

PHILIPPINE BIDDING DOCUMENTS

Government of the
Republic of the Philippines

Procurement of INFRASTRUCTURE PROJECTS

**CONSTRUCTION OF THE
COLLEGE OF ENGINEERING
SCHOOL INFRASTRUCTURE
(DESIGN AND BUILD)**

(ABC: Php 80,360,000.00)

***PhilGEPS Notice Reference No: 15289
Control No.: 2601035
PR 26-01-035 INF***

**First Edition
May 2025**

Preface

These Philippine Bidding Documents (PBD) for the procurement of Infrastructure Projects (referred to hereinafter as the "Works") through Competitive Bidding have been prepared by the Government of the Philippines (GOP) for use by all districts, agencies, departments, bureaus, offices, or instrumentalities of the Government, including government-owned or controlled corporations (GOCC), state-owned financial institutions (SOFI), state universities and colleges (SUC), local government units (LGU), and autonomous regional governments. The procedures and products prescribed in this document have been developed through local experience, and are for mandatory use in a Bids Item are included in which stipulated by the GOP or any foreign government heretofore or hereinafter, financing institution in accordance with the provisions of the Implementing Rules and Regulations (IRR) of Republic Act No. 12098 (RA No. 12098).

This PBD is intended as a model for agencies when it is used in a Bids Item in a list of quantities type of contract, which are the most common in Bids contracting.

The Bidding Documents shall clearly and adequately define, among others, (a) the objectives, scope, and expected outputs, (b) the eligibility requirements of Bidders, (c) the expected contract duration, and (d) the obligations, duties, and responsibilities 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 VII, Specifications, Section VIII, Drawings, and Section VIII, Bill of Materials. The forms to be used are provided in Section III, Philippine Bidding Documents Related Forms.

Caution 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 in the preparation of the Bidding Documents. They shall not be included in the final documents, except for the notes including 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:

- k) 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.
- l) 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 either blank spaces for options.
- m) The Preface and the formulas, or notes in Italics included in the Invitation to Bid, BDS, SCC, Specifications, Drawings, and Bill of Materials are not part of the text of the final documents, although they contain instructions that the Procuring Entity should strictly follow. The Bidding Documents should not

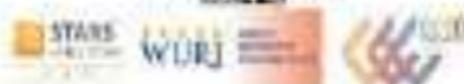
¹ Under the terms of the various financing agreements entered into with the aid of foreign government or international financing institutions, the following provisions apply:

cover sheets except Section II. Prepare using Documents Related Forms since these provide important subjects to Bidders.

- (c) The cover page should be included as required to identify the Bidding Documents and date of issue.
- (d) The Project title page should be included as required to identify the Project title and number, name and address of the Procuring Entity.
- (e) If modifications must be made to the bidding requirements, they can be provided in the BDB. Modifications for specific Project or Contract details should be provided in the BDB as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the BDB or BOC, these terms shall be stated in bold type face as in Section II, Instructions to Bidders, and Section I, General Conditions of Contract, respectively. To facilitate easy reference and completion, clauses from the BDB and BOC shall appear in bold type face in Sections I and II, respectively.



Republic of the Philippines
WESTERN MINDANAO STATE UNIVERSITY
BIDS AND AWARDS COMMITTEE FOR INFRASTRUCTURE
Bids and Awards Committee for Infrastructure
Western Mindanao State University
Davao City, Mindanao, Philippines
100106-0000



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Glossary of Acronyms, Terms, and Abbreviations

- AGO – Approved Budget for the Contract
- ADR – Alternative Dispute Resolution
- AROC – Annual Report of the Road Cost
- BAC – Bid and Awards Committee
- BIR – Bureau of Internal Revenue
- BPP – Bids and Procurement Policies
- CCA – Cooperative Development Authority
- CSG – Contract of Service
- CPI – Consumer Price Index
- DOLE – Department of Labor and Employment
- DTI – Department of Trade and Industry
- ECC – External Contracting Company
- ERI – Government Financial Institution
- GOCC – Government-Owned or -Controlled Corporation
- GRP – Government of the Philippines
- IPPB – Government Procurement Policy Board
- HoPE – Head of Procuring Entity
- JO – Job Order
- PR – Implementing Rules and Regulations
- ITE – Instructions to Bidders
- LCS – Lowest Calculated Bid
- LCRB – Lowest Calculated Responsive Bid
- LGU – Local Government Unit
- LoC – Line of Credit
- MAB – Most Advantageous Bid
- MARD – Most Advantageous Responsive Bid

MEARB – Most Economical and Advantageous Responsive Bid

MTDA – Multi-Pair Contracting Authority

NFCO – Net Financial Contracting Capacity

NDA – National Development Agency

PCAB – Philippine Contracting Accreditation Board

PH-GEPS – Philippine Government Electronic Procurement System

PSA – Philippine Statistics Authority

RA No. – Republic Act Number

SRFB – Single Responsive and Responsive Bid

WCC – Work at Completion of Contract

SRFB – Single Responsive and Responsive Bid

SEARFB – Single Economical and Advantageous Responsive Bid

SEC – Securities and Exchange Commission

WCC – Work at Completion of Contract

SRFB – Single Responsive and Responsive Bid

US – United States

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 (PRR of RA No. 12009, Section 4)(2).

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 (PRR of RA No. 12009, Section 4)(2).

Bidding Documents – the documents issued by the Procuring Entity as the basis for bids, furnishing all information necessary to prospective bidders to prepare a Bid for the Goods, Infrastructure Projects, and Consulting Services required by the Procuring Entity (PRR of RA No. 12009, Section 4)(c).

Bill of Materials – a list of the specific items of the work and their corresponding unit prices, fixed sums, and/or provided items.

Consulting Services – services for infrastructure projects and other types of projects or activities of the government requiring expertise beyond technical and professional expertise that is beyond the capability or capacity of the government to undertake such as, but not limited to: (i) advisory and review services; (ii) technical and/or non-PRR studies; (iii) design; (iv) construction supervision; (v) maintenance and related services; and (vi) other technical services or special studies. (PRR of RA No. 12009, Section 4)(3).

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 conditions and conditions thereof and all documents incorporated by reference therein.

Contract Price – the price stated in the Notice of Award and hereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with the Contract.

Contract Time Extension (CTE) – the allowable period for the Contractor to complete the Works in addition to the original completion date stated in the 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, unless it specifies 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 completion 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 – includes preliminary of the Works. They include all supplemented details, area drawings, calculations, and other information provided or approved for the execution of the 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 BIDD.

Goods – refer to (i) all items, supplies, and materials, whether in the nature of equipment, furniture, stationary, 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 cleaning, heating, janitor, security, and related or analogous services. **Procurement Services or Individual GGD or GQ engagements do not fall under this definition.** (RR of R.A. No. 12008, Section 50B)

Infrastructure Projects – include the construction, improvement, rehabilitation, demolition, repair, restoration, or maintenance of roads and bridges, tunnels, viaducts, sea ports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sewerage, solid waste 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 "improvement of works." (RR of R.A. No. 12008, Section 50C)

Lot – refers to two 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 Authority or designated IIR of the Procuring Entity. Each lot is distinct within the project and may be awarded as a separate contract.

MQWB – 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 award advantages in bid in reference to the lowest rated offer based on the quality component of the bid.

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

MEQWB – 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 otherwise indicated date.

Online submission – refers 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 PJOEPC, once available.

Permanent Works – refers to all permanent structures and all other project features and facilities that are to be constructed and completed in accordance with the Contract which shall be delivered to the Procuring Entity, and which shall remain at the Site after the removal of all Temporary Works.

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

Procuring Entity – the organization acquiring the Infrastructure Project, as named in the IOC.

Project – refers to a specific or identified procurement covering works, 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 detailed plan and to the relative 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 records about the surface and subsurface conditions of 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 usually 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 five million Pesos (P= 10,000,000.00) at the community level for the sustenance of lives and livelihoods of the population living in the community and in it according to the needs and demands of the community population.

Verified Report – the report submitted by the implementing unit to the HOPE setting forth its findings as to the substance of grounds or causes for suspension and validity stating its recommended steps for the benefit of a Notice to Terminate.

Section I, Invitation to Bid

Notes on the Invitation to Bid

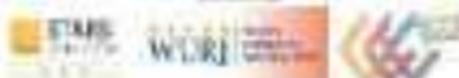
The Invitation to Bid provides information that enables potential Bidders to decide whether to participate in the procurement of hand. The Invitation to Bid should:

- a) In line with the principles of transparency and competitiveness and to ensure the widest possible dissemination thereof, an Invitation to Bid shall be published continuously by the Procuring Entity, for seven (7) calendar days on the Philippine Government Electronic Procurement System (PhilGEPS) website, in two conspicuous places reserved for this purpose in the premises of the Procuring Entity, and in the website or social media platform of the Procuring Entity, if available, or such other channels as may be authorized by the Government Procurement Policy Board (GPPB), and the website prescribed by the foreign government/foreign or international financing institution, if applicable; and
- b) For justifiable reasons, Procuring Entities that cannot publish procurement opportunities on its website, social media platform, or such other channels authorized by the GPPB shall publish its Invitation to Bid, in whole or in part, in a newspaper or other national or international publication.

Apart from the essential items listed in the Bidding Documents, the Invitation to Bid should also indicate the following:

- a) The availability of the Bidding Documents, which shall be furnished to the bidders from the time the Invitation to Bid is first published until the deadline for submission and opening until the deadline for submission and receipt of bids;
- b) The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c) The deadline for the submission and receipt of bids;
- d) The procurement sequence, and
- e) The bid award criteria/criteria (e.g., the application of a margin of preference in bid evaluation).

The Invitation to Bid should be incorporated into the Bidding Documents. The information contained in the Invitation to Bid shall pertain to the Bidding Documents, and it shall be the same information in the BDO.



Invitation to Bid for PR 26-01-035 INF titled: Construction of the College of Engineering School Infrastructure (Design and Build)

- 1) The Western Mindanao State University, through the GAA 2026 intends to apply the sum of Eighty Million Three Hundred Sixty Two thousand Pesos (P82,362,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Construction of the College of Engineering School Infrastructure (Design and Build). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2) The Western Mindanao State University now invites bids for the above Procurement Project. Completion of the Works is required within Four Hundred Twenty-Five (425) Calendar Days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section 1 (Instructions to Bidders).
- 3) Bidding will be conducted through collective bidding procedures using a non-discriminatory process in operation as specified in the IRR, otherwise known as the "New Government Procurement Act (R.A. 9184)".
Bidding is restricted to Filipino citizens/sole proprietors, cooperatives, and partnerships or organizations with at least 60% of its 20% stock or outstanding capital stock being citizens of the Philippines.
- 4) Interested bidders may obtain further information from Western Mindanao State University and inspect the Bidding Documents at the address given below from 8:00 AM - 5:00 PM (Monday to Friday).
- 5) A complete set of Bidding Documents may be acquired by interested bidders on March 16, 2025 - April 08, 2026 from given address and websites below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guide Book issued by the GPPB, in the amount of P50 Thousand (P50,000.00) Pesos.
It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PHILGEPS) and the website of the Procuring Entity, provided that bidders shall pay the applicable fee to the Bidding Documents not later than the submission of their bids.
- 6) The Western Mindanao State University will hold a Pre-Bid Conference on MARCH 30, 2025, Monday, 1:30 PM at BAC Conference Office, Ground Floor

ADMIN. BUILDING, Western Mindanao State University, Balwagan, Zamboanga City and/or through video conferencing via Zoom. Bids shall be open to prospective bidders.

- 7) Bids will be duly received by the Bids and Awards Committee (BAC) Secretariat through manual submission at the address indicated below, as indicated below on or before **1:00 PM April 16, 2025**. Late bids shall not be received.
- 8) All bids must be accompanied by a Bids Security in any of the acceptable forms and in the amount stated in the General Instructions.
- 9) The opening shall be at **April 16, 2025, Thursday, 1:00 PM** at BAC Conference Office, Ground Floor Admin. Building, Western Mindanao State University, Balwagan, Zamboanga City and/or via Zoom. Bids will be opened in the presence of the Bidders' representatives who choose to attend the activity.
- 10) The project is being implemented under a Design-Build (DB) scheme.
- 11) The Western Mindanao State University reserves the right to reject any and all bids, declare a failure of bidding, or to award the contract to any firm other than the lowest or second lowest bidder in accordance with Section 70 of R.A. No. 10093, without thereby incurring any liability to the affected bidder/s/bidders.
- 12) For further information, please refer to:

Mr. Joel C. Alcantara
Head Secretariat
Executive Building, BAC Office
Western Mindanao State University
Norma Road, Balwagan
Zamboanga City
Tel. No. (052) 601-1771 loc. 1002
Email: 2025BAC@wmsu.edu.ph
- 13) You may visit the following websites:
For downloading of Bidding Documents: www.wmsu.edu.ph
For online declaration and submission: Procure.wmsu.ph

April 15, 2025

FREDELMO M. SAW /I/M, Ph.D.
BAC Chairperson

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 I's Bid Data Sheet which consists of provisions that supplement, amend or specify in detail the tender or requirements included in this Section and which are specific to each procurement.

Matters governing performance of the contract (dispute resolution) under the contract, if those affecting the rules, rights, and obligations of the parties under the contract are not expressly included in this Section, but rather under Section IV, General Conditions of Contract (GCC) 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, prudent notice shall be given 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 QDS, invites bids for the **CONSTRUCTION OF the College of Engineering School Infrastructure (Design and Build)**, with Project Identification Number: 16280.

The Procurement Project (referred to here in as "Project") is for the construction of Works, as described in Section 17 (Specifications).

- 1.2 The winning Bidder will be expected to complete the Works by the intended completion date specified in BOD Clause 5.1.

2) Source of Funds

The Procuring Entity has a budget or received funds from the Funding Agency named in the QDS, and in the amount indicated in the QDS. It intends to apply part of the funds received for this Project to cover eligible costs under the contract.

3) Integrity, Probation, Conflicts, Conflicts, and Classification Provisions

- 3.1 Unless or service specified in the QDS, 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) "conflict of interest" means an act by which officials in the public or private sectors have and/or use their skills, which the society, clients, or induce clients 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 actions of any such officials in the procurement process or in contract execution, whether or not the government, the any contract transaction manifestly and grossly disadvantageous to the state, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA No. 3098.

(ii) "discriminatory practice" means a rule, course of action, or practice of interfering 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.

- v) "coercive practices" means making or threatening to make, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
 - vi) "obstructive practices"
 - (i) 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 party from disclosing its knowledge of matters relevant to the administrative proceedings or from pursuing such proceedings or investigation; or
 - (ii) 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.
- 3.1. Undertakes to submit a proposal for award upon which such determination may be made and intended for a valid bid engaged in any of the prohibited practices mentioned in the 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 the Clause 3.
- 3.3. Furthermore, the Funding Source and the Procuring Entity reserves the right to inspect and audit records and accounts of a Bidder or Contractor in the posting for and performance of a contract or matters or through independent auditors as reflected in the BOG Clause 24.
- 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 (d) and a bidder is disqualified if interest in any of the circumstances set out in paragraphs (a) through (d) below:
- a) A Bidder has controlled shareholders or directors in common with another Bidder;
 - b) A Bidder receives or has received any direct or indirect financial benefit from any other Bidder;

- d) A Bidder has the same legal authorized representative as that of another Bidder for purposes of this Bid.
 - e) 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 the bidding process. This may include a firm or an organization that lends, or temporarily second, 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.
 - f) A Bidder was participated as a consultant in the preparation of the design or technical specifications of the goods and/or services that are the subject of the bid, or
 - g) A Bidder was lends, or temporarily second, 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.
- 6.3. All Bidding Documents shall be accompanied by an irrevocable bank statement of the Bidder that it is not raised, by or through any or affiliate up to the third civil degree, to the HAMP, Procurement Agent of Employer, 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 SAC Receiver.²
- 6.4. The Bidder shall also disclose the ultimate beneficial ownership of the entity if restricted. Failure to disclose shall be a ground for the automatic disqualification of the bid in accordance with Section 46 of the RFP. 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 withholding 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 Bidder 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 associated partnership, joint venture, or consortium; and

² <http://www.anti-corruption.gov.ph>

- e) In the case of corporations, a single shareholder, together with their relatives up to the third civil degree of consanguinity or affinity, and their spouses, holding at least thirty percent (30%) of the shares therein, its one operator and president, shall be disqualified after they have been determined to hold the same controlling interest in a previously disqualified corporation or in two corporations that have been disqualified, the corporations of which they are part shall also be disqualified.

