stairs & steel baffles/louvers, as per plan and specifications.
- b. Contractor to ensure that all materials to be used shall be in accordance with the required specifications as stated on this scope:
 - 1.5mm thk. X 50mmØ X 6m. Round Tube, Stainless Steel (SS-304) (see detail on plan)
 - 50mm x 100mm. x 1.5mm thk. x 6m. long Rectangular Tubular Steel
 - Complete fixing Accessories

XIX. Cement Plaster Finish

This Item shall consist of furnishing all cement plaster materials, labor, tools and equipment required in undertaking cement plaster finish as shown on the Plans and in accordance with this Specification.

1. Use Portland cement that conform to the requirements as defined in Item 700, Hydraulic Cement.
2. Fine aggregates shall be clean, washed, and free from dirt, clay, organic matter or other deleterious substances.

3. Finish coat shall be pure Portland Cement properly graded conforming to the requirements of Item 700, Hydraulic Cement and mixed with water to approved consistency and plasticity.
4. Surfaces to receive cement plaster shall be cleaned of all projections, dust, loose particles, grease and bond breakers. Before any application is commenced all surfaces that are to be plastered shall be wetted thoroughly with clean water to produce a uniformly moist condition.
5. Cement plaster shall not be applied directly to concrete or masonry surface that had been coated with bituminous compound and surfaces that had been painted and previously plastered.
6. Cement plaster finish shall be true to details and plumbed. Finish surface shall have no visible junction marks where one (1) day's work adjoins the other.
7. All cement plaster finish shall be measured in square meters or part thereof for work actually completed in the building.
8. All cement plaster finish shall be 25mm thick minimum on vertical concrete or masonry walls. Plaster shall be Class A, one (1) part of Portland Cement and two (3) parts of fine aggregate by loose volume.
9. Cement plaster finish shall be true to details and plumbed. Finish surface shall have no visible junction marks where one day's work adjoins the other.
10. Provide drip-mold to all soffit of RC ledges, beams, etc. exposed to rain water.
11. The contractor must provide competent person to execute the plastering works.

XX. Precast Concrete Letters

This Item shall consist of furnishing all cement plaster materials, labor, tools and equipment required in undertaking cement plaster finish as shown on the Plans and in accordance with this Specification.

1. Precast concrete letters shall be fabricated using Class A concrete, composed of one (1) part Portland cement, two (2) parts fine aggregate, and four (4) parts coarse aggregate, or as specified in the Plans.
2. Portland cement shall conform to the requirements of Item 700, Hydraulic Cement.
3. Fine aggregates shall be clean, washed, and free from dirt, clay, organic matter, or other deleterious substances. Coarse aggregates shall be hard, durable, and well-graded.
4. Reinforcement, if required, shall consist of deformed steel bars or welded wire mesh conforming to applicable standards and properly embedded within the precast units.
5. Forms for precast letters shall be rigid, true to shape, and constructed to produce smooth and well-defined edges and surfaces in accordance with the approved letter design and dimensions.
6. All precast units shall be properly cured for a minimum period of seven (7) days or as required to achieve the specified strength prior to delivery and installation.
7. Precast concrete letters shall be free from cracks, honeycombing, chips, or other defects that may affect their appearance and structural integrity.
8. Installation shall include proper alignment, leveling, and anchorage of the precast letters to the supporting structure or foundation, using dowels, anchor bolts, or other approved fixing methods as indicated in the Plans.
9. Joints between precast letters and supporting surfaces shall be properly sealed using approved sealants to prevent water ingress and ensure durability.
10. All exposed surfaces shall have a uniform finish as specified (e.g., smooth, painted, or textured), and edges shall be clean and well-defined.
11. The contractor shall provide skilled personnel to carry out the fabrication and installation works in accordance with approved plans and specifications.

XXI. Cement Floor Topping Finish

This item shall consist of furnishing all materials, labor, tools, and equipment necessary to undertake cement floor finishing were shown on the plans and in accordance with this specification.

1. Use Portland cement conforming to the DPWH requirement for Item 700, Hydraulic Cement.
2. Fine aggregates shall be clean, washed, and free from dirt, clay, organic matter or other deleterious substances.
3. Concrete topping materials shall be measured accurately. Mortar topping shall be Class A, one (1) part Portland cement and two (2) parts fine aggregate by loose volume.
4. Surface to receive mortar concrete topping shall be cleaned of all projections, dust, loose particles and other foreign matters. Finish elevation shall be established over the areas indicated on the Plans.
5. Before any mortar concrete topping is applied, the prepared concrete base surface shall first be wetted and grouted with Portland cement.
 - a. Mortar topping shall have a minimum thickness of 50mm to be spread over the prepared concrete base and shall be float finished using wood hand trowel. Batches of mortar topping shall be emplaced within one hour of mixing thereof.
 - b. As soon as the water sheen has disappeared the surface shall be lightly scratched with a stiff bristle broom
 - c. The finish topping mixture shall be spread over the lightly scratched surface before final set taken place and hand troweled to produce a smooth surface.
 - d. The finished surface shall be free of trowel marks, have uniform texture and true to a plane within an allowable tolerance of 3 mm in 3.0 meters.
6. Cement floor finished surface shall be covered with appropriate covering to avoid injurious action by sun, rain, flowing water and mechanical injury.
7. Cement floor shall be finished level and true to finish elevation as shown on the Plans.
8. Finish topping shall have no visible junction marks where one (1) day's work adjoins the other.
9. Finish topping shall be properly graded to drain rainwater. Provide a minimum pitch of 1 on 100 satisfactorily drain rainwater freely into the drainage lines, gutters and downspouts.
10. All cement floor finish shall be measured in square meters or part thereof for work actually completed and accepted.

XXII. Cementitious Waterproofing

This Item shall consist of furnishing all waterproofing materials, labor, tools, equipment and other facilities and undertaking the proper installation works required as shown on the Plans and in accordance with this Specification.

1. Cement-base waterproofing powder mix shall be cement-base, aggregate type, heavy duty, water-proof coating for reinforced concrete surface and masonry exposed to water. When mixed with other ingredients are free flowing, water-proof coatings that possesses strength durability and density.
2. Water shall be clean, clear and potable.
3. Second Floor Shower Room & Comfort Room, Roof decks and parapet walls and other area indicated on the plans to be waterproof shall first be rendered with cement-based waterproofing before any type of waterproofing is applied.
4. Concrete surface to be applied with waterproofing shall be structurally sound, clean and free of dirt, loose mortar particles, paints films oil, protective coats, efflorescence laitance, etc.

5. All defects shall be properly corrected and carefully formed to provide a smooth surface that is free of marks and properly cured prior to application works.
6. Drainage connections and weep holes shall be set to permit the free flow of water.
7. Any expansion and contraction joints shall be cleaned, primed, fitted with a backing rod and
8. caulked with sealant.
9. Prepared surfaces shall be cured and kept wet by sprinkling with water at regular intervals for a period of at least three days and allow surface to actually set within seven days.
10. Ensure that the prepared surface has completely set and all defects repaired.
11. Prior to application of membrane concrete surfaces should be sound and cured without the use of curing compound.
12. Application shall be done one direction strip to assure uniform thickness. Apply waterproofing membrane at shower rooms & comfort room second floor level and roof deck.
13. Allow primer to dry until it is ready to receive next coat or layer as specified in the manufacturing instructional manual.
14. After application, surface shall be uniformly smooth, free from irregularities folds and knots.
15. Where weather disturbance interrupts the work and exposing the membrane to moisture remove the layer exposed to moisture and repeat procedure until completion of the process.
16. Provide concrete cement topping of at least 50mm thick on the membrane after five days where protective coatings have been applied in accordance with Item XXIV.
17. Allow for injection waterproofing to existing hairline cracks @ RC roofs, floors, etc.

XXIII. Ceiling Works

The work under this Item shall consist of furnishing all required materials, tools, equipment and labor and performing all operations necessary for the satisfactory completion of all ceiling works in strict accord with applicable drawings, details and these Specifications.

1. All materials to be incorporated in this item of work shall be brand new and of good quality. Before incorporation in work, all materials shall have been inspected/accepted by the PMU or the agency's authorized representative.
2. All materials shall be protected from dampness during and after delivery at the site. Materials shall be delivered well in advance of actual need and in adequate quantity to preclude delay in the work. Ceiling boards shall be piled in orderly stack at least 150 mm above ground and at sheltered place where it will be of least obstruction to the work.
3. Ceiling boards shall be cut and laid precisely to ensure that there are no gaps and/or overlap between adjacent boards and panels. Slits between adjacent boards and panels shall not be greater than 4mm. Any visible slits greater than the acceptable and/or overlapping boards and panels shall be removed and replaced by the contractor.
4. Nails, screws, rivets, suspension hangers and other fasteners shall be provided and used at specified spacing as per plan and whenever necessary for ceiling systems to prevent ceiling boards from sagging. All fasteners shall also be brand new and of adequate size to ensure rigidity of connections.
5. Workmanship and finish shall be in accordance with the best general practice. Portions of the work exposed to view shall be finished neatly.
6. The Contractor shall deliver all materials to be used in accordance with the required specifications as follows:

Note: Ceiling height shall be verified per actual site condition prior to installation of ceiling system.