6) Eligible Bidders

- 6.1 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 the bidding:

- a) duly licensed Philippine citizens or their corporations;
- b) Partnership 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, not 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 its charter, 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 the purpose, Filipino ownership or interest shall be based on the contributions of each of the members of the joint venture as specified in their Joint Venture Agreement (JVA). Provided, that, the primary purpose of each member of the joint venture must be similar or related to the accomplishment of the project to be bid out.

- 6.2 The Procuring Entity may also invite foreign bidders when provided for under any Technical Instruction or Executive Order as it is specified in the ITB.

- 6.3 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 as amended in Section 42 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) or engage of Act No. 9 contractor.

- 5.4. The bidder must have completed at least one (1) bid submitted to the procurement project to be bid, and whose value must be equivalent to at least fifty percent (50%) of the ADC, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index; 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 OPRB for consideration; Provided, further, that contractors under Small A and Small G categories without similar experience in the procurement project to be bid may be allowed to bid if the cost of such contract is not more than the Absolute Range of Contract Cost of their register for listed in the guidelines as described by the PCAR.

For Bids that need a requirement, the OPRB and the foreign government, or foreign or international financing institution may agree on another local social requirement, as provided in the **BOI**.

It is never 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 Fair-For-Purpose approach.

- 5.5. The BIDDING 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 Contractor Performance Evaluation System (CPES), or a similar performance and recording system. In the case of contracts with the private sector, all equipment documents shall be submitted.
- 5.6. The computation of a bidder's NFDG must be at least equal to the ADC to be bid, computed as follows:

$NFDG = (\text{Current assets minus current liabilities}) / (2) \text{ minus the value of all outstanding or uncompleted contracts of the projects under ongoing contracts, including awarded contracts yet to be started, including with the procurement project to be bid. Provided, that a different formula may be adopted subject to the recommendation of the Procuring Entity, which shall be submitted to the OPRB for consideration.}$

The value of the domestic bidders' current assets and current liabilities shall be based on the latest APS submitted to the OPRB.

For purposes of computing the foreign bidders' NFDG, the value of the current assets and current liabilities shall be based on their latest APS submitted in accordance with the applicable 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 12, Philippine Bidding Documents Revised Form as required in ITB Clause 12.11(b).
- 6.2. Before submitting the bids, the bidders are deemed to be knowledgeable of all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the Project (in any way).
- 6.3. The Bidder undertakes 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 met, if any;
 - d) Complied with its responsibility to provide or secure Supplemental Bid Bulletin(s);
 - e) Ensured that it is not "disqualified" or barred from bidding by the Government of the Philippines (GPP) or any of its agencies, offices, corporations, or LOAs, including foreign government, or foreign international financing institutions whose disqualification rules have been recognized by the GPPG, or itself or by reason of its relation, membership, association, affiliation, or controlling interest with another disqualified person or entity;
 - f) Ensured that each of the documents submitted is a reproduction of the bidding requirements is an authenticity of the original, complete and that all statements and information provided therein are true and correct;
 - g) Authorized the HOPB or its duly authorized representatives 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 accomplish, submit the bid, to sign, and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board or Fabrication Resolution, or Secretary's Certificate, whichever is applicable;
 - i) Complied with the disclosure provision under Section 31 and 32 of RA No. 12066 and its IRR in relation to the procurement of RA No. 3079;
 - j) Complied with existing labor laws and standards. Moreover, the Bidder undertakes to:
 - 1) Ensure the fulfillment of workers' 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 similar laws, if available and 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 or if applicable 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. 12066,

with it applicable to the activities of employees and others under the Labor Code, as amended, and other social legislations.

- (8) Comply with occupational safety and health standards (OSHA) and other deficiencies, if any.

In case of imminent danger, injury, or death of the worker, the Bidder is obligated to suspend contract implementation pending clearance to resume from the DOLE Regional Office. It is compliance with the Work Stoppage Order and

- (9) Inform the workers of their conditions of work, their causes under the contract specifying wages, hours of work and other benefits under a prevailing national law, labor law regulations, or CCA, or arbitrate award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises.

- (10) Enacted neither explicit or any directly or indirectly, any consideration, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, appointed or non-appointed of the government in relation to any procurement project or activity.

- (11) Executed all instructions, terms, terms, and specifications in the Bidding Documents;

- (12) 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) topographical features; (iv) nature and condition of the terrain, geological conditions of the site communication facilities, requirements, location and availability of communication equipments and other materials, labor, water, electric power and access roads; and (v) other factors that may affect the cost, duration and execution of implementation of the contract, project, or work; and

- (13) Enacted that all information in the Bidding Documents, including bid or supplemental bid (including issued, and correct and consistent. The Procuring Office shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible Bidder out of the data furnished by the Procuring Office.

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 work and the conditions for the Project and examine all instructions, terms, terms, and procedural events 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 Office shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

IN CASE OF THE LATE DELIVERY, THE BIDDING DOCUMENTS MAY BE RETURNED TO THE VENDORING 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 to 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 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 HoFE and as stated in the BDs. However, the subcontracted portion shall not exceed fifty (50%) or a different percentage of the ABC, of a net project work, as approved by the QFFE.

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 awarded to be subcontracted to the third sub-contractor shall be assumed by the general contractor.

8.4 Subcontracting arrangement, if approved, including the name and location of the eligibility documents of the subcontractor, shall be disclosed in the QDS.

B. Contents of Bidding Documents

8) Pre-Bid Conference

8.1 If so specified in the BDs, a pre-bid conference shall be held either at the Procuring Entity's physical address and/or on-line through videoconferencing, webcasting, or similar technology, at a convenient time, on the date indicated therein, to clarify and address the Bidder's questions on the technical and financial contents of this Project.

8.2 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 FMQDS website.

8.3 Bidders are highly encouraged to attend the pre-bid conference to fully understand the Procuring Entity's procedure and, 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 Instructions to Bidders.

The proceedings of the period conference shall be recorded, and the corresponding minutes shall be prepared not later than five (5) calendar days after the period 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 or to 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 or written 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 BIDD or through the electronic bidding facility of the GPPG, 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 record in the said request by issuing a Supplemental Bid Bulletin duly signed by the BAC Chairperson. It shall be made available to all Bids 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 carrying 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 classified as an amendment.

10.4 Any Supplemental Bid Bulletin issued by the BAC shall also be posted on the PEGPPG website, in any conspicuous place in the premises of the Procuring Entity, and on the website or social media platform of the Procuring Entity, if available, or such other channels as may be authorized by the GPPG. It shall be the responsibility of all prospective bidders, including those who have properly secured the Bidding Documents, to acquire 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 shall be accordingly informed by the BAC, and be allowed to modify or withdraw their bids until the deadline for the submission and receipt of bids in accordance with ITB Clause 27.

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 consulate, 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

possible conversion, the documents shall be either filed through an apostille by the Competent Authority, as defined in Section 20.2.3.2 of the IRR, except for contracts identified by the OPA that will still require apostille (not filed) 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 bid shall comprise the following documents, including the eligibility documents:

- a) PROPOSER'S Certificate of Registration (if it shall be tendered) in accordance with Section 20 of the IRR;
- b) RCAR License and Registration, in case of joint venture (JV);
- c) Statement of all ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and commercially to the contract to be bid;
- d) Statement of the Bidder's RUC, in accordance with ITB Clause 5.5.

The RUC shall be supported by an Owner's Certificate of Final Acceptance issued by the project owner other than the Contractor or a fee related to all existing projects in the CPSS, in a similar performance and monitoring system. In case of contracts with the private sector, an additional document shall be submitted.

- e) NFOO cooperation in accordance with ITB Clause 5.8;
- f) JOINT VENTURE AGREEMENT (JV), if applicable;
- g) Bid Security in the prescribed form and amount in accordance with ITB Clause 14, and bid to period under ITB Clause 14;
- 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 Engineer, User's Engineer, etc.) Personnel to be assigned to the procurement project to be bid, with their complete CVs (CVs and resumes) to be bid. These personnel must meet the required minimum years of experience set in the 5.2.2;
- iii) List of Contractor's major equipment with 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 5.2.2; and
- iv) Ombudsman Statement in accordance with Section 54.3 of the IRR.

- 12.2 The Bidder shall envelop and label the Proposal Bid Form, which includes the bid prices and the bill of quantities, in accordance with ITE Clause 12.1.
- 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 OPCS.
- 12.4 All bids that exceed the ABC shall not be accepted. Unless otherwise indicated in the BOI, for lump-sum procurement, the ABC shall be based on the calling to bid prices provided the following conditions are met:
- Bidding Documents are complete 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 successful award of bids.
 - The Procuring Entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible staff of the Procuring Entity and that the estimates are based on adequate detailed engineering and reflect the quality, specification and risk, and inflationary factors, as well as prevailing market prices, associated with the items of work or goods to be procured.
 - The Procuring Entity has trained cost estimators or estimating prices and analyzing bid returns. In the case of international procurements, the Procuring Entity must also have trained quantity surveyors.
 - The Procuring Entity has established a system to monitor and evaluate prices relative to ABC and engineering or Procuring Entity's estimate.
 - The Procuring Entity has established a monitoring and evaluation system for contract implementation to provide feedback on actual cost data of goods and works.

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

10) Bid Prices

- 10.1 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.
- 10.2 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 ITE, 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 its 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 free to the client/owner, exact Bids required by law or regulations to be provided for.
- 10.3 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 DOC Clause 40.

14) Bid Currencies

- 14.1 All bid prices shall be quoted in Philippine Peso unless otherwise provided in the BOI. However, in purposes of bid evaluation, bid-amounts in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BOI Daily Reference Exchange Rate Bulletin on the day of the bid opening.³
- 14.2 If as allowed in accordance with ITM 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 BOI, all work on the contract price shall be made in Philippine Peso.

15) Bid Validity

- 15.1 Bids shall remain valid for the period specified in the BOI, 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 therein are 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 from the 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 BOI, which shall include the following:

Part of Bid Security	Amount of Bid Security (not to be less than the required Percentage of the AEO)
(a) Cash or bankers' managers check issued by a bank. For bids to be conducted by LBLs, the Cooper's or Manager's check may be issued by other banks certified by the BOI as authorized to issue such financial instrument.	Two percent (2%)
(b) Bank draft, guarantee or irrevocable Letter of Credit issued by a bank. Provided, however, that it shall be confirmed or authorized by a	Five percent (5%)

³ For the purpose of this Bidding, the BOI will use the BOI Daily Reference Exchange Rate Bulletin.

<p>note bank, if issued by a foreign bank.</p> <p>For bidings conducted by LGED, the Bank Credit Guarantee, or Associate letter of credit may be issued by other banks certified by the BOP as authorized to issue such financial instrument.</p>	
<p>(c) (i), (ii) and (c) are upon demand issued by a surety or insurance company duly certified by the insurance or as authorized to issue such security.</p>	Five percent (5%)
<p>iii Bid Retaining Declaration</p>	Not Applicable

The Bid Security shall be administered by Philippine Pool and posted in favor of the Procuring Entity.

- 16.2 The Bid Security shall be used for the purpose specified in the BOI. 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, save that the expiration of the bid validity period indicated in the Bidding Document, unless it has been extended in accordance with Section 17.2 of the IRR. In case the bidder is required to extend its bid validity, the bidder may, at its discretion, substitute a Bid Security Declaration for the expired period as a replacement of its Bid Security. Provided, that the action to substitute is indicated in the BOI.
- 16.4 Upon signing and execution of the contract, pursuant to ITD Clause 26, and the posting of the performance security pursuant to ITD Clause 23, 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 ITD Clause 16.
- 16.6 The Bid Security may be forfeited based on any of the following grounds, as provided under Rule 1 (I), (X), (B), and (C) of the IRR:

e) If the 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 (SCR&C), Single Economically Advantageous Responsive Bid (SEARB), or Single Advantageous Responsive Bid (SARB) withdraws, fails, refuses or is unable to: (a) submit the documents required under Section 66.6 of the IRR; (b) enter into contract with the Procuring Entity; or (c) post the required performance security within the period stipulated in the IRR and in accordance with ITD Clause 26.

- (i) Causes the delay, without justification or act, of the screening for eligibility, opening of bids, evaluation and cost evaluation of bids, and making of contracts;
- (ii) Refuses to clarify or validate in writing its bid during post-qualification with a period of seven (7) calendar days from receipt of the request for clarification;
- (iii) Withholds 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 LOBB or M&AAG, as the case may be;
- (iv) Refuses or fails to furnish performance security within the prescribed time;
- (v) Commits of three (3) or more of the acts except with suspension, as provided under Section 25 of the IRR;
- (vi) Uses force, influence, intimidation, 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;
- (vii) Consales with one (1) or more bidders and submitting different bids as if they were separate bids, 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 other and/or lowest bid;
- (viii) Illicitly submits different bids through two (2) or more persons, organizations, corporations, 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;
- (ix) Enters into an agreement with other bidders 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;
- (x) Fails to faithfully disclose its relationship, regardless of the time of its disclosure, with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the TWG or the End-User or Implementing Unit; and its project consultants, of the Procuring Entity, or of the procurement agent, whichever is applicable, by consequent or directly, up to the third (3) degree pursuant to Section 21 of the IRR;
- (xi) Secures benefits, sues, ors, or otherwise causing fees or costs;
- (xii) Abuses the use of one's name or uses the name of another for purposes of public bidding;

- iii. Fails to comply with the provision on materials that states its to repair any steel 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 H&F to undertake such repairs.

17) Format and Sealing of Bids

- 17.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section II, Fillicpine Bidding Documents Revised Forms on or before the deadline specified in the ITB Clause 10 in two (2) separate sealed 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 form. No substitute form shall be accepted.
- 17.3 Each and every page of the Bid Form, including the Bill of Materials, and/or section of interest, shall be signed by the duly authorized representative of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 17.4 Any instructions, assurances, or covering shall be valid only if they are signed or initialed by the duly authorized representative of the Bidder.

18) Sealing and Marking of Bids

- 18.1 Bidders shall enclose their technical documents as described in ITB Clause 12 in one sealed envelope marked "TECHNICAL COMPONENT", and the financial component in a separate 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.
- 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 Agency's SAC in accordance with ITB Clause 10.1;
 - d) bear the specific identification of the 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 13.
- 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, unopened 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

10. 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 or the PROPER, on or before the date and time indicated in the **IBB**.

11. Late Bids

Bids, including the disability requirements, submitted after the deadline shall be rejected by the BAC. The BAC shall report in the Minutes of the Meeting the submission and opening of bids, the Bidders' name, its representative, and the time the award was submitted.

12. Modification and Withdrawal of Bids

12.1 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 submissions, or allowed to submit the bid modification by sending another bid, equally sealed, properly identified (next to its original bid, and marked as a "modification" thereon, 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 sealed, properly identified (labeled 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. Bid modification submitted after the applicable deadline shall not be accepted.

12.2 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 **IBB**.

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.

12.3 No bid may be recalled 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 Physical Bid File. Withdrawal of a Bid during this time period shall result in the forfeiture of the Bidder's Bid Security pursuant to ITB Clause 16.2, and the imposition of administrative sanctions as prescribed by PA No. 12003 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 to, 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 proposer is considered a single bidder or submitted in two (2) or more as separate bid envelopes.

Bids shall be submitted which comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a clear engineering issue in the BOQ, 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 a bid proposal 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 under the laws and treaties concerned.

12) Opening and Preliminary Examination of Bids

12.1 The BAC shall open the bids in public, immediately after the deadline for submission and receipt of bids, as specified in the BOQ. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the submitted bids and rechedule the opening of bids on the next working day or at the earliest possible time, through the issuance of a Notice of Postponement to be posted on the PRISMEPS website and the website of the Procuring Entity concerned.

12.2 The manner of opening of the bids for Infrastructure Projects shall depend on the award criterion to be applied, as follows:

a) For L1CRB and M2CRB, the BAC shall open the technical and financial proposals on the same day; and

b) For M2ARB, 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 BOQ. Only the financial proposals of the bidders who have won the highest technical score for M2 shall be opened.