XXIII. Ceiling Works (Ficem board Ceiling)

- a. Use 4.5mm thk. x 1200mm x 2400mm fiber cement board
- b. Provide ceiling furring and suspension rod as per plan and specification.
- c. Use carrying Double Furring Channel 17mm x 49mm x 17mm x 5m, 0.6 mm thk. spaced at 600mm o.c. perpendicular to shorter span and 400mm o.c. perpendicular to longer span.
- d. Use metal carrying channel joist 11mm x 37mm x 11mm x 5m x 0.8mm thk. Spaced @ 1200mm o.c. perpendicular to longer span.
- e. Provide 10 mm Ø suspension rod, use bolts w/ nuts and washers and carrying channel clip for metal carrying connection spaced at 1200mm o.c. perpendicular to longer span and 600mm o.c perpendicular to shorter span. See spacing as specified per plan.
- f. Provide 6mm thk x 50mm Angle Bar spaced at 1200mm o.c. perpendicular to longer span and 600mm o.c perpendicular to shorter span where the suspension hanger rod shall be fastened/ connected.
- g. Use metal furring clip for metal carrying channel and double furring channel connection.
- h. Provide Wall angle 38mm x 38mm x 5m x 0.8mm thk. Attached to wall at perimeter with teks screw spaced at 300mm o.c.
- i. Use fiber cement board screws to fasten fiber cement ceiling panels to the metal furring ceiling joist.
- j. Provide shop drawings to areas with sloped ceilings i.e. main stairs.

Note: Ceiling height shall be verified per actual site condition prior to installation of ceiling system

XXIV. Tile Works

This Item shall consist of furnishing and installing all ceramic tiles, natural stone cladding, cementitious materials, Granite, tools and equipment including labor required in undertaking the proper installation of walls and floor tiles as shown on the Plans and in accordance with this Specification.

1. Trims are manufactured to match wall tile color, texture and to coordinate it with dimension.
2. Accessories like some soap holders and shall be made wall mounted type with colors to reconcile with the color of the adjacent wall tiles.
3. Tile work shall not be started until roughing-ins for plumbing, electrical and other trades have been completed and tested. The work of all other trades shall be protected from damage.
4. Surface to receive tile must be level, true to elevation, dry, free from dirt, oil and other ointments. Allow at least seven days curing of scratch coat and setting bed.
5. Installation work shall not be allowed to proceed until unsatisfactory conditions are corrected.
6. Thoroughly dampen surfaces of masonry or concrete walls before scratch coat and/or tile adhesive is applied.
7. On masonry or concrete surface first apply a thin coat with pressure, then bring it out sufficiently to compensate for the major irregularities of the surface to a thickness not less than 10 mm. at any point.
8. Evenly rate scratch coat to provide good mechanical key before the mortar/ tile adhesive mix has fully hardened.
9. Use tile adhesive as prescribed by the tile manufacturer. No voids are allowed between tile adhesive and tiles before installation.
10. The tile setting shall be properly leveled.
11. Tile adhesive shall be applied to the surface with a notched trowel to a thickness of approximately 3-4 mm.
12. Tiles shall be pressed into the adhesive, tapped firmly into position, and cleaned as soon as the bedding is complete.
13. Grouting mortar shall be applied over the tile by float or squeegee stroked diagonally across the joints. Remove excess mortar with a wet squeegee stroked diagonally or

in a circular motion after 12-15 minutes. Follow with a barely damp or dry sponge to remove the remaining haze while smoothing all grouted joints.

14. Finish tiled flooring shall be properly graded to drain rainwater. Provide a minimum pitch of 1 on 100 satisfactorily drain rainwater freely into the floor drain, drainage lines, gutters and downspouts.
15. Tile setting finish must be observed in proper setting, fit, and stable. Any improper setting shall be reworked/reinstalled by the Contractor.
16. Clean tile surfaces thoroughly as possible upon completion of grouting. Remove all grout haze, observing tile manufacturers recommendations as to use of acid or chemical cleaners. Rinse tile thoroughly with clean water before and after using chemical cleaners. Polish surface of tile with soft cloth.

XXIV.A. Floor Tiles/Wall Tiles

- a. Surface shall be tested for levelness or uniformity of slope by flooding it with water. Area where water ponds are filled or levelled, shall be retested before the setting bed is applied.
- b. Establish lines of borders and center of the walls at the field work in both directions to permit the pattern to be laid with a minimum of cut tiles.
- c. Apply and spread mortar mix and/ or tile adhesive for setting bed and tamp to assure good bond over the entire area to be laid with tile.
 - 600 mm x 600 mm x 9 mm Thk. Ceramic Floor Tiles, Matte Finish, Color: Ivory
 - Hallways (see details on plan)
 - 600 mm x 600 mm x 9 mm Thk. Ceramic Floor Tiles, Glossy Finish, Color: Marble White
 - Rentable Spaces/Pasalubong Center (see details on plan)
 - 600mm x 600mm Ceramic Tiles, Maine White Color – Glossy Finish
 - Lounge (see details on plan)
 - 300mm x 300mm Ceramic Tiles, Light Beige Color – Matte Finish
 - Ground Floor to Third Floor Level (see details on plan)
 - Rentable Spaces CRs (see details on plan)
 - 600 mm x 600 mm x 9 mm. Thk. Ceramic Floor Tiles with Stair Nosing, Matte Finish, Color: Ivory
 - Stairs (see details on plan)

Wall Tiles

- a. Establish lines of borders and center of the walls at the field work in both directions to permit the pattern to be laid with a minimum of cut tiles.
- b. Apply and spread mortar mix and/ or tile adhesive for setting bed and tamp to assure good bond over the entire area to be laid with tile.
 - 9mm thk. x 300mm x 600mm Ceramic Tiles, Marble White Color – Glossy Finish
 - Rentable Spaces CR's (see details on plan)

XXIV.B. Exterior Wall Tile Cladding

- a. Surface shall be tested for levelness or uniformity of slope by flooding it with water. Area where water ponds are filled or levelled, shall be retested before the setting bed is applied.
- b. Establish lines of borders and center of the walls at the field work in both directions to permit the pattern to be laid with a minimum of cut tiles.

- c. Apply and spread mortar mix and/ or tile adhesive for setting bed and tamp to assure good bond over the entire area to be laid with tile.
- d. Use Heavy Duty Adhesive or as Prescribed by the Natural Stone Cladding Supplier for the vertical surface installation
 - 150 mm x 600 mm x 15mm Thk. x Natural Stone Wall Tile Cladding Color – Brown
 - Building Front and Rear Face (see details on plan)

XXV. Painting Works

This Item shall consist of furnishing all paint materials, and other related products, labor, tools, equipment and plant required in undertaking the proper application of painting and related works indicated on the Plans and in accordance with this Specification.

- a. The Contractor prior to commencement of the painting, and related work shall examine the surfaces to be applied in order not to jeopardize the quality and appearances of the painting varnishing and related works.
- b. Voids, cracks, nick etc. will be repaired with proper patching material and finished flushed with surrounding surfaces.
- c. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer.
- d. Painting and varnishing works shall not be commenced when it is too hot or cold.
- e. Allow appropriate ventilation during application and drying period.
- f. All hardware will be fitted and removed or protected prior to painting and varnishing works.
- g. At the time of application paint shall show no sign of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacture shall not be mixed together. When thinning is necessary, this may be done immediately prior to application in accordance with the manufacturer's directions
- h. All material to be used under this Item shall be stored in a single place to be designated by the Engineer and such place shall be kept neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.
- i. Upon completion of the work, all staging, scaffolding and paint containers shall be removed. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the implementing agency.
- j. All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks.
- k. The paint when applied shall be so manipulated as to produce a uniform even coating in close contact with the surface being painted, and shall be worked into all corners and crevices.
- l. All coats shall be thoroughly dry before the succeeding coat is applied.
- m. Where surfaces are not fully covered or cannot be satisfactorily finished in the number of coats specified such preparatory coats and subsequent coats as may be required shall be applied to attain the desired evenness of surface without extra cost to the agency.

- n. Where surface is not in proper condition to receive the coat, the Project Management Unit shall be notified immediately. Work on the questioned portion(s) shall not start until clearance be proceed is ordered by the PMU.
- o. Hardware, lighting fixture and other similar items shall be removed or 'protected during the painting varnishing and related work operations and re-installed after completion of the work.
- p. If repainting, remove all loose, scaling, flaking and peeling off paint using wire brushing, scraping or water blasting.
- q. For chalking old paint, apply a water-based, low VOC paint for priming.
- r. In case of mildew infestation, treat with fungicidal wash solution or bleach solution (1:3, laundry bleach to water, respectively) by swabbing or brushing. To ensure proper treatment, allow to stand on surface for overnight before washing off residue.
- s. Paint colors shall be following as per plan

XXV.A Painting - Concrete Exterior Walls (Incl. Existing Building)

- a. Clean the wall surface thoroughly with a steel brush. There should be no dirt adhering to the paint surface.
- b. Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating.
- c. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound.
- d. After all defects are corrected apply the finish coats as specified on the Plans (color scheme approved).
- e. Allow new masonry to dry for 14 days (for exterior surfaces) to 28 days (for interior surfaces) under normal weather conditions before painting.
- f. The contractor must submit a color sample to PMU and TPC for Approval
- g. Use premium paint only for all interior and exterior concrete surfaces. The contractor shall also follow the painting schedule and paint finishes as specified below:
 - o For exterior concrete surfaces:
 - Concrete Neutralizer
 - Primer (1st Coat): Flat latex - one (1) coat
 - Spot Putty
 - Putty: Exterior Skimcoat - one (1) coat, full
 - Top Coat (2nd & 3rd): Elastomeric Paint Semi-gloss/Flat latex - two (2) coats
 - o WF-01: Elastomeric Painted Concrete: Color: White: Semi-Gloss Finish
 - (Refer to plan)
 - o WF-02: Elastomeric Painted Concrete: Color: Blue: Semi-Gloss Finish
 - (Refer to plan)
 - o WF-03: Elastomeric Painted Concrete: Color: Off White Gray: Textured Finish
 - (Refer to plan)
 - o WF-04: Natural Stone Wall Cladding: 15mm Thk. X 150mm x 600mm: Color: Brown
 - (Refer to plan)
 - o WF-05: Latex Painted Concrete: Color: White: Eggshell Finish
 - (Refer to plan)
 - o WF-06: Latex Painted Concrete: Color: Happy Day: Semi-Gloss Finish
 - (Refer to plan)

XXV.B Painting Works (Concrete Interior Wall)

- a. Clean the wall surface thoroughly with a steel brush. There should be no dirt adhering to the paint surface.
- b. Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating.
- c. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound.
- d. After all defects are corrected apply the finish coats as specified on the Plans (color scheme approved).

- e. Allow new masonry to dry for 14 days (for interior surfaces) to 28 days (for interior surfaces) under normal weather conditions before painting.
- f. The contractor must submit a color sample to PMU and TPC for Approval
- g. Use premium paint only for all interior and exterior concrete surfaces. The contractor shall also follow the painting schedule and paint finishes as specified below:
 - o For interior concrete surfaces:
 - Concrete Neutralizer
 - Primer (1st Coat): Flat latex - one (1) coat
 - Spot Putty
 - Putty: Interior Skimcoat - one (1) coat, full
 - Top Coat (2nd & 3rd): Semi-gloss/Flat latex - two (2) coats
 - o WF-01: Elastomeric Painted Concrete: Color: White: Semi-Gloss Finish
 - (Refer to plan)
 - o WF-02: Elastomeric Painted Concrete: Color: Blue: Semi-Gloss Finish
 - (Refer to plan)
 - o WF-03: Elastomeric Painted Concrete: Color: Off White Gray: Textured Finish
 - (Refer to plan)
 - o WF-04: Natural Stone Wall Cladding: 15mm Thk. X 150mm x 600mm: Color: Brown
 - (Refer to plan)
 - o WF-05: Latex Painted Concrete: Color: White: Eggshell Finish
 - (Refer to plan)
 - o WF-06: Latex Painted Concrete: Color: Happy Day: Semi-Gloss Finish
 - (Refer to plan)

XXV.C Painting Works (Metal)

- a. Metal shall be clean, dry and free from mill scale and rust. Remove all grease and oil from surfaces.
- b. Wash unprimed galvanized metal with etching solution and allow it to dry.
- c. Where required to prime coat surface with Red Lead Primer same shall be approved by the Engineer.
- d. Use premium paint only for all painting works. The contractor shall also follow the painting schedule and paint finishes as specified below:
 - o For all metal surfaces:
 - Primer (1st & 2nd Coat): Red Oxide Primer - two (2) coats
 - Top Coat: Quick Drying Enamel White - two (2) coats

XXV.D Painting Works (Ceiling)

- a. Clean the wall surface thoroughly with a steel brush. There should be no dirt adhering to the paint surface.
- b. Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating.
- c. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound.
- d. After all defects are corrected apply the finish coats as specified on the Plans (color scheme approved).
- e. Allow new masonry to dry for 14 days (for interior surfaces) to 28 days (for interior surfaces) under normal weather conditions before painting.
- f. Use premium paint only for all interior and exterior concrete surfaces. The contractor shall also follow the painting schedule and paint finishes as specified below:
 - o For interior concrete surfaces:
 - Primer (1st Coat): Flat latex - one (1) coat
 - Spot Putty
 - Putty: Interior Skimcoat - one (1) coat, full
 - Top Coat (2nd & 3rd): Semi-gloss/Flat latex - two (2) coats
 - o Wall Color Top Coat Matte (Tulle White)
 - (refer to plan)

PLUMBING/ SANITARY WORKS

XXVI. Plumbing & Sanitary Works

Contractors shall do necessary plumbing works under the direct supervision of a licensed Master Plumber and in strict accordance with these specifications. Provide decent quality plumbing works that strictly follow the National Plumbing Code of the Philippines.

An allowance for additional materials for waterline distribution, drainage, waste, and vent systems is included to accommodate the repair and/or replacement of existing pipelines, as determined by actual site conditions.

GENERAL REQUIREMENTS

1. Registered Master Plumbers shall install plumbing with due regard to the preservation of the strength of structural members and the prevention of damage to walls and other surfaces through fixture usage.
2. All plumbing pipes shall be durable NAMPAP APPROVED materials, free from bad quality, designed and constructed by Registered Master Plumbers to ensure satisfactory service.
3. Vertical Piping shall be secured at sufficiently close intervals to keep the pipes in alignment and to carry their weight and contents. Provide support on plastic pipe stacks at every one (1) meter interval.
4. Provide supports at horizontal pipes at close intervals to prevent sagging. Install hangers and support every 500mm interval.
5. Plumbing systems shall be subjected to such tests to effectively disclose all leaks and defects in the quality. Perform complete water leak testing of plumbing works before the closing of installed pipes.
6. No substance which will clog the pipes, produce an explosive mixture, destroy the pipes or their joints or interfere unduly with the sewage-disposal process shall be allowed to enter the building drainage system.
7. Pipe sleeve shall not be located within the distance two times the depth of the beam from the face of support.
8. Journeyman plumbers must be skilled in performing plumbing works and have a competency Certificate for plumbing installations (NCII).
9. Provide proper pipe sleeves on all pipes crossing along Structural and Architectural members (see structural details and pipe sleeves details on plan).
10. Registered Master Plumbers shall install plumbing with due regard to the preservation of the strength of structural members and the prevention of damage to walls and other surfaces through fixture usage.
11. Relocation or modification of pipes requires proper execution and should be provided with shop drawings approved by the Project Management Unit/Technical Planning Committee.
12. The Contractor shall grade and shape the existing ground surface downstream of the storm drain outlet to establish a continuous positive drainage path. The finished ground profile shall be configured to facilitate the unobstructed flow of stormwater toward the lowest point of the site and ultimately discharge into the existing roadside drainage canal. Refer to Sheet P101 for the Ground Floor Storm Drain Layout.

XXVI.A Water Line Distribution

- a. All pipes and fittings shall be clean before joining.
- b. All cold waterline pipes and fittings shall be PPR-PN10.
- c. Use PPR fusing machine in joining pipes and fittings.
- d. Provide air chamber for each fixture.
- e. Provide heavy duty type brass Ball Valves, Gate Valves, Check Valves, Stainless Steel Flush Valves for urinals, and Stainless-Steel angle valves for sanitary fixtures located as per plan.
- f. Provide and install one (1) set of Stainless-Steel Grade 304 Horizontal Water Tank (1000L) with support.
- g. Provide and install 32mmØ Brass Float Valve on supply pipe connected to water tank.
- h. Provide and install 2.0Hp Water Pump with 82 gals. Pressure Tank, Pressure Gauge, Pressure Switch with complete fittings and accessories (2.0 HP, 230V, 16.84Amps).
- i. Two (2) separate 32mm dia. risers/water distribution lines for ground floor and second floor must be provided to ensure efficiency in maintenance operations.
- j. 32mm diameter PPR pipes shall be used for the vertical risers, running from the booster pump to the pressure tank, then to the overhead water tank, and subsequently distributed down to each floor.

- k. 25mm diameter PPR pipes shall be used for horizontal distribution line along corridor feeding male and female CRs.
- l. 20mm diameter PPR pipes shall be used for internal branches inside each CRs (WCs, lavatories, urinals)
- m. Gate valves and ball valves shall be installed along the vertical risers (from the pump to the pressure tank and to the overhead water tank), as well as on the horizontal distribution lines along corridors serving the male and female comfort rooms, respectively.
- n. An automatic air-release valve (ARV) shall be placed at the highest point near the tank, with at least 5-10cm offset from the main run, to remove any trapped air, prevent vacuum/air binding, and improve pump efficiency.

XXVI.B Drainage, Waste & Ventilation Plumbing

- a. The sanitary drainage system shall be designed, constructed, and maintained to safeguard against fouling, a deposit of solids, and clogging, with adequate cleanouts for easy cleaning of pipelines.
- b. Each fixture directly connected to the drainage system shall be equipped with a water-sealed trap.
- c. The vent piping system shall be installed to provide adequate air circulation free from siphonage, aspiration, or forcing of trap seals under regular use.
- d. Where a plumbing drainage system may be subject to the backflow of sewage, suitable provision shall be made to prevent its overflow in the building.
- e. All pipes and fittings shall be cleaned before joining.
- f. All PVC pipes and fittings shall be 2.5MM THK PNS 1650 Series 1000 for DWV
- g. Provide P-traps on plumbing fixtures except those that comes with complete fixtures and accessories.
- h. All cleanouts shall be accessible for maintenance purposes.
- i. Contractors must connect all storm drainage pipes to the existing drainage system, as shown in the detailed drawing.
- j. Vent terminals shall extend to the outer air and be installed to preempt clogging and the return of foul air to the building. Vent stacks shall be raised 500mm above roof level and provide an insect screen. (See details)
- k. Provide supports for all pipe riser downspouts.
- l. Pipes shall be installed with proper fittings, accessories, reducers as indicated on the plan.
- m. Other consumable items and materials necessary to provide before installation not stated in the scope of work must be provided to ensure good quality and a serviceable condition of the waterline distribution system of the building.
- n. NOTE: Provide two (2) catch basins in accordance with the standard details shown on the plans, spaced at a maximum interval of 24.00 meters, unless otherwise indicated. The 150 mm Ø PVC outlet pipe shall extend through and terminate beyond the existing CHB perimeter fence. All works shall be executed in accordance with the approved plans, technical specifications, and Scope of Works.