12.3 The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum, the names of bidders, the bid price offered, if applicable, and including discount, if any; bid security, forfeiture of bid bond or cash tender, and whether there is a withdrawal or modification; and c) attendance sheet. The BAC members shall sign the abstract of bids as read.

- 22.4 The Bidders (if they have authorized representatives) may attend the opening of bids. The BAC also 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 activities on the BAC Secretariat shall notify in writing all Bidders whose bids it has received through mail or its POLKING2-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

18) Process to be Confidential

- 22.1 Members of the BAC, its staff and external, Secretariat, and TMO, 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, which is likewise stated in the case of ITB Clause 24.
- 22.2 Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of the evaluation, bid comparison or contract award will result in the rejection of the bid.

19) Clarification of Bids

To assist in the evaluation, comparison, and classification of the bids, the Procuring Entity may ask in writing any Bidder to 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.

20) Detailed Evaluation and Comparison of Bids

- 22.1 The Procuring Entity's evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Materials.
- 22.2 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).
- 22.3 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.

ii) For IIGAB, the BAC shall evaluate the quality and price proposals to determine the MSAB 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 BOB. 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 BOB. 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 bid using the quality-price ratio shall be referred to as the MSAB.
- iv) The HJPP shall approve or disapprove the recommendations of the BAC within a 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 BOB, which may include qualitative, environmental, or social aspects related 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) Tool 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 IIGAB

required by ITB Clause 18.1 to be submitted for each of the lots set forth.
The basis for evaluation of bids is specified in Q04 Clause 22.1 (a).

26) Post-Qualification

26.1 The BAO shall determine in its sole discretion whether the Bidder that is excluded as having submitted the LCB, XCB, or SAE, 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-discretionary period of five (5) calendar days from receipt of notice from the BAO that it submitted the LCB, MEAB, or MAB, shall submit all the eligibility documents supporting its PE/GPPP Certificate of Registration (Firm's 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 thereof, and other appropriate licenses and permits required by law and stated in the Q04.

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 if it is held 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 evaluation 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 five (5) calendar days.

26.4 If the BAO 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, XCB, SAE, or Single Advantageous Bid (SAB) and recommend to the FPRD 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 BAO determines that the bidder with the LCB, MEAB, MAB, XCB, XCB, or SAE fails to meet the post-qualification criteria, it shall immediately notify the Bidder in writing of its post-qualification and the grounds for such determination.⁴

26.5 Immediately after the BAO has notified the first Bidder of its post-qualification and notwithstanding any pending request for reconsideration thereof, the BAO shall initiate and complete the same post-qualification procedure 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

⁴ See clause 22.1 (a).

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

- 26.7 Within a period not exceeding ten (10) calendar days from the determination by the DAC of the LORR, MEARR, MARR, GORR, SEARR, or GARR 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 LORR, MEARR, MARR, GORR, SEARR, or GARR, 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 71 of the IRR to be expressed in writing. A copy of the decision disapproving the resolution shall be furnished to the DAC and the bidder.

17) 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 was made made by the said bidder; or
- b) if it has reasonable grounds to believe that there has been a change in the bidder's capacity 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, documents or documents of any changes in the situation of the bidder which will adversely affect its capacity 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 with 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 DAC 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 otherwise or tends to influence the bidding process;

- (b) if the SAC's funds to have been in compliance with the applicable law or in following the prescribed bidding procedures; or
- (c) if there are any justifiable and reasonable grounds where the award of the contract will not accrue to the benefit of the government in instances where: (i) the physical and economic conditions have significantly changed as to render the project no longer economically, financially or technically feasible as determined by the World Bank; (ii) the Project is no longer necessary as determined by the HoPC; and (iii) the source of funds for the Project has been withdrawn or reduced through any law or the Procuring Entity.

F. Award of Contract

18. Contract Award

- 18.1 Subject to ITB Clause 28, the HoPC or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LDRB, MEARS, MARS, SCRS, SCARS, or GARS, as the case may be.
- 18.2 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 at home or by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LDRB, MEARS, MARS, SCRS, SCARS, or GARS, as applicable, and accepted personally or sent by registered mail or electronically to the Procuring Entity.
- 18.3 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 executed:
 - (a) Submission of the following documents:
 - (i) Valid CIA, if applicable;
 - (ii) The SEC Certificate of Registration of the foreign corporation, if applicable; or
 - (iii) Valid POCG 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 23.

20) Signing of the Contract:

- 20.1 Within ten (10) calendar days from receipt of the Notice of Award, the winning Bidder shall execute the required performance security, sign and date the contract, and return it to the Procuring Entity.
- 20.2 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.
- 20.3 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/inputs/inputs submitted or a Bidder's response or 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 or Contract; and
 - f) Other contract documents that may be required by existing laws and/or specified in the BOB.

21) Performance Security

- 21.1 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 expiration of a verifiable period, if any.
- 21.2 Bidders enumerated under Section 76¹⁴ of the RFP may be allowed to post Performance Securing Declaration (PSD) as specified in the BOB.

¹⁴ Section 76: The RFPB, upon and a suitable form and the agencies, shall maintain a register of eligible bidders in the following manner:
a) Persons as defined by the Department of Labor (DOL);
b) Persons as defined by the Bureau of Economic and Country Research (BECR);
c) Persons who are eligible as defined by the United States Council for Quality Standard (CQS) (subject to RFP by DOT) whether through the Major Source for Quality Person, or awarded;
d) Any person as defined by the Department of State (DOS) for the purpose of Development (DOP) or International and State Enterprises as defined by the USDOC Council;
e) Groups approved, and other forms of a state national business technology and innovation activities as defined by the DOT, DOT (US) and the Department of Science and Technology (DOST), among its agencies;
g) Companies that registered with the SEC pursuant to the law, shall include those at the Department of the Philippines, and the SEC and
h) Other persons whose names may be determined by the RFPB to ensure reliability and diversity in the procurement process.

- 30.3 The performance security shall be in a form selected by the Procuring Entity in the amount indicated in the BOQ, which shall not be less than the percentage of the total contract price in accordance with the following price schedule:

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. For a contract conducted by LDBA, the cashier's or manager's check may be issued by other banks certified by the EOP as authorized to deal with financial instrument.	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 authorized by a local bank.	
c) Surety bond callable upon demand issued to a surety of reasonable company duly certified by the IC as authorized to issue such security.	Thirty Percent (30%)

- 30.4 The performance security shall be deposited in Philippine Peso and placed 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.

11) No Bid 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 award of the contract by the appropriate signatures. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

12) Protest Mechanism

Decisions of the BAC in all stages of protest shall may be processed to the HRPB in accordance with Section 23 of the RA.

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 clarifying clauses in the ITR included in Section I. Instructions to Bidders, and has to be prepared for each specific procurement.

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

10. Inform BIDDERS of the specific and comprehensive provisions of PROCEEDING M. 2005 JAN, P/B D.

BAC Chairperson

Section II. Instructions to Bidders must be incorporated, and:

11. Amendments and/or supplements, if any, to provisions of PROCEEDING M. 2005 JAN, P/B D.

BAC Chairperson

Section II. Exemptions to Bidders as incorporated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
1.1	<p>The Procuring Entity is Western Mindanao State University</p> <p>The Project title is: Construction of the College of Engineering School Infrastructure (Design and Build)</p> <p>The Identification number of the Contract is: FPAGEPS/ISSAO Reference No. 16259 Contract No. - 2901029</p>
2	<p>The Funding source is:</p> <p>2.1 The ODP through the source of funding as indicated below for OAA 2023 in the amount of Eighty Million Pesos (Php 82,000,000.00)</p>
2.5	No further instructions.
4.2	Bidding is restricted to eligible bidders as defined in ITB Clause 4.1.
6.4	<p>The required local firms shall be the following: (insert whether local source requirement as agreed upon by the Procuring Entity and the foreign government embassy or consulate in the bid invitation)</p> <p>Contacts similar to the Project shall be those described as follows: Design and Build Infrastructure Project</p>
7	No further instructions.
8.1	Subcontracting is not allowed.
8.3	Not applicable.
8.4	Subcontracting is not allowed.
2.1	<p>The Procuring Entity will hold a pre-bid conference for this Project March 30, 2024 Monday, 1:30 PM at SAC Conference Office at Ground Floor Admin. Building, Western Mindanao State University, Davao, Zamboanga City and/or through video conferencing, webcasting, or similar technology, at a convenient time of 2:00</p>

12.1	<p>The Procuring Entity's address is:</p> <p>Ground Floor, Admin. Building, SAC Conference Office Western Michigan State University Marshall Road, Eastwood Zenochege City Tel. No.: 10021007-1771 loc. 1032 Email: procurement@wmu.edu</p>																																																
12.1 (b)(i)	<p>The minimum work experience requirements for key personnel are the following:</p> <table border="1" data-bbox="253 486 919 1565"> <thead> <tr> <th data-bbox="253 486 466 538">(Key Personnel)</th> <th data-bbox="466 486 673 538">General Experience</th> <th data-bbox="673 486 919 538">Relevant Experience</th> </tr> </thead> <tbody> <tr> <td colspan="3" data-bbox="253 538 919 581"><i>(Design Phase)</i></td> </tr> <tr> <td data-bbox="253 581 466 659">Project Design Manager (Civil Engineer/Architect)</td> <td data-bbox="466 581 673 659">10 years</td> <td data-bbox="673 581 919 659">5 years</td> </tr> <tr> <td data-bbox="253 659 466 720">Principal Architect</td> <td data-bbox="466 659 673 720">10 years</td> <td data-bbox="673 659 919 720">5 years</td> </tr> <tr> <td data-bbox="253 720 466 781">Structural Engineer</td> <td data-bbox="466 720 673 781">10 years</td> <td data-bbox="673 720 919 781">5 years</td> </tr> <tr> <td data-bbox="253 781 466 859">Quality Controller (CIVIL/COOL ENGINEER) (CIVIL ENGINEER)</td> <td data-bbox="466 781 673 859">10 years</td> <td data-bbox="673 781 919 859">5 years</td> </tr> <tr> <td data-bbox="253 859 466 920">Professional Electrical Engineer</td> <td data-bbox="466 859 673 920">10 years</td> <td data-bbox="673 859 919 920">5 years</td> </tr> <tr> <td data-bbox="253 920 466 998">Professional Electronics And Consultation Engineer</td> <td data-bbox="466 920 673 998">10 years</td> <td data-bbox="673 920 919 998">5 years</td> </tr> <tr> <td data-bbox="253 998 466 1058">Professional Mechanical Engineer</td> <td data-bbox="466 998 673 1058">10 years</td> <td data-bbox="673 998 919 1058">5 years</td> </tr> <tr> <td data-bbox="253 1058 466 1119">Survey Engineer</td> <td data-bbox="466 1058 673 1119">5 years</td> <td data-bbox="673 1058 919 1119">5 years</td> </tr> <tr> <td data-bbox="253 1119 466 1180">CAD Draftsman</td> <td data-bbox="466 1119 673 1180">5 years</td> <td data-bbox="673 1119 919 1180">5 years</td> </tr> <tr> <td colspan="3" data-bbox="253 1180 919 1223"><i>(Project Construction Phase)</i></td> </tr> <tr> <td data-bbox="253 1223 466 1302">Project Manager (Civil Engineer/Architect)</td> <td data-bbox="466 1223 673 1302">10 years</td> <td data-bbox="673 1223 919 1302">5 years</td> </tr> <tr> <td data-bbox="253 1302 466 1362">Site Engineer (Civil Engineer)</td> <td data-bbox="466 1302 673 1362">10 years</td> <td data-bbox="673 1302 919 1362">5 years</td> </tr> <tr> <td data-bbox="253 1362 466 1423">Electrical Engineer</td> <td data-bbox="466 1362 673 1423">10 years</td> <td data-bbox="673 1362 919 1423">5 years</td> </tr> <tr> <td data-bbox="253 1423 466 1484">Electronic Engineer</td> <td data-bbox="466 1423 673 1484">5 years</td> <td data-bbox="673 1423 919 1484">5 years</td> </tr> </tbody> </table>	(Key Personnel)	General Experience	Relevant Experience	<i>(Design Phase)</i>			Project Design Manager (Civil Engineer/Architect)	10 years	5 years	Principal Architect	10 years	5 years	Structural Engineer	10 years	5 years	Quality Controller (CIVIL/COOL ENGINEER) (CIVIL ENGINEER)	10 years	5 years	Professional Electrical Engineer	10 years	5 years	Professional Electronics And Consultation Engineer	10 years	5 years	Professional Mechanical Engineer	10 years	5 years	Survey Engineer	5 years	5 years	CAD Draftsman	5 years	5 years	<i>(Project Construction Phase)</i>			Project Manager (Civil Engineer/Architect)	10 years	5 years	Site Engineer (Civil Engineer)	10 years	5 years	Electrical Engineer	10 years	5 years	Electronic Engineer	5 years	5 years
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10.1	<p>The Bid Security shall be in the form of a Bid Security Declaration, and consist of at least two (2) from any of the following:</p> <p>1.) The amount of bid less three (3%) of ABC if bid security is in cash, cashier's manager's check, bank draft/guarantee or irrevocable letter of credit;</p>																																				

	2. Bank certificate 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.
15.2	The Bid Security shall be valid until exactly 150 Calendar Days from the date opening.
16.1	<p>In addition to the bid security form is issued, Bid Security Declaration and the following forms may be used:</p> <p>a) Cash or Cashiers or Manager Check issued by a Bank</p> <p>b) Bank certificate 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.</p> <p>c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commissioner as qualified to issue a bid security.</p> <p>or</p> <p>Submission of the bid security is not allowed.</p>
19	<p>The address for submission of bids is BAC Conference Office at Ground Floor Adm. Building, Western Mindanao State University, Balweson, Zamboanga City.</p> <p>The deadline for submission of bids is April 18, 2020, Thursday, 1:00 PM.</p>
21.4	No further instructions.
22.1	<p>The date and time of the opening of Technical Proposals is April 18, 2020, Thursday, 1:00 PM.</p> <p>The place of bid opening is BAC Conference Office at Ground Floor Adm. Building, Western Mindanao State University, Balweson, Zamboanga City.</p> <p>The date and time of bid opening of Financial Proposal is April 20, 2020, Thursday, 1:00 PM.</p>
22.201	Not applicable.

24.2 (b)(3)

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

QUALIFICATION FOR PHASE		
Criteria	Numerical Weight	Points
A. Preliminary Conceptual Design Plans	34	
Analytic and functional design and characteristics	10	
Accessibility	10	
Compliance with TOP & Performance Parameters	10	
Presentation Quality	4	
B. Design and Construction Method	24	
Approach and technology	14	
Tools and Equipment	7	
Safety and Quality	3	
C. List of Design and Construction Personnel	4	
Organization, Qualification, and Experience of employees or staff assigned to perform the contract	4	
D. Value Engineering Analysis	18	
Social, Environmental, Economic, and/or Innovative characteristics	8	
Sustainability and Maintainability	10	
TOTAL FOR TECHNICAL PROPOSAL	86	
E. Price	20	
TOTAL POINTS	106	

Note: The weighting for Technical Proposal of the Additional Documents is 80.