XXVI.C Plumbing Fixtures

- a. Plumbing fixtures, devices and appurtenances shall be supplied with water in sufficient volume and at pressure adequate to enable them to function satisfactorily and without undue noise under all normal conditions of use.
- b. Plumbing fixtures shall be made of smooth nonabsorbent material free from concealed fouling surfaces and shall be located in ventilated enclosures.
- c. All plumbing fixtures shall be installed properly spaced, to be accessible for their intended use.
- d. Fixtures shall be set level and in proper alignment about adjacent walls. No water closet or bidet shall be closer than 0.315 meters from its center to any side wall or obstruction nor closer than 0.7 meters from center to center to any similar fixture. No urinal shall be set closer than 0.3 meters from its center to any sidewall or partition nor closer than the 0.6-meter center to center.
- e. Provide and Install Fixtures as per specifications as follows:

No.	TYPE OF FIXTURE	SPECIFICATION	QTY/ LOCATION	IMAGE
1	Water Closet	Dimensions: 650mm x 390mm x 780mm, Color: American White Glossy, Flushing System: Siphon Jet, Bowl Shape: Elongated, Material: Vitreous China; Grade A	5 sets – Rentable Spaces CRs	
2	Bidet	Material: SUS304 Stainless Steel Satin Finish, Description: Brushed SUS304 bidet spray w/ nickel plated holder and 1.2m stainless steel double locked hose. All accessories included, ready for installation.	5 sets – Rentable Spaces CRs	
3	Wall Hung Lavatory	Dimensions: 355mm x 480mm x 175mm, Color: American White, Glossy, Faucet Hole: 35mm, Installation Type: Wall Hung, Material: Vitreous China; Grade A	5 sets – Rentable Spaces CRs	
4	Basin Faucet	Dimensions: 140 x 126 x 36 mm, Description: Vita Elongated Wash Basin Faucet, Material: Brass with Chrome Finish	5 sets – Rentable Spaces CRs	

5	Hose Bibb	Stainless Steel, Heavy Duty Wall Mounted Faucet	5 sets – Rentable Spaces CRs	
6	Floor Drain	Dimensions: 100 x 100mm, Material: SUS304 Stainless Steel Satin finish, Description: Brushed floor drain with rust-resistant feature and trap seal design	5 sets – Rentable Spaces CRs	
7	Toilet Paper Holder	Dimensions: 115 x 111 mm, Material: Zinc Alloy in Chrome Finish, Description: Tissue holder with cover design.	5 sets – Rentable Spaces CRs	
8	Roof Drain	Stainless Dome Strainer 4" Diameter Satin Finish, rust resistant feature and trap seal design	15 sets - Roof deck	

XXVI.D Catch Basin (Including Trench Canal)

- Construct Five (5) new catch basins (see details for dimensions) to complement the existing twelve (12) units, including provisions for height adjustment and/or repair of the existing structures.
- Construct a reinforced concrete trench canal with steel grating cover, complete as detailed in the plans. Drainage pipes shall be connected to the nearest existing drainage system and/or directed toward the natural downward-sloping terrain. No drainage discharge shall be retained within the stage and/or standing area; all outflows shall be conveyed to the adjacent existing drainage system and discharged outside the campus premises.
- Use 4" thick Apply 12mm thick plastering on inner faces and exposed surfaces of catch basin.
- Storm drains shall be connected to nearest drainage with 1% slope.

ELECTRICAL WORKS

XXVII. ELECTRICAL WORKS

All electrical works shall comply with the provisions of the Philippine Electrical Code (PEC) 2017 Edition, as well as the rules and regulations of the national and local authorities concerned in the enforcement of electrical laws and regulations of the utility companies concerned.

All electrical works shall be performed by a Registered Master Electrician (RME). Provided, that if the installation or machinery is rated in excess of five hundred kilovolt-amperes (500 KVA), or six hundred volts (600 V), the work shall be under the direct supervision of a Professional Electrical Engineer (PEE) or a Registered Electrical Engineer (REE).

1. The scope of work covers supply, installation, testing, and commissioning of all materials, labor, equipment, accessories, and services required to complete the electrical system in accordance with the approved plan and specifications.
2. All existing electrical equipment, materials and connections shall be safely and properly disconnected and removed. Existing electrical materials shall be properly turned over to the General Services Unit.
3. The Contractor shall verify site conditions and dimensions before ordering any equipment or commencing work to avoid conflicts and ensure compatibility and avoid delays during installation.
4. Items, materials, and equipment not explicitly mentioned in this scope or in the drawings, but are necessary and critical for safety and efficient operation of the entire electrical system shall be deemed included and shall be provided by the Contractor.
5. All materials & equipment shall be brand new and approved type, and suitable for the intended purpose and location.
6. All materials & equipment shall be installed in accordance with the manufacturer's specifications and instructions to ensure proper operation and warranty compliance.
7. Upon completion of all electrical works, the electrical system shall be tested, inspected, and commissioned before energization.
8. Upon completion of all works, the Contractor shall apply for the Permanent Electrical Connection of the Building.

XXVIII.A. Conduits, Boxes, Fittings & Accessories (Conduit Works / Conduit Rough-in)

- a. This scope includes supply and installation of conduits, conduit rough-ins, boxes, fittings & accessories for lighting, power, fire alarm system and auxiliary system as per plan and specifications.
- b. Conduit sizes shall be as specified in the schedule of loads.
- c. All conduit runs shall be concealed, e.g., embedded on concrete or run through ceiling where possible. The Contractor shall provide proper support system for conduits running through the ceiling.
- d. In cases where concrete embedment and concealment is not possible, exposed conduits shall be securely supported using straps, clamps or hangers at intervals as per standard requirements.
- e. Conduits shall be bent only using approved conduit benders, and field bends shall comply with the allowable bend radius to prevent damage to cables when pulling.
- f. Conduits or raceways exposed to moisture or through which condensation may occur shall be sealed or plugged at both ends to prevent moisture ingress and damage to live electrical parts.
- g. Provide and install end bells for PVC conduits and locknut and bushings for EMT & IMC conduits (32mm dia. and larger) terminating at panelboards, junction boxes, wireways and handhole enclosures to prevent cable damage and ensure smooth pulling.

- h. Pull boxes shall be installed as required, to facilitate wire pulling and for maintenance. Pull boxes shall be installed in accessible yet inconspicuous locations. Outdoor pull boxes shall be NEMA 3R type.

XXVIII.B. Wires & Wiring Devices

- This scope covers supply and installation of electrical wirings including, but not limited to, branch circuit conductors, switch wirings, feeder conductors and grounding conductors.
- Sizes of wires shall be as stated in the schedule of loads.
- This scope also includes supply and installation of wiring devices such as convenience outlets, special purpose outlets and switches.
- Provide and install convenience outlet specifically designated for emergency lights.
- All conductors of the same circuit and, where used, the grounded conductor and all equipment grounding conductors and bonding conductors shall be contained within the same raceway, auxiliary gutter, wireway, cable tray, trench, cable, or cord.

XXVIII.C. Power Load Center, Switchgear and Panelboards, and other Overcurrent Protection Devices

- This scope includes supply, delivery and installation of manual transfer switch, panelboards and other overcurrent protection devices, wire gutter, circuit breaker gutter and enclosed circuit breaker. Refer to Table 1 for detailed specifications.
 - All panelboards shall have plastic engraved nameplates and a circuit directory.
 - A name plate with the panel's designation in bold letters shall be fixed at the upper front section of the panel.
 - Nameplates shall be fastened with screw and not by adhesive.
- The Contractor shall verify dimensions of panelboards and overcurrent devices to ensure the space requirements.
- The Contractor shall furnish complete specifications and data sheets for all panelboards and associated equipment to the Project Management Unit (PMU) for review and approval prior to fabrication and installation.

TABLE 1. Panelboard and Circuit Breaker Specification

ITEM	UNIT	QTY	CIRCUIT BREAKERS	ENCLOSURE / AUX.
Manual Transfer Switch (MTS)	Unit	2	Main: 2 - 40AT, 100AF, 2P, 230V, 10KAIC, Bolt-on Molded Case Circuit Breaker (MCCB) with Mechanical Interlock	NEMA 3R With Grounding bus and Mechanical lugs
Manual Transfer Switch (MTS)	Unit	3	Main: 2 - 60AT, 100AF, 2P, 230V, 10KAIC, Bolt-on Molded Case Circuit Breaker (MCCB) with Mechanical Interlock	NEMA 3R With Grounding bus and Mechanical lugs
LPP1 & LPP5 (typical)	Assy.	2	Main: 1 - 40AT / 63AF, 2P, 230V 10KAIC bolt-on Molded Case Circuit Breaker (MCCB) Branches: 2 - 15AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB) 2 - 20AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB) 2 - 30AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB)	NEMA 3R With Grounding bus and Mechanical lugs
LPP2, LPP3 & LPP4 (typical)	Assy.	3	Main: 1 - 60AT / 63AF, 2P, 230V 10KAIC bolt-on Molded Case Circuit Breaker (MCCB) Branches: 2 - 15AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB)	NEMA 3R With Grounding bus and Mechanical lugs