24.3 (b)(3)

QUALIFIED FOR PHASE		
Criteria	Numerical Weight	Points
A. Preliminary Conceptual Design Plans	34	
Analytic and functional design and characteristics	10	
Accessibility	10	
Compliance with TOP & Performance Parameters	10	
Presentation Quality	4	

	B	Design and Constructive Method	36	
		Approach and Methodology	10	
		Tools and Equipment	2	
		Cost and Quality	2	
	C	List of Design and Construction Personnel	4	
		Organization, Qualification, and Experience of employees or staff assigned to perform the contract	4	
	D	Value Engineering Analysis	18	
		Costs, Environmental, Economic, and/or Innovative Characteristics	2	
		Sustainability and Maintainability	2	
		TOTAL FOR TECHNICAL PROPOSAL	90	
	E	Price	20	
		TOTAL POINTS	100	
24.1 (c)	EVALUATION FORMS			
		Criteria	Maximal Weight	Points
	A	Preliminary Conceptual Design Plans:	36	
		Analytic and functional design and characteristics	10	
		Accessibility	10	
		Compliance with TOR & Performance Parameters	10	
		Reservation Quality	2	
	B	Design and Constructive Method	36	
		Approach and methodology	16	
		Tools and Equipment	2	
		Cost and Quality	2	
	C	List of Design and Construction Personnel	4	
		Organization, Qualification, and Experience of employees or staff assigned to perform the contract	4	
	D	Value Engineering Analysis	18	
		Costs, Environmental, Economic, and/or Innovative Characteristics	2	
		Sustainability and Maintainability	2	
		TOTAL FOR TECHNICAL PROPOSAL	90	
	E	Price	20	
	TOTAL POINTS	100		

16.3 (a)	Not applicable.
16.4 (a)	<p>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.</p> <p>In all cases, the APCC construction, if applicable, shall be sufficient for all the lots or contracts to be awarded to the Bidder.</p>
16.4 (b)	Sub contract is not allowed.
16.6	No further instructions.
20.1	PCAB License (Size Range: Medium A, License Category: B)
20.2 (c)	<p>List additional contract documents relevant to the Project that may be required or existing items owned by Procuring entity, such as construction schedule and S-curve, master schedule, construction method, equipment utilization schedule, construction safety and health program approved by the OSHA, and Program Evaluation and Review Technique (PERT), Critical Path Method (CPM) or other acceptable tools of project scheduling.</p>
30.1	Not applicable.
30.2	<p>The Performance Security shall be in the form:</p> <p>f) The amount of not less than 10% of the contract price, if performance security is in bidder's credit.</p>

Section IV: General Conditions of Contract

Notes on the General Conditions of Contract

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

The GCO here is a list and not a contract. Any changes and complementary attachments which may be needed shall be introduced only through the GCO in Section V.

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1) General Terms

With Contract, the following terms shall be interpreted as indicated:

- 1.1 The **Intended Completion Date** refers to the date specified in the 100 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 102.
- 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 stipulated in the 100, or referred to the Contract by the Procuring Entity by forming part of the Site.
- 1.4 The **Start Date**, as specified in the 102, 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 **Works** refers 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 other incidental necessary or convenient to the complete execution of the Works; (ii) the paying of all bills 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 100. 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 later generally 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 the Contract unless specifically defined. The Procuring Entity will provide instructions clarifying queries about the Contract (if contract).
- 2.2 If earlier completion is specified in the 100, references in the Conditions of Contract to the start, the completion date, and the intended completion date apply to any Section of the Works (other than references to the Completion Date and the 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 Materials; 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 its English language, which shall be the binding and controlling language for all matters relating to its 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 intended to fit 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 as 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 credit such sum as may be necessary to cover any cost incurred, which shall be paid by Procuring Entity.
- 5.2 Possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with SCC Clause 44.
- 5.3 The Contractor shall bear all costs and charges for special or temporary rights of access required by the Procuring Entity with access to the Site. The Contractor shall also provide at its own cost any additional facilities outside the Site required by it for success 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 other where work in connection with this Contract is being carried out or is intended to be carried out.

8) The Contractor's Obligations

- 6.1 The Contractor shall carry out the Works properly and in accordance with the Contract. The Contractor shall provide a Supervision, Health, Material, 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 Programme of Work submitted by the Contractor, as located 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 from 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 exercise its proposed replacement of any 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 of the Contract.
- 6.7 During Contract implementation, the Contractor and its subcontractors shall employ all types of all skill levels, including (1) the most needed employees, 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 in writing.
- 6.10 Except anything of historical or other interest or of significant value be unobtainably discovered on the Site, it shall be the property of the Procuring Entity. The Contractor shall notify the Procuring Entity in writing (invoices and copy of the Procuring Entity's instructions in dealing with them).

9) Subcontracting

- 7.1 Unless otherwise indicated in the SCC, the Contractor shall not subcontract portions of the Works beyond the percentage specified in EDS Clause 5.1. If subcontracting is allowed, the arrangement, including the form for sub-letting of the subcontractor's eligibility documents, shall be disclosed.

7.2 For subcontracted arrangements, the following rules shall apply for both locally funded projects and to projects financed through Official Development Assistance, external finance provided by banks, 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 75% (seventy five%), or a different percentage on a per project basis as approved by the OJPE. The financial percentages fixed herein shall be subject to periodic review and adjustments as may be deemed appropriate by the OJPE; 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 arrangements, if allowed, including the kind of submission of the eligibility documents of the subcontractor, shall be decided 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 covered by the general contractor.
- d) The general contractor shall remain liable for the subcontractor's duties, defaults, debts, and liabilities.
- 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 similar 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 credit considered and assigned Project, including the subcontracted portion, shall be treated as confidence 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 cooperate with windows of OPA's that host recoverables from the government to loan security; the recoverables of subcontractors due from their general contractor shall similarly be accepted as loan security by OPA; and

- ii) Contract performance monitoring, such as the use of CPBR, 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 four equal (4) of the most two instalments according to a schedule specified in the BOQ.
- 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) Submittal 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/collable 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 or encumbrance equivalent to the percentage of the total contract price that corresponds to the value of the advance payment granted.
- 8.4 Once a month, Contractor may submit documents, such as Monthly Certificate,⁴ 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 retained by the standby certificates, or any equivalent instrument, subject to auditing and accounting rules, in the advance payment.

9) Project Payments

- 9.1 Once a month, the Contractor may submit a statement of work accomplished (SMA) or progress billing and corresponding request for progress payment for work accomplished. The SMA should show the quantities which the Contractor considers shall be billed up to the end of the month, it covers (i) the cumulative value of the Bills of Materials received to date, based on the items in the Bill of Materials, and (ii) adjustments made for approved Variation Orders executed. Alternatively, the Procuring Entity may require in the Bidding Documents that the SMA 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 Eng. may also check the Contractor's SMA and verify the amount to be paid to the Contractor as progress payment: materials and equipment delivered shall be not yet incorporated in the works shall not be included for payment, except as otherwise stipulated in the BOQ.

⁴ Certificate of Work Accomplishment.

- 9.3 The Procuring Entity shall pay of the following from the certified bills a bill and to be paid to the Contractor as progress payment:
- a) Cumulative total of the bills previously certified and paid to;
 - b) Portion of the advance payment to be returned;
 - c) Retention money in accordance with the conditions of the contract;
 - d) Amount to cover third-party liabilities;
 - e) Amount to cover uncorrected incomplete defects in the Works.
- 9.4 Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amount certified by the Procuring Entity within twenty-eight (28) days from the date each certificate was issued. No payment of interest shall be allowed as interest and adjustment shall be made by the Procuring Entity.
- 9.5 The first progress payment may be paid by the Procuring Entity to the Contractor, as indicated in the BCC. Provided, that at least a percentage of the Works has been accomplished as certified by the Procuring Entity and as indicated in the BCC.
- 9.6 Bills 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 bills and prices in the Contract.

10. Payment Documents

- 10.1 Subject to existing accounting and auditing rules and regulations,⁷ 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 late information.

⁷ See Division 200000.

- 12.2 The performance security issued 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 extension.
- 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 26, 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 issued 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 issue a proportionate 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 Bill, 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. 2026¹⁰ against any subcontractor or any individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of the Contract.

10) Detailed Engineering and Site Investigation Reports

- 10.1 The Contractor, in preparing the Bid, shall rely on the Site Investigation Reports referred to in the Bill, supplemented by any information obtained by the Contractor.
- 10.2 Detailed engineering shall proceed only on the basis of the feasibility or preliminary engineering study made which established 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 unfavorable 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 submitted

¹⁰ Also known as "Law on the Protection of Persons Furnishing Material and Labor for the Government" (R.A. No. 2026).

by stated justifications, including their effects on the local and the regional justifications, if necessary.

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

- a) Survey;
- b) Site Investigation;
- c) Soil and Foundation Investigation;
- d) Geotechnical 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 Early Start Date 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 cost-benefit hazards, risk assessment, disaster-recovery strategies, and readiness planning.

13.4 Work under detailed architectural and engineering design shall include, among others, the items stated in Section 2.3 of the RFP.

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 date project construction commenced up to final acceptance, the Contractor shall assume full responsibility for any damage or deterioration 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 tools, equipment, materials and the like to be affected by its construction work.

- 18.2 The defect liability period for infrastructure projects shall be one (1) year from project completion as 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.
- 18.3 The defect liability period shall be covered by the performance security of the Contractor required in Section 60 of the IRR, which shall guarantee that the Contractor performs its responsibilities stated in SOG Clause 15.1. Unless otherwise indicated in the SCC, in case the Contractor fails to comply with the preceding paragraph, the Procuring Entity shall be held to performance security, subject to processes in Attachment B of Government Procurement, and may impose the appropriate penalty under Sections 69, 150, and 161 of the IRR. All penalties of the OIG in its favor shall be offset to recover the costs.
- 18.4 The following persons shall be held responsible for "Structural Defects" (i.e., major faults or flaws or deficiencies in the structure) and "Structural Failures" (i.e., where one or more key structural elements in an infrastructure facility fail or collapse, thereby rendering the facility or part thereof inaccessible or withdrawn by the design loads, and/or endangering the safety of the users of the general public):
- 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 terms and specifications, the Contractor shall be held liable.
 - Consultants - Where Structural Defects or Failures arise due to faulty design/analysis/specifications and specifications as well as construction supervision, then the consultant who prepared the design or undertake construction supervision for the contract shall be held liable.
 - Procuring Entity's Representatives or Project Manager or Construction Manager's 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 scope, details or accessories in the design and/or specifications and the use of substandard construction materials in the project.
 - Third Parties - Third Parties shall be held liable in cases where Structural Defects or Failures are caused by acts or omissions by them such as leaving holes, openings or excavations, undermining cables and electrical wires, underground tunnels, mining shaft and the like, in which case the applicable portions of such structure should be treated as third parties for the purposes of liability or responsibility, and

- 6) Users - in cases where Structural Defects or Failures are due to abuse or misuse by the End-User or Implementing Unit of the contracted 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.
- 15.6 The warranty against Structural Defects or Failures, except those occasioned by force majeure, shall cover the period specified in the BOP 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 or failures that pertain to tests 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.
- 15.8 To guarantee that the Contractor shall perform its responsibilities, it shall be required to post a warranty security, which shall be stored 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
<p>(a) Cash or letter of credit issued by bank; Provided, however, that the letter of credit shall be confirmed (i) authorized by a local bank, if issued by a foreign bank.</p> <p>For bidings conducted by LOUs, the Letter of Credit may be issued by other banks certified by the BOP as authorized to issue such financial instrument.</p>	Five Percent (5%)
<p>(b) Bank guarantee confirmed by bank.</p> <p>For bidings conducted by LOUs, the bank guarantee may be issued by other banks certified by the BOP as authorized to issue such financial instrument.</p>	Ten Percent (10%)
<p>(c) Surety bond callable upon demand issued by surety or any other insurance company duly certified by the Insurance Commission.</p>	Thirty Percent (30%)

- 15.7 The warranty security shall be stored 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.

- 15.2 In case of structural-structural defects or failure occurring during the applicable warranty period provided in BOO Clause 15.5, the Procuring Entity shall undertake the necessary reformation 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. 13069 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws control the responsible parties as well as the forfeiture of the 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 accident, injury, death, or loss of or damage to property (including 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 locality 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 or unknown 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 issuer of policies or those holding the records for payment of the current premiums.

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

- 11.4 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 of liabilities for such 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 include such deduction against the Contractor pursuant to the provisions of this Contract.
- 11.5 In the event the Contractor fails to obtain the above safety funds, 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 the public, and/or order the interruption of dangerous works. In addition, the Procuring Entity may refuse to make the payments under BOQ Clause 5 until the Contractor complies with this Clause.
- 11.6 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 reasons:

- 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 asked 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 fulfil its obligation under the insurance policy.

10. Liquidated Damages:

- 10.1 When the Contractor fails to satisfactorily complete the Works under the contract within the specified contract duration, inclusive of any 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 the contract (1%) of the cost of the unperformed portion of the Works for every day of delay.
- 10.2 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 needed benefits as certified to the Bid-Owner or Implementing Unit and approved by the HoPE.

- 12.3 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, in which it is to become due the Contractor under the contract, collected for the retention money or other securities posted by the Contractor, or a completion bond, whichever is convenient to the Procuring Entity.
- 12.4 In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may reach or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances.
- 12.5 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.

10) Settlement of Dispute

- 10.1 Any dispute arising from the implementation of a contract covered by the Act and the RA shall primarily be resolved and settled amicably by mutual consultation or agreement.
- 10.2 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. Alternatively, they are encouraged to select the most expedient 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 BOC.
- 10.3 If the dispute remains unresolved after exhausting the remedies provided above, it may be submitted to other forms of ADR, such as mediation, conciliation, multi-party evaluation, workshop, or any combination thereof, in accordance with RA No. 9288, otherwise known as the "Alternative Dispute Resolution Act of 2004". However, disputes that arise within the competence or jurisdiction of the construction industry Arbitration Commission shall be referred to the same for resolution.¹¹

11) Liability of the Contractor

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

12) Termination for Breach of Contract

- 12.1 The Procuring Entity shall terminate the contract for breach (except when any of the following conditions are present):

¹¹ Quezon City, 150 (Construction Industry Arbitration and Conciliation Forum, Philippine Construction Council Rules of Procedure).

- kl) Due to the Contractor's fault and while the project is in-going, it has incurred negative storage of 10% or more in accordance with Presidential Decree No. 1070, s. 1000;
- km) Due to the Contractor's fault and after the contract has expired, it has incurred a negative storage of 10% or more in the completion of the work;
- kn) The Contractor abandons the contract work, does not demonstrate an intention 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;
- ko) When the Contractor, without reasonable excuse, fails to comply with the Notice of Retention given by the Project Engineer that, after examination thereof, 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;
- kp) The Contractor does not actually have on the project site the minimum essential equipment listed on the site necessary to prosecute the Works in accordance with the approved work plan and equipment replacement schedule as required for the project;
- kq) The Contractor does not ensure the Works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
- kr) The Contractor neglects or refuses to repair materials or to perform a new work that has been ordered as defective or unsuitable;
- ks) The Contractor subcontracts any part of the contract work without approval by the Procuring Entity; or
- kt) The Contractor becomes bankrupt or insolvent, gets into liquidation, administration, reorganization, suspension, or cessation, becomes subject to the appointment of a liquidator, receiver, administrator, trustee, or trustee, or falls into a condition of disengagement 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.

11.2 All materials on the Site, Plant, Works, including Equipment used under this Contract, including those identified by the Procuring Entity in the BCC pursuant to GCC Clause 5.1, shall be deemed to be the property of the Procuring Entity. This contract is terminated because of the Contractor's breach.

12. Termination Due to Force Majeure

12.1 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

adverse 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 the 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 verify that this Contract has not 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 bills rendered out before receiving it and for any work carried out afterwards in so far as 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 bring its 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 8.1 and 21.2, adjusted by the following:
- (a) any sum to which the Contractor is entitled under GCC Clause 13; 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 date of the notice of termination.

10) Termination by Contractor

The Contractor may terminate this Contract with the Procuring Entity if the Works are contractually stopped for a continuous period of forty-two (42) 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) Pronounced subordination to 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 Command and approved by the Secretary of National Defense.

11) 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 these contract engagements are economically, financially, or technically impractical or unnecessary.

- 10. Physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPC; or
- 10. The HoPC 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.

15. Termination for Unlawful Acts

The Procuring Entity may terminate the contract in case it is determined prima facie that the Contractor, including its staff, violates public law, has engaged, before or during the implementation of the contract, in unlawful acts and behaviors capable of causing corruption and maladministration. These unlawful acts include, but are not limited to, the following:

- a) Corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 2.1, unless otherwise specified in the ADD;
- b) Drawing up or using forged documents;
- c) Using substandard materials, means, or methods, or engaging in production contrary to rules of science or trade; or
- d) Any other act analogous to the foregoing.

16. Termination for Other Causes

16.1 The Procuring Entity may terminate the Contract, in whole or in part, at any time for its convenience. The HoPC 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 HoPC, or if the HoPC 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.

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

16.3 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 ordered 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 it has 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 provide 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 13.
- 18.4 The Procuring Entity or the Procuring Entity, as appropriate, will seek the imposition of administrative sanctions as prescribed by RA No. 12008 and without prejudice to the imposition of civil and criminal sanctions as provided under applicable laws against individuals and organizations deemed to be involved with corrupt, fraudulent, or coercive practices.
- 18.5 When parties from either party to the Contract gives notice of a fundamental breach to the Procuring Entity in order to terminate the existing contract for a cause other than those stated under GCC Clause 18.3, the Procuring Entity shall decide whether the breach is fundamental or not.
- 18.6 If this Contract is awarded, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 17) **Procedures for Termination of Contracts**
- 17.1 The following provisions shall govern the procedure 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 above mentioned, 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 retention 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 above mentioned, 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 invitation to the Contractor to show cause as to why the 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.

- e) **Slow Cause - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPC a verified position paper stating why the contract should not be terminated. If the Contractor fails to state a cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPC shall issue an order terminating the contract.**
 - f) **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 costs in terms of work saved or the estate has been conserved, delivered, or performed before the Contractor's receipt of the notice.**
 - g) **Decision - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPC 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.**
 - h) **Contract Termination Review Committee (CTRC) - The HoPC 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 HoPC.**
 - i) **Take-over of Contracts - If a Procuring Entity terminates the contract due to default, inactivity, or for cause, it may enter into a negotiated procurement (take-over of contracts) pursuant to Section 38.3 of the IRR.**
 - j) **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 renewed within (30) calendar days after the receipt of such notice by the Procuring Entity.**
- 27.2. **Notwithstanding Section 38 of RA No. 12086 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 IRR.**
- 28) **Approval of Designs and Temporary Works by the Procuring Entity**
- 28.1 **All Drawings prepared by the Contractor for the execution of his 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.**

- 20.4 The Contractor shall obtain approval of their parties to the design of the Temporary Works, when required by the Procuring Entity.
- 20) Acceleration and Delays Ordered by the Procuring Entity**
- 20.1 When the Procuring Entity wants the Contractor to finish before the intended Completion Date, the Procuring Entity will submit proper 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.
- 20.2 If the Contractor's Written Proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.
- 21) Contractor's Right to Omit**
- If the Contractor incurs costs 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 the said events, it is necessary to change the Works, this shall be dealt with as a Variation.
- 22) Dayworks**
- 22.1 Subject to GCC Clause 40 on Variation Order and as 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 to assess 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.
- 22.2 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.
- 22.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms from both the Procuring Entity and Contractor.
- 23) Early Warning**
- 23.1 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.
- 23.2 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 instructions 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.
- 24) Program of Work**
- 24.1 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.

- 10.2 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 in the base price of the activities.
- 10.3 The Contractor shall submit to the Procuring Entity for approval an updated Program of Work of Work at intervals no longer than the period stated in the SOI. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity may withhold the amount stated in the SOI from the next payment schedule and continue to withhold this amount until the next payment after the date on which the updated Program of Work has been submitted.
- 10.4 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 Orders, and submit it to the Procuring Entity again.
- 10.5 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 at spot rates using the Contract exchange rates.

14) Management Conferences

- 14.1 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 issues raised if applicable with the early warning procedure.
- 14.2 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 matters 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 a joint address to the Conference.

15) Bill of Quantities

- 15.1 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.
- 15.2 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.
- 15.3 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.

The 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.

16.4 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 Materials.

16) Insurances, Inspections and Audits

16.1 The Procuring Entity shall at all reasonable times during completion of the works be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

16.2 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.

16.3 The Contractor shall permit the Funding Source named in the BOB 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.

17) 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 require the Contractor to check noted defects and any work that the Procuring Entity considers as substandard and/or defective.

18) Correction of Defects

18.1 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.

18.2 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 work.

18.3 The Contractor shall correct the defects which they notice themselves before the end of the Defects Liability Period.

18.4 The Procuring Entity shall certify that all defects have been duly corrected.

19) Uncorrected Defects

19.1 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 shall be deducted from the Contract Price.

19.2 The use of a third party to correct defects that are uncorrected by the Contractor shall not release the Contractor of its liabilities and obligations under the Contract.

- 46.1 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 effected due to change of plans, design or engineering to suit actual field conditions resulting in discrepancy between the preconstruction plans used for purposes of bidding and the "as stated plans" or construction drawings prepared after a pre survey, by the Contractor and the Government after award of the contract.

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

- 46.2 Any cumulative positive Variation Order beyond ten percent (10%) of the original contract price where the subject of another procurement is to be bid out if the items are separable from the original contract, in exceptional cases where it is arguably necessary to complete the original scope of work, the HOPE, upon the recommendation of the Engineering Unit, may authorize additional Variation Orders resulting to a cumulative total of the positive Variation Orders beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price.

All projects or activities shall first be charged against the source account until the latter has been fully exhausted, at the option of the Procuring Entity.

- 46.3 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 only unknown physical conditions at the site of an unusual nature differing materially from those definitely foreseen and generally recognized as inherent in the work or material provided for in the contract.

- 46.4 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.

81 For additional or extra work 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, rebar, form, labor, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices. Provided, That 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 estimates as validated by the Procuring Entity concerned via documented invoices in accordance with bidding rules and regulations. The direct cost of the new work item shall then be multiplied 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.

82 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, land or property; and/or
- b) when time is of the essence.

Provided, however, That such approval is valid as work to be 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 above-mentioned rules. Payments for Work 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 direct result is an accomplishment of ninety-five percent (95%) of the bid contract amount, the Procuring Entity may constitute an inspection team to conduct preliminary inspection and submit a certificate to the Contractor in preparation for the final turnover of the project. Said certificate shall contain, among others, the remaining Work, Work deficiencies for necessary corrections, and the specific deadline 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.

40. Suspension of Work

- 40.1 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 fulfill his obligations or to do unsafe work or to be in default of his obligation 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 fulfill conditions as found necessary during construction. The Contractor shall immediately comply with such orders to suspend the work wholly or partly.
- 40.2 The Contractor or its duly authorized representative shall have the right to suspend work operation on any small projects or activities along the critical path of activities after three (3) 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:
- There exist site-specific problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.
 - Required construction plans which must be owner furnished are not issued to the Contractor preceding any work called for by such plans.
 - Unsafe and other 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 jurisdiction over the affected area and confirmed by the Department of the Interior and Local Government (DILG) Regional Office.
 - There was a failure on the part of the Procuring Entity to deliver government furnished materials and equipment as stipulated in the contract.
 - 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.
- 40.3 In case of total suspension, or suspension of activities along the critical path, which is not due to any fault of the Contractor, the amount due becomes the effectivity of the order suspending operation and the order to resume work shall be issued to the Contractor by adjusting the contract time accordingly.

41. Payment on Termination

- 41.1 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 rendered 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 BOQ. Additional liquidated damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment

due to the Contractor, if otherwise stated in a certificate to the Procuring Entity.

- 42.2 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.
- 42.3 The net balance due shall be paid or repaid within twenty-eight (28) days from the notice of termination.
- 42.4 If the Contractor has terminated the Contract under GOO Clauses 22 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 extension of the Contract 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 in its claim for extension of contract time prior to the expiration of the contract time, and within forty (40) calendar days after the additional work has been commenced in the circumstances relating 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 has already been 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 performance.
- 44.5 Extension of contract time may be granted in the cases indicated in the GOO.
- 44.6 The written consent of the bank, or a 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.

- 44.1 The Procuring Entity shall extend the Planned 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.
- 44.2 The Procuring Entity shall decide whether and by how much to extend the intended Completion Date within forty (40) days of the Contractor giving the Procuring Entity for a decision therein after fully submitting all supporting information. If the Contractor has failed to give this warning of a delay or has failed to cooperate in dealing with a delay, the delay by the failure shall not be considered in extending 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 OPM. If the cost of contractor's commitments increases by more than ten percent (10%) of the unit price of any items, as determined against the prevailing price indices of the PDA, a price escalation may be authorized also on a no gain basis, using the appropriate formula specified by the OPM. For the purpose of this Section, the PDA 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 defect liability period.
- 48) **Operating and Maintenance Manuals**
- 48.1 If "as-built" drawings, minor corrections and maintenance manuals are required, the Contractor shall supply them by the dates stated in the 300.
- 48.2 If the Contractor does not supply the drawings, minor works by the dates stated in the 300, or they do not receive the Procuring Entity's approval, the Procuring Entity shall withhold the amount stated in the 300 from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Except to the extent the clauses in this section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the QDD.

The provisions of this section complete the QDD, specifying contractual requirements related to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works involved. In preparing this Section, the following aspects should be checked:

- a) Information that complements obligations of Section IV, General Conditions of Contract must be incorporated.
- b) Amendments and/or special 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

BOC Clauses																
1.1	<p>The intended completion date is Four Hundred Two/3-452 (418) Calendar Days from contract effective date.</p> <p>NOTE: The contract duration shall be reckoned from the start date and not to contract effective date.</p>															
1.2	<p>The Procuring Entity is Western Philippine State University</p>															
1.3	<p>The Site is located at Campus A, Zone 1 of WPSU, Normal Rd, Davao, Zamboanga City and is defined in Appendix B of the TOR</p> <p>Use free quarters of other Sites, if any.</p>															
1.4	<p>The Start Date is date of receipt of the Notice to Proceed.</p> <p>NOTE: The start date shall be the date of receipt of the Notice to Proceed</p>															
1.5	<p>The Works involves the design and construction of a new College of Engineering building at Western Philippine State University (WPSU), to be delivered through a Design and Build scheme. The implementation will be carried out in two (2) distinct phases: the design phase and the project construction phase.</p> <p>The new building will be designed for a minimum of two (2) stories, with a roof deck to accommodate the elevator and water tank. The minimum total floor area of the structure will be 2,216 square meters, providing ample space for academic, administrative, and support functions in accordance to CEMED Recommendations Order (CMO) for facilities.</p> <p>Please refer to the Terms of Reference (TOR) in Section 31 of the document.</p>															
1.6	<p>If different dates are specified for completion of the Works by section (functional) completion, these dates should be listed here.</p>															
5.1	<p>The Procuring Entity shall give possession of all parts of the Site to the Contractor upon receipt of Notice to Proceed.</p>															
6.8	<p>The Contractor shall employ the following Key Personnel:</p> <p>(Design Phase)</p> <table border="1" data-bbox="288 1255 906 1565"> <tbody> <tr> <td data-bbox="288 1255 552 1315">Project Design Manager (Civil Engineer/Architect)</td> <td data-bbox="562 1255 655 1315">10 years</td> <td data-bbox="666 1255 800 1315">5 years</td> </tr> <tr> <td data-bbox="288 1333 458 1376">Principal Architect</td> <td data-bbox="562 1333 655 1376">10 years</td> <td data-bbox="666 1333 800 1376">5 years</td> </tr> <tr> <td data-bbox="288 1394 469 1437">Structural Engineer</td> <td data-bbox="562 1394 655 1437">10 years</td> <td data-bbox="666 1394 800 1437">5 years</td> </tr> <tr> <td data-bbox="288 1454 635 1515">Quantity Surveyor (QS)/Civil Engineer (Civil Engineer)</td> <td data-bbox="562 1454 655 1515">10 years</td> <td data-bbox="666 1454 800 1515">5 years</td> </tr> <tr> <td data-bbox="288 1532 583 1565">Professional Electrical Engineer</td> <td data-bbox="562 1532 655 1565">10 years</td> <td data-bbox="666 1532 800 1565">5 years</td> </tr> </tbody> </table>	Project Design Manager (Civil Engineer/Architect)	10 years	5 years	Principal Architect	10 years	5 years	Structural Engineer	10 years	5 years	Quantity Surveyor (QS)/Civil Engineer (Civil Engineer)	10 years	5 years	Professional Electrical Engineer	10 years	5 years
Project Design Manager (Civil Engineer/Architect)	10 years	5 years														
Principal Architect	10 years	5 years														
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Quantity Surveyor (QS)/Civil Engineer (Civil Engineer)	10 years	5 years														
Professional Electrical Engineer	10 years	5 years														

	Professional Electronic And Communication Engineer	10 years	5 years
	Professional Mechanical Engineer	10 years	5 years
	Sanitary Engineer	5 years	5 years
	CAD Draftsman	3 years	3 years
	<i>(Project Construction Phase)</i>		
	Project Manager (Civil Engineers/Architect)	10 years	5 years
	Site Engineer (Civil Engineer)	10 years	5 years
	Electrical Engineer	10 years	5 years
	Electronic Engineer	5 years	5 years
	Mechanical Engineer	5 years	5 years
	Sanitary Engineer	5 years	5 years
	* Certified Safety Officer	5 years	5 years
	* Certification issued by the Department of Labor and Employment (DOLE)		
7.1	No further instructions.		
8.1	The amount of the advance payment is 14% percent of the Contract Price and outside of payment, to be made in lump sum.		
9.1	No further instructions.		
9.4	All progress payments shall first be charged against the advance payment until the same has been fully exhausted, at the option of the Procuring Entity.		
12.7	No further instructions.		
12.8	The site investigation reports shall be:		
16.2	No further instructions.		
18.5	In case of permanent structures, such as buildings of types A and B 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, spans, and/or movement/axle, steel plate, girder, box and beam/plate, cast-in-place concrete systems, steel deck, suspension and cable-stayed spans, viaduct systems and other implementation structures: fifteen (15) years.
19.2	The Addressee is the person(s) named solely by the Procuring Entity and the Contractor (last name) (mail address)
20	None here (No additional provision)
21(X)	No further instructions.
27.2	<p>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).</p> <p>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 instructions of the Procuring Entity or its contractual/legal successor in the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:</p> <ul style="list-style-type: none"> i) Employment of competent technical personnel, competent engineer and/or work supervisors; ii) Provision of working signs and barricades in accordance with approved plans and specifications and contract provisions; iii) Stockpiling in proper places of all materials and it to have them on the project site of usage and excess removal, including broken pavement and excavated soils in accordance with approved plans and specifications and contract provisions; iv) Deployment of certified equipment, facilities, support staff and manpower; and v) Rectification of the efficiency rates of the performance security after its expiration during the course of contract implementation. <p>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.</p> <p>d) Poor performance by the Contractor or unsatisfactory work and/or progress of work arising from its fault or negligence as reflected in the CPDS rating sheet. In the absence of the CPDS 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:</p>

	<p>i) Negative savings of time (14%), and above when the critical path of the project due entirely to the fault or negligence of the Contractor; and</p> <p>ii) Quality of materials and workmanship not complying with the approved specifications arising from the Contractor's fault or negligence.</p> <p>e) Willful or deliberate abandonment or non-performance of the project or contract by the Contractor resulting in substantial breach thereof without moral and/or just cause.</p> <p>In addition to the penalty of suspension, the performance security posted by the Contractor shall also be forfeited.</p>
21.1	Days off are applicable at the rate shown in the Contractor's original Bill.
22.1	The Contractor shall submit the Program of Work to the Procuring Entity within five (5) calendar days of delivery from the Notice to Award.
22.2	The period between Program of Work activities is Ten (10) Calendar Days. The amount to be allotted for the submission of an updated Program of Work is Ten (10) Calendar Days.
26.2	The Funding Source is the Government of the Philippines.
42.1	The percentage to apply to the value of the work not completed is 0.1% of 1 in for every day of delay.
44.4	<p>a) Any justifiable days considered allowable for the prosecution of the Work at the site, based on the actual conditions obtained at the site, in excess of the number of calendar days (as determined by the Procuring Entity in relation to the original contract time using the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or</p> <p>b) Other causes such as excessive difficulties, typhoons, floods and earthquakes, and epidemics.</p> <p>Criteria attributable to the Procuring Entity, such as non-availability of materials, working drawings, or written information to be furnished by the Procuring Entity, non-availability of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way, resulting in complete postponement of construction activities, and</p> <p>c) 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, DDEP, DILG, and DND, among others.</p>

48.1	<p>The date by which operating and maintenance manuals are required is (date).</p> <p>The date by which 'as built' drawings are required is Thirty (30) Calendar days from the receipt of completion and turn-over.</p>
48.2	<p>The amount to be withheld for failing to produce 'as built' drawings and/or operating and maintenance manuals by the date required is (amount in local currency).</p>

Section VI. Specifications (Terms of Reference)

Notes on Specifications

Clear and precise specifications is a prerequisite for bidders to respond intelligently and competitively to the requirements of the Procuring Entity without qualifying or conducting site visits. In the context of Competitive Bidding, Limited Source Bidding, or Consultative Dialogue, the specifications must be drafted to permit the widest possible competition and, at the same time, protect the 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.