			2 – 20AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB) 4 – 30AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB)	
LPP6	Assy.	1	Main: 1 – 100AT / 100AF, 3P, 230V 10KAIC bolt-on Molded Case Circuit Breaker (MCCB) Branches: 6 – 15AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB) 6 – 20AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB) 6 – 30AT / 63AF, 2P 230V 10KAIC bolt-on Miniature Circuit Breaker (MCB)	NEMA 3R With Grounding bus and Mechanical lugs
Wire Gutter	Assy.	1	Dimension: 6 x 8 x 36 in.	NEMA 3R, GA #16 w/ hinged front cover c/w lock, top and bottom conduit knock outs and mounting support
Circuit Breaker Gutter	Set	1	Dimension: 6 x 8 x 36 in. CB: 2 x 40AT, 100AF, 230V, 2P, Bolt-on 2 x 60AT, 100AF, 230V, 2P, Bolt-on	NEMA 3R, GA #16 w/ hinged front cover c/w lock, top and bottom conduit knock outs and mounting support
Enclosed Circuit Breaker (ECB)	Set	6	CB: 30AT, 3P, 230V, 60Hz MCCB	NEMA 3R
Enclosed Circuit Breaker (ECB)	Set	8	CB: 30AT, 3P, 230V, 60Hz MCCB	NEMA 1 indoor type

XXVIII.D. Distribution Transformer

1. Testing and Commissioning of the Existing 250 kVA Distribution Transformer
The contractor shall request and coordinate with FICELCO for the testing and commissioning of the existing 250 kVA distribution transformer prior to energization. The testing shall be performed on-site. Cost of testing and commissioning shall be charged to the contractor. The original copy of the testing certificate shall be turned over to the Project Management Unit.
2. Provision and Installation of main metering equipment. The contractor shall supply, deliver and install:
 - Three (3) units Current transformers (CTs), 600V;
 - One (1) unit (CT) enclosure/box;
3. Turn on application for permanent electrical connection of the building
The contractor shall process and coordinate with FICELCO the turn-on application and energization of the existing 250 kVA distribution transformer. This shall include the preparation and submission of all required documents, coordination with FICELCO personnel, payment of all applicable fees such as but not limited to bill deposit, three phase kwh meter w/ enclosure, inspection fee, membership fee, notarial fee, terminal seal, and other electrical materials such as but not limited to three (3) sets fuse cut out with fuse link, wires and conduits from CT to kwh meter.
4. Provision and Installation of Submeters for Rentable Spaces
The contractor shall supply, deliver, test and install five (5) units of single-phase kilowatt-hour (kWh) meters and meter base, located as per plan. This scope also includes termination of wiring connections, conduits, fittings, and all other materials necessary for a complete and functional metering installation.

XXVIII.E. Lighting Fixtures

- a. This item includes supply and installation of lighting fixtures, emergency lights, exit signs, including lamp holders and accessories. See Table 2 for specifications.

TABLE 3. Lighting Fixture Specifications

DESCRIPTION	UNIT	QTY	FIXTURE
LED Bulb 7W, 6500K Daylight, 700 Lumens , 230VAC, E27 base	Piece	4	
LED Bulb 15W, 6500K Daylight, 1875 Lumens , 230VAC, E27 base	Piece	41	
Downlight 10W 230VAC, 1000 Lumens , 6500K Daylight, w/ frosted cover, recessed type	Set	32	
Downlight 15W 230VAC, 1500 Lumens , 6500K Daylight, w/ frosted cover, recessed type	Set	62	
Downlight 15W LED, 230VAC, 1500 Lumens , 6500K Daylight, w/ frosted cover, slim type, surface mounted	Set	22	
LED Automatic Emergency Light Light Source: 2x1W High Power SMT LED Battery: 4V 4.0Ah Sealed Lead Acid Charging Time: <20 hours Performance Time: ≤6 hours (at full charge)	Unit	9	
Illuminated Exit Sign, Single-Face with Wall / Ceiling Mount Option ("EXIT" Text only) Battery Rating/ Type: 3.6V 350mAh Ni-CD Battery Voltage: 220V – 60Hz Dimension: 310 x 257 x 110mm	Set	2	

XXVIII.F. Fire Detection and Alarm System (FDAS)

- This scope covers the supply and installation of Fire Detection and Alarm System (FDAS) which includes, conduits, conduit rough-ins, wirings and fire alarm equipment/devices such as Fire Alarm Control Panel, Manual Call Points, Smoke & Heat Detectors, Fire Alarm Bells and related accessories. Specifications shall be as outlined in Table 3.
- The Fire Detection & Alarm System (FDAS) installation shall comply with the Fire Code of the Philippines 2019 Edition and all applicable National Fire Protection Association (NFPA) codes and standards. All installations shall be performed and supervised by qualified personnel with experience in the installation, inspection and testing of fire alarm systems.
- The contractor shall verify site conditions and dimensions prior to ordering equipment or performing installation work to avoid conflicts and ensure the compatibility of all equipment.

- All materials & equipment shall be installed as per manufacturer's specifications and instructions.
- d. All devices shall be hard wired. Use Fire Alarm cable #16AWG (2conductor) @20mmØ PVC conduits.
 - e. Mounting heights shall be as follows:
 - Manual Call Points – 1200mm from FFL to center of device
 - Fire Alarm Bell – 150mm below ceiling line
 - Fire Alarm Control Panel (Existing)
 - f. The Contractor shall verify that the voltage up to the last device is within the acceptable range for to ensure proper operation.
 - g. This scope also includes supply, delivery and installation of Fire Safety Evacuation plans as per specification.
 - h. Upon completion of the installation, the Contractor shall conduct system testing and commissioning of the Fire Detection and Alarm System (FDAS) together with the Project Management Unit and the end-user representative. The following procedures shall be followed:
 1. Preliminary Inspection
 - Ensure all devices are properly installed, labeled, and connected.
 - Verify circuit integrity and power supply connections.
 2. Functional Testing
 - Activate manual pull stations and verify proper alarm response.
 - Test smoke and heat detectors using manufacturer-approved testing methods.
 - Verify notification function correctly.
 - Simulate power loss conditions to confirm backup power operation.

TABLE 5. Fire Alarm Devices Specifications

ITEM	DESCRIPTION	UNIT	QTY
Smoke Detector, with Base, Conventional	• Operating Voltage Range: 9 to 28 VDC Volts Non-polarized • Standby Current: $\leq 120\text{A}@24\text{VDC}$ • Maximum Alarm Current (LED on): $\leq 15\text{mA}@24\text{VDC}$ (1K Ohm current-limiting resistance) • Fix temperature Alarm: • Rate of rise Alarm: 7.10C/5S A1R • Height: 48.2 mm installed in Base • Diameter: 99.45 mm • Operating Humidity Range: $\leq 95\%\text{RH}$ ($400\text{C}\pm 20\text{C}$) Relative Humidity, non-condensing • Operating Temperature Range: -100C to 500C (140F to 1220F) • Smoke Alarm Sensitivity: $1.06\pm, 26\%\text{FT}$	Set	3
Manual Call Point, Conventional	• Working Voltage: 24VDC • Max. Current: 8A, 24VDC • Contact Resistance: $\leq 0.02\Omega$ • Working Conditions: Temp. $-10\sim +65^{\circ}\text{C}$ • Humidity: 10%-90% RH	Set	4
Fire Alarm Bell, Conventional	• Diameter: 8"(200mm) • Working voltage: 20VDC to 28VDC • Work current @24VDC: $\leq 50\text{mA}$ • Volume(dB) @1m: $\geq 100\text{dB}$	Set	4
Fire Extinguisher	Type ABC, 10lbs with mounting bracket	Set	7
Emergency Evacuation Plan	Photoluminescent, Clear Acrylic Front Cover, Metal Standoffs, 914.4mm x 609.6mm	Set	3

XXVIII.G. Ventilation System

- a. This scope covers provision and installation of Ventilating Equipment with the following specifications:

TABLE 4. Ventilating Equipment Specifications

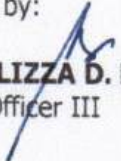
DESCRIPTION	UNIT	QTY
Exhaust Fan 6" Wall Mounted w/ shutter • Voltage/Frequency: 230VAC, 60Hz • Power: 15W • Airflow: 2.5m³/min • Noise Level: 44db • Installation Dimension: 20 x 20cm • w/ switch	Set	4
Exhaust Fan 8" Wall Mounted w/ shutter • Voltage/Frequency: 230VAC, 60Hz • Power: 25W • Airflow: 8.1m³/min • Noise Level: 43db • w/ switch	Set	4
Exhaust Fan 14" Wall Mounted Industrial Type Voltage/Frequency: 230VAC, 60Hz • Power: 55W • Airflow: 56.9m³/min • Noise Level: 57db w/ switch included	Set	1