Examples of specifications from previous tender projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity, it is undesirable to suit the needs of others. There is no standard set of specifications for universal application in all sectors or all regions, but there are established practices and precedents, which are reflected in these PSQ.

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. Conditions or addenda should then adapt the General Specifications to the particular Works.

Reference must be described 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 BCC:

Sample Clause: Equivalency of Standards and Codes

Whenever reference is made in the Contract to specific standards and codes to be used for the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or version of the cited 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-four (24) days prior to the date when the Contractor desires the Procuring Entity to contract. 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 Closing Documents. They should not be included in the final Closing Documents.



**CONSTRUCTION OF THE
COLLEGE OF ENGINEERING
SCHOOL INFRASTRUCTURE**

(DESIGN AND BUILD)

COLLEGE OF ENGINEERING

CONSTRUCTION OF THE
COLLEGE OF ENGINEERING-
SCHOOL INFRASTRUCTURE

(DESIGN AND BUILD)

Technical Education Department
Chennai, Tamil Nadu, India

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1. BACKGROUND

The New Mexico State University (NMSU), as a premier state university serving in the region, continues to strengthen its academic and research capabilities through a portfolio of business and academic initiatives. In line with its mission to deliver quality engineering education and to support the growing demand for a well-rounded and highly professional, the University has decided to build a new State College of Engineering in Las Cruces.

The vision is centered on the institution's commitment to meet a high standard for excellence under the National Accreditation (CAA) Institute for Engineering Education. The vision of NMSU is to provide a high-quality engineering education and to support the growing demand for a well-rounded and highly professional, the University has decided to build a new State College of Engineering in Las Cruces.

The proposed architecture will serve as a catalyst for the University's expansion program, addressing current business and academic needs while accommodating future growth in student enrollment and faculty research. By adopting a design and construction process that is flexible, efficient, and accountable, the project will ensure the timely delivery of high-quality architectural and construction services, while maintaining a transparent process.

Further, the construction of the College of Engineering will be a key element in the University's expansion program and, together with other projects, will support the University's mission in New Mexico, and steps will include aspects of planning, design, financing, and construction to provide a high-quality project.

Provision of design and build services for the project will be governed by Article 10 of the Revised Engineering Rules and Regulations of N.M. 1998 (enacted by the President and Commissioners of Commerce, Design and Public Infrastructure Projects) and the Revised Rules and Regulations of N.M. 1998 of the New Government Procurement Act, along with all applicable building codes, regulations, and Department Orders issued by the Department of Public Works and Highways (DPWH).

2. PROJECT DESCRIPTION AND LOCATION

The proposed project includes the design and construction of a new College of Engineering, located at New Mexico State University (NMSU), in the Las Cruces area. The project will be a design and build project. The project will be a design and build project. The project will be a design and build project.

During the design phase, the selected architect will be responsible for conceptual and preliminary design, including all necessary permits and approvals. The design team will be responsible for all design and construction services, including all necessary permits and approvals. The design team will be responsible for all design and construction services, including all necessary permits and approvals.

- Conduct economic, engineering, safety and other studies
- Prepare project proposals of new developing plants and existing sites

1.4. Process Design Development

- Prepare preliminary conditions and engineering design, layout and utility specifications for approval by client/management/owner, engineering and/or other bodies, local councils and/or other authorities
- Prepare detailed cost estimates, value engineering (value analysis) studies and work measurement data in the design, identify the following:
 - Flow charts of tasks related to process development
 - 3D or engineering drawings
 - Waste Design, Performance and Monitoring
 - Elevations and Sections
 - Sample Flow Charts with Online Process Specifications
 - Schedule based list of Equipment Services or cost of services
- Proceed to the PDCA (management by process) principles design and other projects (as needs to maintain and improve jobs in the production of the Chemical and/or other Engineering Design - DACE)

1.5. Operating Effectiveness

- Conduct complete the effectiveness of various building codes, control procedures (e.g. process codes, rules and regulations, control systems, controls and others) to ensure that the process design complies with all legal requirements.

2. Design Architectural and Engineering (Design DACE)

Once the conceptual design is approved, the designer of Design Architectural and Engineering Design will determine if it meets the requirements of the functional plans and designs, safety, design, and layout, and the final cost estimates for the construction of the project. The DACE must be a complete and accurate drawing that will allow subsequent construction to be completed in a timely manner (10% of the total cost).

The plan also includes the relevant cost details of plant services, and materials. It covers the details of the design and thoroughly documents and costs to be implemented in construction phase.

- Installation of tie-back pins.
 - Test - load of tie-backs, soil frame, and settlement of wall face.
 - Excavate Panel.
 - Proceed with necessary documents that will be required by ADOT.
4. **Design and Safety**
- Take design and load criteria that have a minimum 100-year life, 100-mile/hour (160 km/h) wind speed, and 100-year flood provided for in the contract documents. The contractor is solely responsible for the design, construct, and the engineer's approval who signs the plans and follows the contract documents under Section 7102 of the New York Code of the Regulations.
 - In accordance with Section 702.2.2 of the NYSDOTSD, the contractor shall be held liable for design professional liability, and in the event of the contractor's design professional's liability, the contractor shall be held liable for design professional liability.

10. **SMALL REQUIREMENTS**

10.1 **Structural Requirements**

Now, the proposed work structure is based on 100-year return period and 100-mile/hour (160 km/h) wind speed, and 100-year flood provided for in the contract documents. The contractor is solely responsible for the design, construct, and the engineer's approval who signs the plans and follows the contract documents under Section 7102 of the New York Code of the Regulations.

11. **DELIVERABLES OF THE DESIGN-BUILD CONTRACTOR (P&C)**

The following deliverables and acceptance documents shall be fully executed and approved by the Design-Build Contractor for the Project:

11.1 **Design Phase**

11.1.1 **Pre-Design Phase**

- 1.1.1.1 Design Program of work, agreement, work plan and schedule for the implementation of work.
- 1.1.1.2 Project Overview, Design and Survey and provide investigations.
- 1.1.1.3 Preparation of the following preliminary drawings documents to be ADOT Approved under the Final Design

1.1.1.4 **As-Built**

- Site Development Plan
- Final Plans for all items including a complete construction
- Specifications, General Requirements, Notes
- Detail Design, construction and finishing
- As-built design

- Sewage Treatment in Scotland
 - Assessment Procedure with Case Studies (see below)
 - Gas-Lift Pumps and Solenoid Valve
 - Valve Engineering (see below)
 - High Factor Valve Design: Double, Corrosion Resistant, Non-cavitating, Cyclic, Ports
 - Running of Lifting Gears, Oilseeds, Columns
 - Sludge Ports (Slabs and Outlets, Slabs, etc.)
 - Preliminary Cost Estimates
4. Civil Structure
- Structure Plans
 - Structural Analysis and Design
 - Reinforcement Design
 - Quality Control
 - Preliminary Cost Estimates
5. Systems
- Detailed Plans (see below) and detailed reports, drawings and tender specifications, contract documents, and design specifications
 - Tender documents and technical specifications
 - Running System of selected plant and equipment in real system
 - Preliminary Cost Estimates
6. Planning
- Planning plans, reports and tables (see below) (plans, design drawings, and tender documents, contract documents and drawings system with a schedule to be included)
 - Detailed drawings of the systems
 - Filtration Collection System
 - Preliminary Cost Estimates
7. Details
- Box Construction of the
 - J-gating and Inlet Light System
 - Load Structures
 - Cover Design
 - Specification of Concrete Use
 - Specification of Final Site
 - Trade Analysis, Gateways, Corrosion and Atmospheric Hazard Details
 - Preliminary Cost Estimates
8. Materials
- Materials System
 - The Production Culture

- Sewerage Treatment Plant
- Wastewater Treatment Plant
- Sewerage System

4. Airway

- Exhaust Design for Heating/Hot Water System
- Exhaust/Chimney System
- Lighting for Hot Water
- Wastewater Treatment Plant
- Wastewater System
- Sewerage System
- Building Management System

2. Detailed Architectural and Engineering Design

Prepare final for approval architectural drawings, structural or design development drawings, and design programme, including any relevant and relevant as approved and required by ARB, including but not limited to:

- Survey Plans
- Site Investigation Reports
- Code and Guidance Investigation Report
- Construction Methods Report
- Detailed Plans of the existing structure within the project site
- Detailed Architectural Plans
- Detailed Structural Design Analysis and Plans
- Detailed Structural Foundation Design Analysis
- Detailed Section and Foundation Plans
- Detailed Structural Plans
- Detailed Utility Plans
- General Notes and Technical Specifications describe the type and quality of materials and equipment to be used, the nature of construction, and the general conditions under which the Project is to be constructed.
- Bill of Materials, Detailed Cost Estimate, including a summary of cost reduction for and price of construction materials, labor rates, and approval rates.
- Complete construction drawings for the work required by the contract, including all details, during various mechanical and other services connected equipment, utilities, and piping systems, related works, and the site development part of the project's immediate project.

3. Project Construction Phase

1. Pre-Construction Phase

- Approval of construction plans
- Submission of approved Detailed Engineering Plans including the following

- Program of Study (POS)
- Student Cost Worksheet (SCW) (Student) (SCW)
- Student Unit Cost Analysis (SUCA) prepared by IPWA Department Director 20 Terms (SCW)
- Technical Specifications
- Supervision of Trade/Non-Trade Students
- Supervision of Trade/Non-trade Plan
- Original copies of contracts, permits, and licenses related to projects on Project
- Additional specific documents related to the Project related to applications under 1000A
 - Construction Contract
 - Non-trade Students
 - Licensed and P/10-C/10
 - Construction Methodology
 - Licensed Tradesman Contract
 - OSHA approved Construction Safety and Health Program
 - City/Responsible party of Project Contracting

2. Construction Files

- Construction submittal tracking
- Construction materials being used/used at the sites
- Provide weekly reports to monitor the project progress and quality of work and to determine whether the work is being performed in accordance with the approved scope of work and specifications.
- Weekly and monthly progress reports
- As-built drawings
- Certificate of values of work etc.
- Complete the power and equipment logbook
- Update the Project Plans- Schedule as needed
- Checking and approval of materials samples, also develop into other files pertaining to the schedule and contract documents by VMOA
- Quality Management Plan submittal requests and processes that are related to the project.
- Report deviations and Quality Issues of the all works
- For Variation Order Change Order Extra Work Order Request requests:
 - Review to any change orders/extra work order and that relative order
 - Consider if this expense for the proposed variation Order Change Order/Extra Work Order/Extra
 - Review impact on the project and its related to the proposed changes in the Original Plans and the quality of work of work.
 - Project Engineer/Non-VOC Resident Engineer Report for the proposed changes in the Original Plans and the quality of work of work.

- o Deliver Quality Certificate to our client with
- o Applicable to Civil and PREDPM Member Degree for Civil
For those in the field of the design & design with
- For Control Time Extension, Suspension and Resumption Order
Request process
 - o Requires a Copy of the Two Weeks / Month Suspension/ Month
Resumption Order
 - o Applicable to Civil PREDPM Member Degree for Civil and
to be issued for Control Time Extension/ Month Suspension
/ Month Resumption Order
 - o Project/Job Engineer's Report with the evidence for Control
Time Extension/ Month Suspension/ Month Resumption Order
 - o Evidence/Reasons/Justification and Justification form (JMSJ)
Page 200 of the request for the Time Extension/ Month
Suspension/ Month Resumption Order
- Preparation of documents required for progress record and work
control for the field activities relative to the Project as well as
acceptance of the necessary documents for each project
with its conditions and conditions.

3. Field Operations Phase

- Review of all progress meeting and communications
- Field operations on site decisions/ investigations
- Access requests when required
- Road sign and other measures to ensure safety of workers/ vehicles
at the site
- Procurement of lifting and Commissioning equipment
- Risks necessary during the design, reduced on the operation
and maintenance of the on-site field activities on the site and
as far as possible with the other procedures and facilities
- Access to the site
 - o Building Permit, Access Permit and other permits
and authorisations
 - o Obstacles Permit if it needs to be in the site
 - o Pre Safety inspection Certificate
 - o Drawings and manuals for operational maintenance of valves
equipment and systems related
 - o Shop Drawings
 - o As-built Plans/Drawings
 - o Status of Field Log
 - o Commissioning/Prestart, Testing and Acceptance Reports
(General maintenance, electrical and safety/ lifting method)
 - o Detailed record and collection of equipment

described in the TCR. All products have to regularly and thoroughly be put through failure mode and effect analysis and the resulting effects of these failure modes and effects.

The Design-Task Developer is also responsible for ensuring that he/she fully understands the duties and responsibilities outlined in the TCR concerning the design of necessary resources, tools, and support needed to meet the general requirements of the requirement.

Key Personnel and Qualification Experience	License/Qualification Required
Key Personnel Project Design Manager <ul style="list-style-type: none"> • Licensed Civil/Department • Proficiency in 10 years work experience • At least five (5) years' experience as Project Design Manager of conceptual and engineering design • Excellent in recognizing business objectives into the overall design (including safety, efficiency, use of resources, schedule, and environmental impact considerations) • Minimum of five (5) semester credits of college course and related to the last five (5) years 	VALID PDC
Project Architect <ul style="list-style-type: none"> • Licensed Architect • Proficiency in 10 years work experience • At least five (5) years' experience in the architectural design / planning and development with both architectural and engineering design team • Must have a minimum of five (5) year experience as "Senior Designer" • Must have experience as principal architect in the architectural and engineering design/development of at least five (5) conceptual designs or similar design and plans/renders with the last five (5) years 	VALID PDC
Design Engineer <ul style="list-style-type: none"> • Licensed Civil/Department • Proficiency in 10 years work experience • At least five (5) years' experience in structural design and design • Minimum of five (5) semester credits of college course in structural design with the last five (5) years 	VALID PDC and REGISTERED ARCHITECT or Equivalent Qualification
Specialty Engineer (EIT/C or Degree) <ul style="list-style-type: none"> • Licensed Civil/Department 	VALID PDC

<ul style="list-style-type: none"> • Primarily 1 year experience with experience in the preparation of quality survey and cost estimates for building contract government and private or other private organisations and involvement in the internal audit. • Has involved in a least two (2) completed construction projects or other projects. • Must have an experience in Electrical Construction Survey Job 	
<p>Architectural Electrical Engineer</p> <ul style="list-style-type: none"> • Licensed Professional Electrical Engineer (PEE) • Primarily in (10) years work experience • At least five (5) years experience in electrical in the design of construction. • At least two (2) years experience experience in the design of Building Management System (BMS) • Minimum of two (2) completed projects of similar nature and which listed in the list for (10) years. 	<p>ALLIED P/E</p>
<p>Architectural Electrical Engineer</p> <ul style="list-style-type: none"> • Licensed Professional Electrical and Communications Engineer (PECE) • Primarily in (10) years work experience • At least five (5) years experience in the design and design of Building Control System (BMS) and Building Management System (BMS) • Minimum of two (2) completed construction projects of higher or similar scope and which listed in the list for (10) years. 	<p>ALLIED P/E</p>
<p>Architectural Mechanical Engineer</p> <ul style="list-style-type: none"> • Licensed Professional Mechanical Engineer (PME) • Primarily in (10) years work experience. • At least five (5) years experience in the operation of mechanical and the construction of building design, energy efficient HVAC heating ventilation and air conditioning systems design. 	<p>ALLIED P/E</p>
<p>Energy Engineer</p> <ul style="list-style-type: none"> • Licensed Energy Engineer • Primarily 1 year experience with experience in the design of power, energy and water distribution systems. • Minimum of two (2) completed construction projects of higher or similar scope and which listed in the list for (10) years. 	<p>ALLIED P/E</p>