GENERAL NOTES

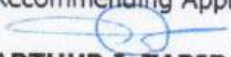
1. The Contractor shall provide all labor, material tools, equipment, supervision, and other related items required to complete the project as per the scope of works and specifications. Contractors are advised to visit the site, verify the existing site conditions to develop their proposal.
2. Site inspection shall be conducted by the Project Management Unit (PMU) together with a representative from the Contractor to determine the exact measurement and actual site conditions.
3. All Materials delivered on-site shall have an Approved Material Inspection Report from the Project Management Unit.
4. The whole project shall be completed within 180 calendar days.
5. An area to be used as storage for construction materials will be designated by the IU.
6. Water and electricity to be used during the construction will be charged to the Contractor.
7. Workers shall follow IU rules and regulations like wearing of ID's, PPE'S, No Smoking, etc.
8. Workers will be allowed to use a specified comfort room.
9. The Contractor shall coordinate with the Project Management Unit (PMU) with regards to documents required for building permit applications.
10. If the Contractor determines that some portion of the drawing, specification, or contract document requires clarification or interpretation by the agency, the Contractor shall initiate and submit formally a written Request for Information (RFI).
11. In case there is a variation, a letter of justification with full and detailed particulars to support claims for change order shall be provided by the Contractor to the recommending unit to the PMU and TPC for evaluation and recommendation before its implementation.
12. In case of changes in the plans, additional works shall be charged to the Overhead, Contingencies, & Miscellaneous (OCM) of the project per Contractor's original bid and incur no additional cost to the project if the computed cost is within the OCM since OCM's are included in the project estimate to cover any unforeseen expenses and unknown issues during construction.
13. Shop drawings shall be submitted by the Contractor to the PMU for approval before implementation specifically structural details installation and fabrication.
14. The Contractor shall notify the Project Management Unit (PMU) during every material delivery for inspection. Relatively, a Material Inspection Report shall be submitted by the Contractor to the Project Management Unit (PMU).
15. Reinforcing Steel Bars shall bear company markings, with the attached mill certificate for yield strength verification.
16. The Contractor shall furnish copies of the results of the testing of materials (for concrete design mix and RSB) to the Project Management Unit (PMU) and Planning Unit (PU) for approval and proper documentation before the concrete pouring request.
17. A concrete design mix shall be submitted by the Contractor to the Project Management Unit (PMU) and Technical Planning Unit (TPC) for approval before the concrete pouring request.
18. The Contractor shall provide a rebar cutting list for Planning Unit approval before fabrication/ installation.
19. An approved form closure requests with an affixed signature of the implementing unit (Project Management Unit) must be submitted by the Contractor at least a day before the closure of forms in preparation for concrete pouring.
20. An approved concrete pouring requests with an affixed signature of the implementing unit (Project Management Unit) must be submitted by the Contractor at least a day before concrete pouring.
21. Proper plumbness of Column Reinforcement assemblies and Column forms shall be observed before closure of forms and concrete pouring
22. All lumber shall conform with the specifications required by the IU.

23. All Electrical works shall be done under the supervision of a Professional Electrical Engineer, Registered Electrical Engineer, or Registered Master Electrician.
24. All Plumbing works shall be done under the supervision of a Registered Master Plumber.
25. The Contractor shall verify the design and specifications of any furniture, fixtures, and the likes, as well as the equipment and appliances before procurement.
26. Removed/recovered materials that can be utilized should be turned over to IU.
27. If the Contractor does not have an employed certified installer, he shall submit to the Agency thru Project Management Unit an agreement with the supplier and its certified installer which will deliver and/or perform special services, equipment, and other appurtenances for special items.
28. If in case the Contractor requests additional/ extra copies of plans and/or plans for building permit application, they shall pay a printing fee per sheet of A3 sized paper scheduled as follows; 10.00php for black and white and 20.00php for colored. All transactions shall be paid through the cashiering services.
29. The Contractor is required to update figures and data of actual accomplishment of the project every 15th and 30th of the month. This information together with other supporting documents (i.e. equipment and workforce, utilization chart, weather chart, PERT/CPM, etc.) shall be made available and posted at the field office.
30. Proof of implementation of Item IV – Permits, Fees, & Clearances amounting to the specified pay item cost should be submitted and verified to and by the implementing entity particularly the Project Management Unit (PMU), as documentary evidence such as, but not limited to, "official receipts".
31. No demolition works should be commenced without the necessary demolition permit secured through the Municipal Office. The permit should be submitted to and verified by the Project Management Unit (PMU). The Disposal Committee of the University should then be informed by the management thru the PMU, for the proper inventory of unserviceable items. Furthermore, all salvageable materials, including those used for the field office for engineers, temporary barricades, and fencing, shall revert to the implementing office and be formally turned over in coordination with the Project Management Unit (PMU).
32. The Contractor shall grade and shape the existing ground surface downstream of the storm drain outlet to establish a continuous positive drainage path. The finished ground profile shall be configured to facilitate the unobstructed flow of stormwater toward the lowest point of the site and ultimately discharge into the existing roadside drainage canal. Refer to Sheet P101 for the Ground Floor Storm Drain Layout.

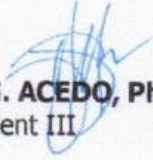
Submitted by:


AR. MAE LIZZA D. BUBLO
Planning Officer III

Recommending Approval:


ARTHUR I. TABIRARA, Ph.D.
VP- Administrative and Financial Affairs

Approved:


GEMMA G. ACEDO, Ph.D., DIT
SUC President III

Section VII. Drawings

(In a separate folder)

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a) to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a) A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b) Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to **GCC** Clause 7) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the winning Bidder as prime Contractor for the use and convenience of the specialist contractors, each related

provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix its signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of its bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

Name of Project: **CONSTRUCTION/COMPLETION OF STUDENT CONVENTION CENTER WITH AMPHITHEATER**

Location of Project: **Catanduanes State University, Main Campus, Virac, Catanduanes**

Bill of Quantities

Item No.	Description of Work to Be Done	Unit	Quantity	Unit Price (pesos)	Amount (Pesos)
PART I	FACILITIES FOR THE ENGINEER				
I	Provision of Field Office/Laboratory for the Engineer	l.s.	1.00		
PART II	OTHER GENERAL REQUIREMENTS				
II	Project Billboard/Signboard	pc	1.00		
III	Occupational Safety and Health	l.s.	1.00		
IV	Permits, Fees and Clearances	l.s.	1.00		
V	Mobilization/Demobilization	l.s.	1.00		
PART III	CIVIL, MECHANICAL, ELECTRICAL & PLUMBING/SANITARY WORKS				
Part A.	EARTHWORKS				
VI	Clearing and Grubbing	l.s.	1.00		
VII	Structure Excavation	cu.m.	530.28		
VIII	Embankment (from Structure Excavation)	cu.m.	414.06		
IX	Embankment (from Barrow)	cu.m.	1,230.45		
X	Embankment (Gravel)	cu.m.	111.41		
XI	Soil Poisoning and Anti-Termite Treatment	sq.m.	881.99		
Part B.	PLAIN AND REINFORCED CONCRETE WORKS				
XII	Formworks and Falseworks	l.s.	1.00		
XIII	Reinforcing Steel Bars	kgs.	60,512.68		
XIV	Structural Concrete (Substructure)	cu.m.	157.93		
XV	Structural Concrete (Superstructure)	cu.m.	317.25		
Part C.	ARCHITECTURAL FINISHES & OTHER CIVIL WORKS				
XVI	Masonry Works				
XVI.A	4" Masonry Wall (Incl. Reinforcing Steel Bars)	sq.m.	61.48		
XVI.B	5" Masonry Wall (Incl. Reinforcing Steel Bars)	sq.m.	172.80		
XVII	Doors				
XVII.A	PVC Flush Door (Supply and Delivery)	sq.m.	9.68		
XVII.B	Glass Doors (Supply, Delivery and Installation)	sq.m.	8.33		
XVII.C	Roll Up Doors (Supply, Delivery and Installation)	sq.m.	137.24		
XVIII	Metal Works				
XVIII.A	Metal Works – Stainless Steel Railings – Ramps, Stairs, Steel Baffles/Louvers)	l.s.	1.00		
XIX	Cement Plaster Finish	sq.m.	468.56		
XX	Precast Concrete Letters	l.s.	1.00		
XXI	Cement Floor Topping Finish	sq.m.	1,761.32		

XXII	Waterproofing-Cement Base (including Crack Sealing of Existing Building Roof Deck)	sq.m.	2,326.39		
XXIII	Ceiling Works (Ficem Board Ceiling)	sq.m.	715.10		
XXIV	Tile Works				
XXIV.A	Floor Tiles/Wall Tiles	sq.m.	1,009.95		
XXIV.B	Exterior Wall Tile Cladding	sq.m.	31.00		
XXV	Painting Works				
XXV.A	Painting – Concrete Exterior Walls (Inc. Existing Building)	sq.m.	1,748.13		
XXV.B	Painting – Concrete Interior Walls (Inc. Existing Building)	sq.m.	2,519.50		
XXV.C	Painting – Metal Surfaces (Including Cleaning and Surface Preparations)	sq.m.	339.48		
XXV.D	Painting – Ceiling	sq.m.	715.06		
Part D.	PLUMBING & SANITARY WORKS				
XXVI	Plumbing & Sanitary Works				
XXVI.A	Waterline Distribution	l.s.	1.00		
XXVI.B	Drainage, Waste & Ventilation Plumbing	l.s.	1.00		
XXVI.C	Plumbing Fixtures	l.s.	1.00		
XXVI.D	Catch Basin (including Trench Canal)	l.s.	1.00		
Part E.	ELECTRICAL WORKS				
XXVII	Electrical Works				
XXVII.A	Conduits, Boxes, Fittings & Accessories (Conduit Works/Conduit Rough-in)	l.s.	1.00		
XXVII.B	Wires & Wiring Devices	l.s.	1.00		
XXVII.C	Power Load Center, Switchgear & Panelboards, & Other Overcurrent Protection Devices	l.s.	1.00		
XXVII.D	Distribution Transformer	l.s.	1.00		
XXVII.E	Lighting Fixtures	l.s.	1.00		
XXVII.F	Grounding System	l.s.	1.00		
XXVII.G	Fire Detection & Alarm System	l.s.	1.00		
XXVII.H	Ventilation System	l.s.	1.00		
Total Bid Amount (in figures): PhP					
Total Bid Amount (in words): Pesos					

Signature

in the capacity of

Duly authorized to sign the Bid and on behalf of _____

Section IX. Philippine Bidding Documents Related Forms

Notes to the Philippine Bidding Document Related Forms

The Bidder shall complete and submit with its Bid the **Bid Form**, together with the Bill of Quantities, detailed estimates that include a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid, and Cash Flow by Quarter, in accordance with **ITB** Clause 13, and all those requirements indicated in the Bidding Documents and the format set out in this Section.