<p>QA Director</p> <ul style="list-style-type: none"> • Primarily focused on regulatory and/or accreditation activities for each engineering location • At least five years' experience in a technical or managerial position • Possess a valid QAI 20 & 30 without both (a) and (b) above, therefore is not a regulatory officer 	<p>QA/QA Director Certificate Holding</p>
<p>B. Project Construction Phase</p>	
<p>Project Manager</p> <ul style="list-style-type: none"> • Licensed Civil/Geotechnical Engineer • Primarily for 10 years' work experience • At least five (5) years' experience as Project Director/Manager of architectural and engineering works • Experience in controlling construction contracts and the overall design, including design efficiency, use of materials, methods, and environmental control measures • Minimum of five (5) completed projects of similar scope and nature in the past five (5) years 	<p>VALE PCC</p>
<p>Site Engineer</p> <ul style="list-style-type: none"> • Licensed Civil/Geotechnical Engineer • Primarily for 10 years' work experience in construction supervision • Minimum of two (2) completed construction projects of similar or greater scope and nature completed within the last five (5) years 	<p>VALE PCC</p>
<p>Construction Engineer</p> <ul style="list-style-type: none"> • Licensed Electrical (General) (E1) • Primarily for 10 years' work experience • At least five (5) years' experience in construction supervision • Minimum of two (2) completed construction projects of similar or greater scope and nature completed within the last five (5) years 	<p>VALE PCC</p>
<p>Structure Engineer</p> <ul style="list-style-type: none"> • Licensed Mechanical and Communications Engineer (PCC) • Primarily for 10 years' work experience • At least five (5) years' experience in construction supervision • Minimum of two (2) completed construction projects 	<p>VALE PCC</p>

<p>Project of repair of Utah state and state funded water for the 2014-2015 year</p> <p>Water Project:</p> <ul style="list-style-type: none"> • Estimated duration: 1 year • At least two (2) year experience in construction project • Minimum of two (2) construction project projects of repair or other state and state funded water for the 2014-2015 year 	WLE-010
<p>Water Project:</p> <ul style="list-style-type: none"> • Estimated duration: 1 year • At least two (2) year experience in construction project • Minimum of two (2) construction project projects of repair or other state and state funded water for the 2014-2015 year 	WLE-010
<p>Water Project:</p> <ul style="list-style-type: none"> • DSDI awarded Construction Safety & Health Program with a valid OSHA and ESH/Construction • Minimum 1 year experience in building contractor • Also worked on at least 2 separate contractor projects of repair or other projects 	WLE-010 and WLE-010

The Design-Build Contract shall give priority to being an owner, contractor, and contractor who are locally based, preferably from within the Utah state and having a good track record in construction and related. Additional personnel deemed necessary for the 2014-2015 project shall be provided by the Design-Build Contractor at its own cost in WLEs.

The Design-Build Contractor shall also submit copies of the Performance Incentive Commission (PIC) Construction Incentive. The Design-Build shall be subject to review, along with a list of participating and completed projects –with copies and drawings—during the next two (2) years.

Utah contracts awarded to WLEs, the contractor, except for the project that is listed in Utah Division of the approved list of approved list of Design-Build, to change in the way that the contractor shall submit. Design and drawings of the bid may be revised, or otherwise, before construction. The Design-Build contractor shall not be required to provide construction with additional copies of the project files if the project is not subject to a contract award.

VI. APPROVED BIDDERS FOR THE CONTRACT (SEE)

In recognition of the bid, the contractor, the contractor shall submit a list of approved list of Design-Build, along with drawings and drawings. WLEs shall complete

	shall be released upon signing of contract between the Design and Construction and AEPs	
	Full Design Phase	
2	The 20% of the fee of the DDC's fee shall be released after submission of documents required as specified in Section VI, Deliverables of the Design and Build Contract	50%
	To be paid from D equal payments	
3	<ul style="list-style-type: none"> • For the fee equivalent to 20% of the fee of the DDC's fee shall be released after submission of documents required as specified in Section VI, Deliverables of the Design and Build Contract • For the fee equivalent to 10% of the fee of the DDC's fee shall be released after submission of documents required as specified in Section VI, Deliverables of the Design and Build Contract 	50%
A. Project Construction Phase		60%
	Start Payment, Mobilization Fee	
1	shall be released upon approval of the Detailed Architectural and Engineering Design	10%
	Performance Phase	
2	Released to 10% of the fee of the Design and Construction fee shall be released after submission of documents required as specified in Section VI, Deliverables of the Design and Build Contract	50%
	Construction Phase, Risk Contingency Phase	
3	To be paid through progress billing and not be released after submission of documents required as specified in Section VI, Deliverables of the Design and Build Contract	10%
4	Final billing shall be released after submission of documents required as specified in Section VI, Deliverables of the Design and Build Contract	10%

A. SUBMISSION AND RECEIPT OF BIDS

a. Bidder's Proposal

1. The contractor shall be bid a single (separate) Proposal for each of the required documents for which the right to later Section 25.3(2) of the RFP or 1.A. RFP is not the bidding system documents.

1. Preliminary Conceptual Design
 - Location of Floor Plans, DFR (not L-Sub)
 - Electrical and Telecom (Cableplant)
 - 3D Perforation or Rindings
 - 3D Development Plan (Not a L-Sub B)
 - General location of Design Services
2. Design and Construction Details
3. List of Design and Construction Personnel with their respective qualifications and experience etc.
4. Name of primary contractor if design services are provided.

B. Financial Proposal

1. For submission of Bids, the sealed envelope of Financial Proposal and copies of the related documents for information should refer Section 25.3 of the RFP or 1.A. RFP and the following additional documents:

1. LUMP SUM PRICE which includes the BIDDING and CONSTRUCTION OF THE SPECIFIED ITEMS.
2. Detailed breakdown including the items stated in the RFP for all items of construction materials, labor, etc. and equipment used in carrying out the Bid.
3. Cash flow to cover all payments to be made.

C. BILL OF QUANTITIES

Item No.	DESCRIPTION	UNIT	QTY	EST. PRICE	AMOUNT
1	Design Fee	1	1		1 month
					3-12 months
2	Project Construction Fee	1	1		1 month
					3-12 months
TOTAL					1 month
					3-12 months

D. BID VALIDATION AND OTHERS

1. Fee - Bid Protection

For the purpose of assessment of the design and build proposals, a following procedure shall be adopted by the Exm. which may be undertaken with the assistance of the Design and Construct Committee.

5. **Highly Detailed and Detailed Review of Bidder's Compliance with Qualification Information**

1.1 The Exm. shall carry out a detailed review the compliance of a Bidder in the Submission of the Details of P&C/Bid Requirements using a standardized 'Reviewer' criteria. One Exm. Bidder will give the Bidder's mark to all give to the other Exm's.

1.2 The Exm.'s Bidder's Review is detailed review and checking of the compliance, additions, and completion of a Bidder's Class 'A' Requirements, including Response to Bidder Design and Build Proposal with at least 50% of the ABC and Class 'B' Requirements including Bidder's plan, technical documents with a set of set of Design. Both sets at least the completed Design and Build Proposal with separate sheets a copy of Proposal design.

It is for a review to meet any of the requirements of any stage of the Design and Construct. Evaluation shall be made solely for the assessment of the necessary requirements and not for completion.

2. **Technical Evaluation of Design and Build Bid Requirements**

1.1 A Bidder shall be evaluated based on compliance with a combination of the technical requirements in the Design and Qualification Information for Design and Build using a set standardized 'Checklist' as follows:

CALCULATION OF TECHNICAL POINTS		
Criteria	MARK	VAL.
A. Preliminary Construction Design Plans		
Architectural Draw Plans		
Excavation and Section		
3D Perspective and Rendering		
Site Elevation or Plan		
Concept Statement or Design Narrative		
B. Design and Construction Method		
C. List of Design and Construction Personnel		
D. Value Engineering Analysis		

A. **Review – Step Procedure**

1. One Exm. (A) that possess the given criteria shall be assigned to the second step of evaluation. The Exm. and other Exm's marks, and Exm's Submissions will be added.

2. The SAC shall advise the Federal Inspector of each "Visit" within 10 days of the receipt of the Bidder's Authorized Representative and shall include the following:
 - a. The Bidder's Authorized Representative shall appear in person or by video conference.
3. The SAC shall immediately document any non-compliance of items exceeding the AIC.
4. The SAC shall review the records of the Bidder and complete the **POST-CONSTRUCTION AND ADMINISTRATION RESPONSIBILITY SCHEDULE**.

EVALUATION FOR POINTS		
Criteria	Numbered Weight	Points
A. Preliminary Geotechnical Design Phase	15	
Geotechnical Investigation Analysis of Existing Conditions	10	
Accessibility	10	
Compliance with FEMA/Performance Requirements	10	
Professional Quality	5	
B. Design and Construction Method	15	
Approach and Feasibility	10	
Technical Feasibility	5	
Detail and Quality	5	
C. List of Design and Construction Presented	4	
Clarity, Detail, Feasibility and Response of Analysis or List Designed to perform the Contract	4	
D. Value Engineering Analysis	12	
Value Engineering, Life Cycle Cost and/or Innovative Alternatives	6	
Sustainability and Performance	6	
TOTAL FOR TECHNICAL PROPOSAL	46	
E. Price	10	
TOTAL POINTS	56	

XII. EVALUATION OF THE DESIGN-BUILD CONTRACTOR (SAC)

The SAC shall complete all items necessary for the Architectural and Engineering (A/E) Design and Project Construction of the project as Constructive

of the College of Engineering, since instruction to the highest standards of professional and ethical competence is a primary, if not the, primary role and responsibility of the ODC's duties, but it is not limited to the following:

1. To disseminate any engineering statute and statute amendments to the entire faculty of the program in consultation of the College of Engineering Board. It shall then, in compliance with the provisions of relevant laws, ordinances, rules, and local regulations.
2. To collect and verify all ODC's to ascertain the requirements of the proposed project.
3. To ODC and review all documents, forms and documents required for the application for a permit of the new ODC's of the Department, as to be submitted and require. The review of design and planning to be done and standards outlined by respective verification bodies.
4. To review of all verification board LFE design or field standards.
5. To review of all documents, etc. It is recommended the Institute approved by ODC's meeting the requirements of the FTA and as a condition of permit, such as to include and the safety of building is to be reviewed.
6. To review of all documents, etc. It is recommended the Institute approved by ODC's meeting the requirements of the FTA and as a condition of permit, such as to include and the safety of building is to be reviewed.
7. To ODC and review (MAD) to manage and oversee the entire lifecycle of the project. This includes method of management to ensure adherence of project milestones, budgets, and program quality standards.
8. To conduct project meetings and spending controls and plans to any other role.
9. Conduct the production and location of Certificate of Construction of Work, and other necessary documents for such purposes and to coordinate and coordinate.
10. Carry out the inspection and approval for proposed legal etc. in accordance with existing other codes and field as required. The location of the work and the approval of the permit is to be reviewed and all required necessary for the permit is to be reviewed of the work is to be reviewed by the ODC's.
11. Ensure that all work at the stage of design, construction, completion of electrical work, contracting and commissioning shall be done in an efficient and effective.
12. Ensure ODC's and complete the project to be reviewed and approved, and shall report the budget conditions and proposed expenditures within the etc.
13. Be responsible to coordinate the right order during the execution of the project and shall verify regularly during a continuous with Department of Labor and Employment (DOL) guidelines and construction safety procedures in the ODC's Department for the safety of the public and the protection of the workers.

10. Bidders/contractors shall be to design and construct bridge in its design, plans and as part of its Technical Proposal using the Plans and Quantities information. The contractor shall be held to design and construct bridge deck to finish of completed projects with the same as specified in WYDOT 2014.
11. Estimated design, plans and drawings in accordance with Minimum Performance Standards and Specifications are subject to any amendments shown or issued from approval and monitoring, but items are prepared information.
12. Delivery of all design drawings, specifications and copies thereof, prepared and submitted to the ODC in the performance of the services of the agreement shall be the property of WYDOT and shall not be used by the ODC without the prior written approval of the former. Three (3) and electronic copies of each instrument shall be provided with a CD-ROM.
13. If a design, drawing and/or material request to be prepared or revised shall be the contractor's responsibility. It is noted that not to be used for construction of a third party without the prior written consent of WYDOT.
14. The ODC will be effective and shall be in compliance with all applicable laws, rules and regulations of any Federal government or regulatory body having jurisdiction over the construction practice and the services provided in this Agreement.

20. OBLIGATION OF WESTERN MOUNTAIN STATE UNIVERSITY OFFICE:

1. Provide suitable, safe and ODC, WYDOT, intended to assure information in the BIDDING Documents can be referenced and used and guarantee that items are properly carried up to date, and applicable to the Project. The ODC is responsible for the accuracy and a plurality of all data, including the plans, that it submits and to design and build structural arrangements as provided in items WYDOT 2. A. to 2.14.
2. Provide sufficient, quality certified concrete and technical documents, as required by the Contract, to facilitate the proper execution of the approved design and specified for inclusion in the Terms of Reference of the Minimum Bid Price.
3. Approve the ODC's design without modification by design consultant for the safety and long life of the structure.
4. Monitor the implementation of the structure in stated order.
5. Pay the contractor's expenses and compensation associated in conformity with the contract schedule in the approved contract, in accordance with the design approved by WYDOT and government authorities and issuing, rules and regulations.
6. Not provide or make representation to the Project.
7. The contractor shall be liable for any to conduct in the contract agreement.
8. WYDOT and its subsidiaries shall not enter into contract in compliance with ODC, in violation of construction laws, and be held in the best of available data or information in this ODC.

2.3. SLOPESIDE AND FOUNDATION ON SLOPESIDE

In the event that the DBC requires, SLO, or anyone to perform the required services in a manner considered not to comply with results or otherwise within the provisions of the Terms and Conditions, FWSU may seek orders of the Georgia Office of Public Access (OPA) or other state or federal agency, including court, without notice to you.

2.4. COINTEGRATED DAMAGES

The DBC shall hold the contractor liable for any liquidated damages or loss of any benefit of the work under the contract. The DBC shall be the sole and exclusive remedy for any loss of benefit. Only the cumulative amount of liquidated damages payable under this DBC shall be enforceable against FWSU when such the contract, when provided in the contract or order, or other law is not met for it.

2.5. OBLIGATIONS OF THE CONTRACTOR'S CONTRACTORS

1. The DBC shall hold liable and liable in whole with the contractor in violation of the Terms and Conditions.
2. The DBC shall not guarantee the work of the contractor and shall not be responsible for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract.
3. The DBC shall comply with the laws governing contractor's obligations. FWSU shall be responsible for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract.
4. The DBC shall be the contractor's obligation, and shall be responsible for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract.
5. The DBC shall be liable for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract.
6. The DBC shall be liable for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract.
7. The DBC shall be liable for any damage or loss of any benefit of the work under the contract. The contractor shall be responsible for any damage or loss of any benefit of the work under the contract.

2.6. PROJECT ACCEPTANCE

1. The DDC shall guarantee with respect to value for the contracted quantities, goods are in accordance with the Contract's Order documents given and specifications covered by WMS/ and all other obligations contained in separate documents made part of the Contract;
2. The DDC will ensure the contractor has appropriate knowledge of the project.

4X. CONFLICT OF INTEREST

The DDC shall ensure contractors disclose and manage within and their capacity within the particular scope of DDC's, without regard to contract/Lot engagement. The DDC shall ensure a contract is awarded that has no conflict of interest with other projects in contract review. Furthermore, the DDC shall not be engaged to any activities that conflict with its existing or prospective contract awards, or that may be perceived to conflict to ensure the DDC is in the best interests of DDC's. (Refer to Section 11.2 of the 2010 Revised RFP (M&I) for).



CONCEPÇÃO DE DESIGN

APPENDIX - A
SPACE REQUIREMENTS

- Chapter
- Review

Key Dates

- August 1945: End of World War II
- September 1945: U.S. Atomic Bombing of Hiroshima and Nagasaki

APPENDIX - B
SITE DEVELOPMENT



APPENDIX – C
PERFORMANCE SPECIFICATIONS
AND PARAMETERS

1. ADDITIONAL DESIGN PARAMETERS

The Additional Terms shall be in accordance with the following lists, codes and standards:

1. Codes and Standards

1. Codes and Standards

- National Building Code of the Republic as amended (NBC)
- Proposed Green Building Code (GBC) 2012

- ASCE 408 - Architectural Load and Structural Analysis (ASCE)
- ASCE 409 - Accessibility, Life and Safety Load (ASCE)
- ASCE 410 - Wind and Seismic Loading on the Exterior of Buildings (ASCE)
- ASCE 411 - Fire Code of the Philippines
- Building Load Code of the Philippines
- Architectural Load and Structural Analysis

4. **Relevant**

- Bureau of Prisons (BPS)
- Undersecretary (USC)

5. **Professional outside the following:**

- Second Floor Plan
- Second Floor Plan
- Third Floor Plan
- Fourth Floor Plan
- Roof Deck, Stairs, Floor Plan
- Roof Plan
- Foundation and Footings of the Building
- Cross Section
- Longitudinal Section
- Accessibility Issues (ADA, ramp, parking, etc.)
- Structural Code Book
- Title Block (including PWD Code)
- Floor Plan (including walls and elevations)
- Section Book
- Schedules of Doors and Windows
- Structural Loading for Design
- Ceiling Book
- Floor Book
- Schedule of Finishes (walls, floor, ceiling)
- Structural Light Book
- Structural Light Book (interior of the building)
- Structural Light Book (exterior of the building)
- Section Book (including structural, electrical, plumbing, etc.)

6. **STRUCTURAL CODE BOOKS DESIGN PARAMETERS:**

The following are design parameters in accordance with the following Philippine laws, Codes and Standards:

A. **Codes and Standards:**

1. **Codes and Standards:**

- National Structural Code of the Philippines (NSCP) 2001
- National Building Code of the Philippines and its Local and Amended BS

A. Course and Standard

1. Course and Cluster

- Philippine Electrical Code
- Applied Protection Code
- An Act to Amend the Code of the Philippines
- National Training Code of the Philippines and Its Laws and Appended RRs
- Philippine Code Book by Code (NPN, 2016)
- Finding Local Codes and References
- Act after local and application to project

2. Standards

- Bureau of Product Standards (BPS)
- Underwriters Laboratory (UL)
- National Fire Protection Association
- International Electrotechnical Commission (IEC)
- Bureau of Engineering Survey (BES)
- Institute of Electrical and Electronics Engineers (IEEE)

3. Program Content outside the following:

- DC and AC Lighting and Power Supply Methods and Devices used
- Unit installation
- Four-Phase Voltage Drop Calculations and Full-Load Motor Ratings
- Single-Phase Motors
- Derivations and Specifications
- Standards Surveys
- Table Survey
- Electrical Work Diagram
- Location - Motor Rating Location of Possible Supply point and possible to obtain in the District
- Voltage Drop Factor (Voltage, Current, Cost, Temperature, etc.) being met by IEC Code
- AC and DC Voltage and Resistance
- Table Code, miscellaneous and related surveys of IEC Code applications
- Derivations and applications of Code of laws and provisions that are used as IEC Code for project or code
- IEC related Codes, surveys of tables, code, table type and cost used for project, completed with survey of the building or finding existing IEC Code applications

B. SUMMARY OF COURSE CONTENT

The Summary of Finding Design that is in compliance with the National Philippine Laws Code and Standards.

A. Course and Standard

- Mechanical Engineering Code of the Programme (M. Code)
 - Ending Code according to Code and Code
 - Another Code not applied to the code
3. Standards
- Bureau of Product Standards (BPS)
 - Program Product Standards (PPS)
 - Indonesian Laboratory (SL) and Product Manual (PM)
 - International Electrotechnical Commission (IEC) 180
 - Institute for Product Association (IPMA)
 - Institute for Product Association (IPMA) (30 Standards by Health Care Facilities)
 - American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
 - Code for Design Technical Power Co. (DTC) Manual

B. Program Product Code Following

- General Code
- Sound Code from the Engineering Code from Cabinet Level
- Schedule of Equipment
- Security Features from Health Care Code for Input
- Security Features from Health Care Code for Local
- Health Code
- Security Chapter of Health Care Code
- Details of Plans and Power Connections
- Schedule for Equipment, System Data
- The overall Program Code

VI. ELECTRONICS AND QUALITY DESIGN PARAMETERS

A. General Standards

1. General Code
- National Coding Code of the Programme and its Level and Area (BCT)
 - Program Code Mapping Code (CPTM, CTT)
 - EN 50150 Series Code of the Programme
 - Program Code of Code
 - Program Code of Code
 - Ending Code according to Code and Code
 - Another Code not applied to the code
2. Standards
- Bureau of Product Standards (BPS)
 - Program Product Standards (PPS)
 - Indonesian Laboratory (SL) and Product Manual (PM)
 - International Electrotechnical Commission (IEC) 180
 - Institute for Product Association (IPMA)
 - Institute for Product Association (IPMA) (30 Standards by Health Care Facilities)

APPENDIX - C

MINIMUM REQUIRED EQUIPMENT

Manure liquid collection equipment list

Equipment	Quantity
Supply Tank (20 cu ft)	2
Receiver (24 cu ft)	1
Transfer Mixer	1
Receiver	1
Filter	1
Manure Removal System	1 set
Supply Mixer	1
Delivery Mixer	2
Ice Cube	2
Sanitizer	4

Section VII Drawings

(DESIGN AND BUILD)



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 Work 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 Work executed.

In order to attain these objectives, Work should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Work, or between Work 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, such as the items included in the Bill of Quantities, is high. To facilitate checking by the Works of the reasonableness quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a) A list of the various classes of labor, materials, and construction Plant for which basic daywork rates or prices are to be inserted by the Bidders, together with a statement of the conditions under which the Contractor will be used for work executed on a daywork basis.
- b) Hourly rates for each item of Daywork, to be applied to the Bill of Daywork rates as Bid. The rates to be offered by the Bidders on each basic Daywork item should include the Contractor's profit, overheads, subsistence, and other charges.

Provisional Sums

A general provision for specialist contractors (specialty contracts) 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 BOQ should state the manner in which they will be used, and under whose authority (usually the Procuring Entity).

The estimate for specialized work to be carried out, or for special goods to be supplied, by other contractors (refer to BOQ 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 consultation among the Bidders in respect of any facilities, services, standards, 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 including the dollar to quote a sum for such a member, facilities, attendance, etc.

Signature Line

A signature line shall be added at the bottom of each page of the Bill of Quantities to have the authorized representative of the Glider and Florida signatures. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of the bid.

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

(DESIGN AND BUILD)

Section IX. Philippine Bidding Documents Related Forms

Notes to the Philippine Bidding Documents Related Forms

The Bidder shall complete and submit with its Bid the Bid Form, together with the Bid of Quantities detailed estimates that include a summary sheet including the unit prices of construction materials, labor rates, and equipment rates used in coming up with the Bid, and Cash Flow by Quarter, in accordance with ITB Clause 12, and all those requirements indicated in the Bidding Documents and the forms set out in this Section.

When requested in the BOD, the Bidder should provide the Bid Security, either in the form indicated hereafter or in another form acceptable to the Procuring Entity, pursuant to ITB Clause 12.

The Contract Form, when it is finalized at the time of contract award, shall incorporate any correction or modification to the accepted Bid resulting from price corrections. The needed amendments, as also mentioned which it is in part of the contract should be modified accordingly.

The Oath and Surety Statement must be completed by all Bidders in accordance with ITB Clause 4.2. 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 set out herein or in another form acceptable to the Procuring Entity and pursuant to BOD Clause 12 and its corresponding BOD provision.

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Contract Form (Alternative Form)	124
Bid Securing Declaration Form	142

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: **Chief of Procuring Office**

Having examined the Pre-bidding Documents (PBD) including the Supplemental Bid Rules (Number 27063 number), the intent of all of it is hereby duly acknowledged, and the undersigned, declare that:

- a) Will have to observe and to the PBD, including the Supplemental Bid Rules, for the Procurement Project (Project Title)
- b) Will 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 attach with the discount table)
- 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, taxes of the applicable tax, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal duties and surtax, which are levied in the United States.
- f) This Bid shall remain valid within a period stated in the PBD, and I shall be binding upon me at any time before the expiration of that period.
- g) If our bid is accepted, we consent in writing to a contract and provide a performance security in the form, amount, and within the time prescribed in the PBD, and hereby acknowledge the consequences under the RA of RA No. 11206 as amended, or the Security or Enforcement of Bid Securing Declaration and on Bidding.

and 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 Bids.

I/We understand that you are not bound to accept the Lowest Calculated Bid of 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 Bids) as evidenced by the attached (State the Under Authority).

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

Only authorized to sign the Bid for and behalf of:

[Print Bidder's Name]

[Signature over Printed Name]

[Print 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:

PROVINCE OF PANGASINAN (PANGASINAN), a government agency of the Republic of the Philippines, hereinafter called "the Entity";

and

[Name of Contractor] (Name of legal entity 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 services, ultimately [Name of contractor/Project];

WHEREAS, the Contractor submitted a responsive bid and was awarded the contract for the procurement of the said amount of [insert price in words and figures, showing currency] (hereafter referred to as the "Contract Price");

NOW, THEREFORE, for and in consideration of the foregoing promises, the parties hereto 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 Bidding Documents as required by the Implementing Rules and Regulations of Republic Act No. 12606 shall be deemed to form and be read and construed as integral part of this Contract, viz:
 - a) Philippine Bidding Documents (PBD):
 - i. Drawings/Pans;
 - ii. Scope of Work;
 - iii. Invitation to Bid;
 - iv. Instructions to Bidders;
 - v. Bid Data Sheet;
 - vi. Bid Form, including all the documents/drawings contained in the Bidder's Bidding envelope, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the BDD, including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation);
 - vii. Bidding Schedule;
 - viii. General and Special Conditions of Contract;
 - ix. Qualifications Bid Documents, if any; and
 - x. Other contract documents that may be required by existing laws under the Contract.

- 3) BIDDING BIDDERS' BILLS, BILLING BY BIDDERS' REQUIREMENTS, TECHNICAL and Financial Proposals, and all other documents or statements submitted;
 - 4) Performance Bonds;
 - 5) Notice of Award of Contract and the Bidder's Contract Inhibit; and
 - 6) Other contract documents that may be required by existing laws and/or the Procuring Entity contained in the PED, such as but not limited to the Notice to Proceed and Warranty Security.
- 3) In consideration of the Contract Price (if applicable) Price in words and figures, or such other sums as may be determined in accordance with the terms of the Contract, the Bidder agrees to deliver and perform the items and related services for the Project that described herein in accordance with the terms and conditions specified in the Contract and its attached documents.
 - 4) The [Name of the Procuring Entity] agrees to pay the above-mentioned sum to the Bidder 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 in relation 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. 8981 (Alternative Dispute Resolution Act of 2014) or Executive Order No. 192, 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 bidder's Agent

Signature over Printed
 Name of Authorized Representative
 (Date)

Signature over Printed Name of
 Bidder's Designated
 Agent
 (Date)

Signed in the presence of

(Name and Signature)

(Name and Signature)

Witness - Procuring Entity

Witness - Supplier

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, County of _____, this _____ day of _____, 20____, personally appeared the above-named persons who have satisfactorily proved 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 upon this Acknowledgment is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this _____ day of _____, 20____.

NAME OF NOTARY PUBLIC _____

Notary Commission No. _____

Notary Public for _____ until _____

Roll of Abstracts No. _____

RTR No. _____ (free issued) (paid issued)

ISS# No. _____ (free issued) (paid issued)

DIV. No. _____

Page No. _____

WIT 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 Office), of legal age, (Civil Status) (Nationality), and with residence of (Address of Office), after having been duly sworn in accordance with law, do hereby declare and state that:

1) Select one, circle the others:

- If sole proprietorship: I am the sole proprietor or authorized representative of (Name of Office) with office address at (Address of Office).
- If partnership, corporation, cooperative, or joint venture: I am the duly authorized and designated representative of (Name of Office) with office address at (Address of Office).
- If not/never consulted/ not registered under a sole proprietorship, in case of Consulting Services, I am the individual consultant or authorized representative of (Name of Office) with office address at (Address of Office).

2) Select one, circle the others:

- If sole proprietorship: As the owner and sole proprietor or authorized representative of (Name of Office), 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 Social 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 Social Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.
- If not/never consulted/ not registered under a sole proprietorship, in case of Consulting Services: As the individual consultant or authorized representative of (Name of Office), 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

is signed by the authorized person named above (Power of Attorney or authorized representative).

- 2) (Name of Bidder) is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, commissions, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting lists have been recognized by the Government Procurement Policy Board; by itself or by statute, membership, association, affiliation, or controlling interest with another blacklisted person or entity;
- 3) 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;
- 4) Bidder is submitting the Head of the Procuring Entity (or its duly authorized representative) to verify all the documents submitted;
- 5) Bidder is, under the aforesaid:
 - a) 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 Site and Awards Committee (SAC), the Technical Working Group, and the SAC Secretariat;
 - b) 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 Site and Awards Committee (SAC), the Technical Working Group, and the SAC Secretariat;
 - c) if cooperative: The cooperative itself and members of its 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 Site and Awards Committee (SAC), the Technical Working Group, and the SAC Secretariat;
 - d) 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 Site and Awards Committee (SAC), the Technical Working Group, and the SAC Secretariat;
 - e) if individual consultant or individual contractor: 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

Do hereby consent to sign the Bill for and behalf of:

(Insert Signers Name)

(Affiant's Signature and Printed Name)

(Position/Designation)

(Date)

JURAT

SUBSCRIBED AND SWORN to before me this ____ day of (Month) (Year) at (place of execution), Philippines. Affiant's name and title is known to me and was/are identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 82-0-12-SC). Affiant is exhibited to me his/her (his/her) (place) (year of government identification card used), with his/her photograph and a grade is keeping thereon, with no _____

WITNESS MY HAND AND SEAL this ____ day of (Month) (Year)

NAME OF NOTARY PUBLIC

Notary Commission No. _____

Notary Public for _____, until _____

Roll of Attorneys No. _____

PTR No. _____ (State Capital, State/Province)

CR No. _____ (State Capital, State/Province)

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 _____) C.S.

BID SECURING DECLARATION

Federal Identification No. : (Required)

To: (Insert name of the Procuring Entity)

I/We, the undersigned, declare that:

- I) I/we undertake that, according to your conditions, I/We must be succeeded by a Bid security, which may be in the form of a Bid Securing Declaration;
- II) I/We warrant that:
 - a) I/We shall enter into contract with the Procuring Entity and furnish the secured performance security within ten (10) calendar days as indicated in the Bidding Documents, in respect 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 Disabling Order; and
 - c) I/We will pay the applicable fine within three (3) 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 (c), 60.1, 95.1 and 100, except 100.1 (c), of the RRA or RA No. 11268, without prejudice to other legal action the government may undertake.

	Applicable Fine
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 received bid price and the ABC whenever it is higher
b) In the case of multiple bidders	i) two percent (2%) of the ABC; or ii) the difference between the received bid price and the

	lowest with Lowest Calculated/Highest Rated Bid and the bidder with the next Lowest Calculated/Highest Rated Bid and so on in descending order.
c) In case of violations committed prior to the opening of the financial envelope	ii) a fixed amount of two percent of the ABB.

2) I/We understand that this Bid Security Decision shall cease to be valid in the following circumstances:

- Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
- I/submitter has declared itself as or been 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 request to waive such right;
- I/submitter has declared the bidder with the [Floor/Avoid Criterion] 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 _____, 20____ (year) at _____ (place of execution).

I/We authorized to sign the bid for and behalf of:

(your submitter's name)

(Signature over Printed Name)

(Address/Company)

(City)

JURAT

SUBSCRIBED AND SWORN to before me this _____ day of (month) (year) at (place of execution), Philippines. Affiant's name (printed) is (name) (name) and was properly identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 92-0-12-SC). Affiant exhibited to me his/her (pass) (passport) (government identification card) (etc.), with his/her photograph and a genuine appearing thereon, with no _____

WITNESS MY HAND AND SEAL this ___ day of (month) (year)

NAME OF NOTARY PUBLIC:

Notaria / Commission No. _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

ATR No. ___ (date issued) (year issued)

DR No. ___ (date issued) (year issued)

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