When requested in the BDS, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Entity, pursuant to **ITB** Clause 16.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any correction or modification to the accepted Bid resulting from price corrections. The needed attachments, as aforementioned which form part of the contract should be modified accordingly.

The **Omnibus Sworn Statement** must be completed by all Bidders in accordance with **ITB** Clause 4.3. Failure to do so and submit it with the Bid shall result in the rejection of the Bid and the Bidder's disqualification.

The **Performance Securing Declaration and Bank Guarantee Form for Advance Payment** shall be completed only by the successful Bidder in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Entity and pursuant to **GCC** Clause 12 and its corresponding SCC provision.

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Bid Form 95

Contract Form..... 97

Omnibus Sworn Statement Form 100

Bid Securing Declaration Form 104

Bid Form for Procurement of Infrastructure Projects

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM

Project Identification No.: *[Insert number]*

To: *[Name of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBD) including the Supplemental Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project *[Project Title]*;
- b) I/We offer to execute the Works for this Contract in accordance with the PBD;
- c) The total price of our Bid in words and figures, excluding any discount offered below, is *[insert information]*
- d) The discounts offered and the methodology for their application, if any, are: *[insert information]*; or indicate N/A if no discount offered
- e) The total bid price in words and figures, after applying the applicable discount, includes the cost of all taxes, such as, but not limited to *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized in the Detailed Estimates.
- f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;
- g) If our bid is accepted, I/we commit to enter to a contract and provide a performance security in the form, amounts, and within the times prescribed in the PBD, and hereby acknowledge the consequences under the IRR of RA No. 12009 on forfeiture of Bid Security or enforcement of Bid Securing Declaration and on Blacklisting.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon the Bidder.

I/We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

I/We certify/confirm that we comply with the eligibility requirements pursuant to the PBD.

The undersigned is authorized to submit the bid on behalf of *[Name of the Bidder]* as evidenced by the attached *[State the Written Authority]*.

I/We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

THIS CONTRACT executed on the _____ day of _____ 20____ between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Contractor] Filipino of legal age or a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Contractor".

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly *[Brief description of Project]*;

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement in the total amount of *[Contract price in words and figures, including currency]*, hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

- 1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
- 2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall be deemed to form and be read and construed as integral part of this Contract, viz.:
 - a) Philippine Bidding Documents (PBD);
 - i. Drawings/Plans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders;
 - v. Bid Data Sheet;
 - vi. Bid Form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - vii. Bill of Quantities;
 - viii. General and Special Conditions of Contract;
 - ix. Supplemental Bid Bulletins, if any; and
 - x. Other contract documents that may be required by existing laws and/or the Entity.

- b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c) Performance Security;
 - d) Notice of Award of Contract; and the Bidder's Conforme thereto; and
 - e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
- 3) In consideration of the Contract Price of *[Contract Price in words and figures]*, or such other sums as may be determined in accordance with the terms of the Contract, the Supplier agrees to deliver and perform the items and related services for the *[Project Title]* described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.
 - 4) The *[Name of the Procuring Entity]* agrees to pay the above-mentioned sum to the Supplier in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
 - 5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act (RA) No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity
Head of the Procuring Entity or Duly
Authorized Representative

For the Bidder
Duly authorized to sign the Contract
for and behalf of *[Bidders Name]*:

*[Signature over Printed
Name][Position/Designation]*
[Date]

[Signature over Printed Name]
[Position/Designation]
[Date]

Signed in the presence of:

[Name and Signature]
Witness – Procuring Entity

[Name and Signature]
Witness- Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of _____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

OMNIBUS SWORN STATEMENT

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

1) *Select one, delete the others:*

- *If sole proprietorship:* I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [Address of Bidder];
- *If partnership, corporation, cooperative, or joint venture:* I am the duly authorized and designated representative of [Name of Bidder] with office address at [Address of Bidder];
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of [Name of Bidder] with office address at [Address of Bidder];

2) *Select one, delete the others:*

- *If sole proprietorship:* As the owner and sole proprietor or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Project Title] of the [Name of the Procuring Entity][insert "as supported by the attached duly notarized Special Power of Attorney" for authorized representative];
- *If partnership, corporation, cooperative, or joint venture:* I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Project Title] of the [Name of the Procuring Entity], as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable;
- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Project Title] of the [Name of the Procuring Entity], as

supported by the attached duly notarized Special Power of Attorney for authorized representative;

- 3) *[Name of Bidder]* is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board; by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- 4) Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5) *[Name of Bidder]* is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6) *Select one, delete the others:*
 - *If sole proprietorship* : The *[Name of Bidder]* and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If partnership* : The partnership itself and the partners of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If cooperative*: The cooperative itself and members of the board of directors, general manager, or chief executive officer of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If corporation, or joint venture*: The corporation or joint venture itself, and officers, directors, and controlling stockholders of *[Name of Bidder]* are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;
 - *If individual consultant not registered under a sole proprietorship, in case of Consulting Services*: The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring

Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- 7) It is understood that failure to faithfully disclose its relationship with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the IRR of RA No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

Select one, delete the rest:

- *In case of corporations: [Name of Bidder] declares its beneficial ownership information consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC and has maintained a valid and updated file therein in compliance with Sections 20.2.9.1, 81, and 82 of the IRR of Republic Act (RA) No. 12009.*
- *In case of Foreign Bidders: [Name of Bidder] submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.*

- 8) *[Name of Bidder]* complies with existing labor laws and standards; and
- 9) *[Name of Bidder]* is aware of and has undertaken the following responsibilities as a Bidder:
- a) Carefully examine all of the Bidding Documents;
 - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d) Inquire or secure Supplemental Bid Bulletin(s) issued for the *[Project Title]*.
- 10) *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 11) In case advance payment was made or given to *[Name of Bidder]*, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____.

Bid Securing Declaration Form

*[The duly accomplished form shall be submitted with the Bid
if bidder opts to provide this type of bid security]*

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

BID SECURING DECLARATION

Project Identification No.: [Number]

To: [Insert name of the Procuring Entity]

I/We, the undersigned, declare that:

- 1) I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration;
- 2) I/We accept that:
 - a) I/We shall enter into contract with the Procuring Entity and furnish the required performance security within ten (10) calendar days as indicated in the Bidding Documents, from receipt of the Notice of Award;
 - b) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and
 - c) I/We will pay the applicable fine within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c), of the IRR of RA No. 12009; without prejudice to other legal action the government may undertake;

	<i>Applicable Fine</i>
a) in the case of a single bidder	i) two percent (2%) of the Approved Budget for the Contract (ABC); or ii) the difference between the evaluated bid price and the ABC whichever is higher
b) in the case of multiple bidders	i) two percent (2%) of the ABC; or ii) the difference between the evaluated bid prices with the bidder with Lowest

	Calculated/Highest Rated Bid and the bidder with the next Lowest Calculated/Highest Rated Bid, and so on whichever is higher
c) in case of violations committed prior to the opening of the financial envelope	i) a fixed amount of two percent of the ABC,

3) I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:

- a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
- c) I am/we are declared the bidder with the *[Insert Award Criterion¹]* and I/we have furnished the performance security and signed the Contract.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]

[Position/Designation]

[Date]

JURAT

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

WITNESS MY HAND AND SEAL this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Notarial Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. __, *[date issued]*, *[place issued]*

IBP No. __, *[date issued]*, *[place issued]*

Doc. No. _____

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STATEMENT OF ALL ONGOING GOVERNMENT & PRIVATE CONSTRUCTION CONTRACTS INCLUDING CONTRACTS AWARDED BUT NOT YET STARTED

Business Name: _____

Business Address: _____

Name of Contract	a. Owner Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		a. Total Contract Value at Award b. Value of Outstanding Works
			Description	%		Planned	Actual	
Government								
Private								

Note:

1. State all ongoing contracts including those awarded but not yet started (government & private contracts which may be similar or not similar to the project called for bidding).
2. If there is no ongoing contract, state none or equivalent term.

This statement shall be supported with:

1. Notice of Award and/or Contract
2. Notice to Proceed issued by the owner
3. Certificate of Accomplishments signed by the owner or representative

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

STATEMENT OF SINGLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

Business Name: _____

Business Address: _____

Name of Contract/Location/ Contract Price	d. Owner Name e. Address f. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Target Date of Completion d. Actual Date of Completion	% of Accomplishment		a. Total Contract Value at Award b. Total Contract Value at Completion
			Description	%		Planned	Actual	
Government								
Private								

The statement shall be supported with:

1. Contract
2. Owner's Certificate of Acceptance (*Name of project owner that issued the certificate; name of contractor; name of contract and contract duration*) or
Constructor's Performance Evaluation System (CPES) Final Rating, which must be at least Satisfactory.
3. In case of contracts with the private sector, an equivalent document shall be submitted.

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

Business Name : _____
 Business Address : _____

	<i>Construction Supervisor</i>	<i>Materials Engineer</i>	<i>Electrical Engineer</i>	<i>Master Plumber</i>	<i>Safety & Health Officer</i>	<i>Construction Foreman</i>	<i>First Aider</i>
1. Name							
2. Address							
3. Date of Birth							
4. Employed Since							
5. Previous Employment							
6. Education							
7. PRC License/Accreditation from DOLE (for the Health & Safety Officer)							
8. Years of Related Experience in Proposed Position							

Note: Attached individual bio-data/CV, PRC License of the professional personnel, Certificate of DOLE/DPWH/Red Cross of the Philippines Accreditation as applicable, Certificate of Training in Construction Occupational Safety and Health & Affidavit of Commitment to Work on the Contract.

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

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

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

1. Name : _____
2. Nationality : _____
3. Education and Degrees : _____
4. Proposed Position : _____
5. Length of Service with the Firm : _____
6. Years of Related Experience for the proposed position : _____
7. List of Projects Handled : *(use additional sheet/s if necessary)*
 - Name of Project : _____
 - Name of Owner : _____
 - Type of Project : _____
 - Position : _____
 - Period of Assignment : _____

In the event that *[Name of the Bidder]* is awarded the contract for the project, I, firmly commit to assume the post of *[Designation]*.

Signature of Key Personnel

KEY PERSONNEL'S AFFIDAVIT OF COMMITMENT TO WORK ON THE CONTRACT

1. I, _____ (Name of Professional/Individual) have committed my services for the position of _____ (Key Personnel Position) for the Contract if it is awarded to the Bidder.
2. I, therefore, commit to assume the said position for the Contract once it is awarded to the Bidder, and I shall employ the best care, skill and ability to perform the duties of such position in accordance with the Conditions of Contract, Specifications, Drawings, and other provisions of the Contract Agreement. I am aware that I have to stay in the jobsite for the duration of the project.
3. I do not allow the use of my name to enable the Bidder to qualify for the Contract without my commitment to assume the said position, since I understand that to do so shall be a sufficient ground for my disqualification from this Contract and future biddings of the Catanduanes State University.
4. I submit, and certify as true and correct, the following information:
 - a. Name : _____
 - b. Date of Birth : _____
 - c. Nationality : _____
 - d. Profession : _____
 - e. PRC License No. and Date of Validity : _____
 - f. Employment Record and Work Experience relevant to the Project (Please fill in the table below; use additional sheet(s) if necessary)

i. Project Name & Location	i. Project Description	i. Part of Project Handled	i. Start Date of the Project
ii. Project Owner's Name & Address	ii. Total Cost Project	ii. Cost of Part	ii. Completion Date of the Project
iii. Employer's Name & Address			iii. Total Period of Engagement to the Project
iv. Position			
Completed Projects:			
On-going Projects:			

Name and Signature of Professional/Individual Committing to the Contract

(Date)

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

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

Witness my hand and seal this ____ day of [month] [year].

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]

IBP No. _____ [date issued], [place issued]

Doc. No. _____

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LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT, PLEDGED TO THE PROPOSED CONTRACT

Business Name: _____

Business Address: _____

Description	Model/Year	Capacity/ Performance/Size	Plate No.	Motor No./ Body No.	Location	Condition	Proof of Ownership/ Lessor/Vendor
A. Owned							
B. Leased							
C. Under Purchase Agreement							

Note: This list must be supported by proof of ownership, lease and/or purchase agreement. For lease and purchase agreement, such proof must include a certification of availability of equipment from the lessor/vendor for the duration of the project.

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

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

AFFIDAVIT OF SITE INSPECTION

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

1. That I am the *[Position of the Authorized Representative]* of the *[Name of Bidder]* with office at *[Address of the Bidder]*.
2. That I have inspected the site for *[Name of the Project]*, located at Catanduanes State University, Main Campus, Virac, Catanduanes on *[Date of Inspection]*.
3. That I am making this statement as part of the requirement for the Technical Proposal of the *[Name of Bidder]* for the *[Name of the Project]* of the Catanduanes State University.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20__ at _____, Philippines.

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s exhibited to me his/her *[insert type of government identification card used]*, with his/her photograph and signature appearing thereon, with no. _____ and his/her Community Tax Certificate No. _____ issued on ____ at _____.

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. _____ *[date issued]*, *[place issued]*
IBP No. _____ *[date issued]*, *[place issued]*

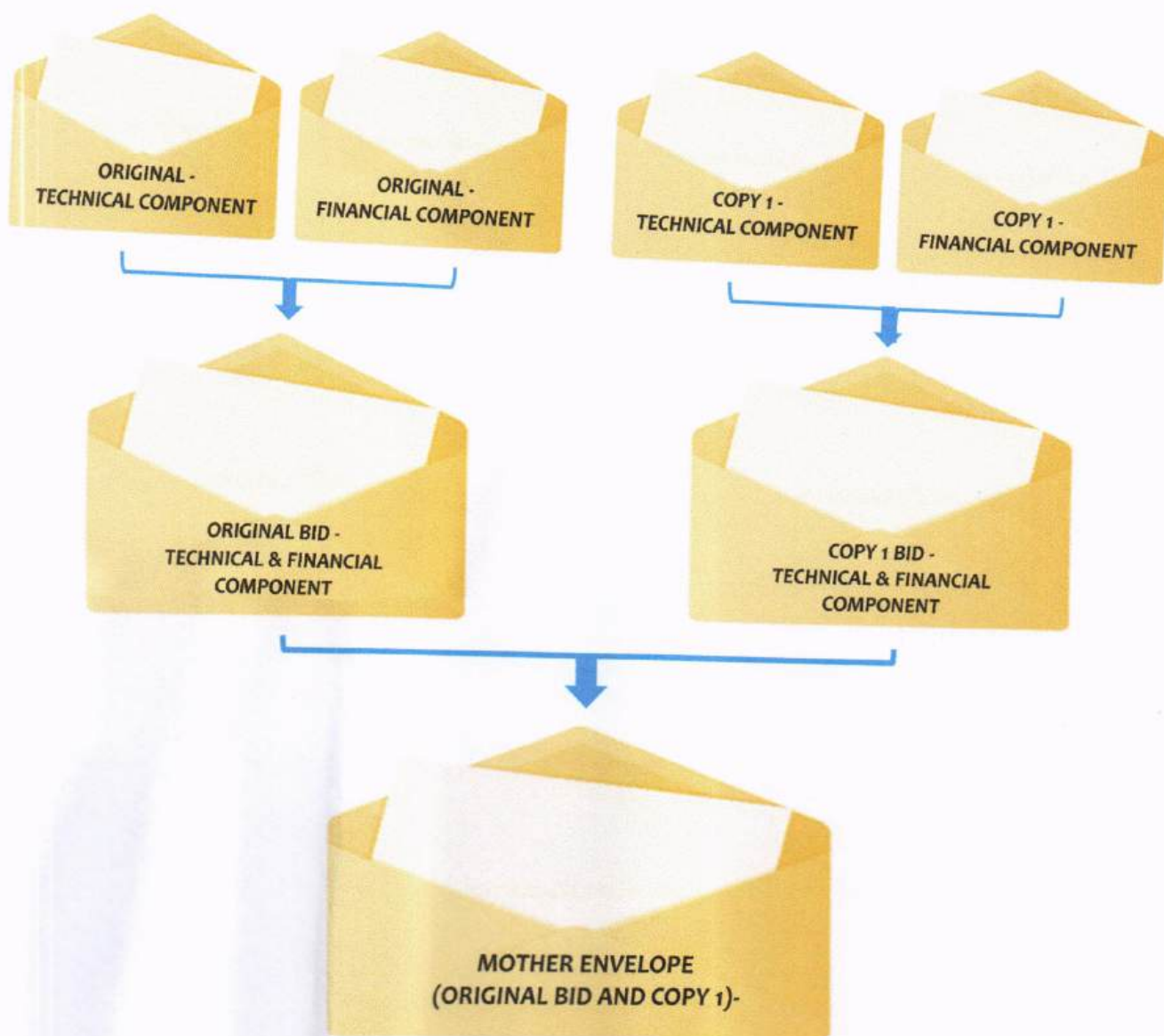
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Section XI. Sealing and Marking of Bids

REQUIREMENTS AND INSTRUCTIONS FOR SEALING AND MARKING OF BID ENVELOPES

1. Enclose the ORIGINAL technical documents in one sealed envelope marked "ORIGINAL-TECHNICAL COMPONENT" and the ORIGINAL financial component in another sealed envelope marked "ORIGINAL-FINANCIAL COMPONENT" (apply the same for copy 1 - marking should be "COPY 1-TECHNICAL / FINANCIAL COMPONENT")
2. Seal both envelopes in an outer envelope marked "ORIGINAL BID" (apply the same for copy 1 - marking should be "COPY 1-TECHNICAL / FINANCIAL COMPONENT")
3. The ORIGINAL BID and the Copy 1 Envelope shall be CONTAINED in ONE MOTHER ENVELOPE

Sample:



NAME OF BIDDER
ADDRESS OF BIDDER
EMAIL OF BIDDER

BIDS AND AWARDS COMMITTEE
CATANDUANES STATE UNIVERSITY
VIRAC CATANDUANES

PROJECT TITLE: _____
ID NO.: _____

DO NOT OPEN BEFORE (DATE & TIME OF OPENING OF BIDS)

All bid envelopes:

1. Typed or written in indelible ink and the **seal shall be SIGNED** by the bidder or his duly qualified and authorized representative.
2. Bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, the same shall be accepted; Provided, that the bidder or its duly authorized representative shall acknowledge such condition of the bid submitted. On the other hand, **unsealed or unmarked** bid envelopes, shall be rejected.

The BAC shall assume no responsibility for misplaced or lost contents of the improperly sealed or marked bid, or for its premature opening.

