BIDDING DOCUMENTS

PAVEMENT REHABILITATION WORKS AT THE AIRFIELD FOR CIAC

PROJECT LOCATION: Clark International Airport Corporation, Civil Aviation Complex,
                   Clark Freeport Zone, Pampanga, Philippines
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Section I. Invitation to Bid
Invitation to Bid for
PAVEMENT REHABILITATION WORKS AT THE AIRFIELD

1. The Clark International Airport Corporation (CIAC), through the BCDA Corporate Budget for CY 2017 intends to apply the sum of TWO HUNDRED FORTY EIGHT MILLION PESOS (Php248,000,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the project: “Pavement Rehabilitation Works at the Airfield for CIAC”. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The CIAC now invites bids for Pavement Rehabilitation Works at the Airfield for CIAC consisting of the following work items:

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>WORK DESCRIPTION</th>
<th>DURATION (Calendar Days)</th>
<th>AMOUNT (PHP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Pavement Rehabilitation Works at Main Ramp</td>
<td>60 cd</td>
<td>14,000,000.00</td>
</tr>
<tr>
<td>b.</td>
<td>Pavement Rehabilitation Works at North Ramp</td>
<td>60 cd</td>
<td>15,000,000.00</td>
</tr>
<tr>
<td>c.</td>
<td>Pavement Rehabilitation Works at Taxiway F2</td>
<td>90 cd</td>
<td>20,000,000.00</td>
</tr>
<tr>
<td>d.</td>
<td>Pavement Rehabilitation Works at Taxiway F3</td>
<td>60 cd</td>
<td>23,000,000.00</td>
</tr>
<tr>
<td>e.</td>
<td>Pavement Rehabilitation Works at Taxiway F5</td>
<td>90 cd</td>
<td>44,000,000.00</td>
</tr>
<tr>
<td>f.</td>
<td>Pavement Rehabilitation Works at Taxiway F7</td>
<td>100 cd</td>
<td>32,000,000.00</td>
</tr>
<tr>
<td>g.</td>
<td>Pavement Rehabilitation Works at Taxiway D between F7 to F8</td>
<td>90 cd</td>
<td>30,000,000.00</td>
</tr>
<tr>
<td>h.</td>
<td>Pavement Rehabilitation Works at J-Ramp and Taxiway F6</td>
<td>100 cd</td>
<td>70,000,000.00</td>
</tr>
</tbody>
</table>

ABC 248,000,000.00

All works shall be completed in accordance with the timeline stated opposite the project title within four (4) calendar days from receipt of Notice to Proceed. The Bidder must have completed, within ten (10) years prior to the deadline for the Submission and Opening of Bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC and a valid PCAB license and registration with at least Category AA, GE-1, size range of large A. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.

3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”

Bidding is restricted to Filipino citizens/sole proprietorships, cooperatives, and partnerships, corporations or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

4. Interested bidders may obtain further information from CIAC Bids and Award Committee (BAC) and inspect the Bidding Documents at the address given below from Monday to Friday at 8:00 am to 5:00 pm.

5. A complete set of Bidding Documents may be acquired by interested bidders on 23 March 2017, Wednesday, until the deadline for the Submission of Bids, from the address below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Php50,000.00.
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. The bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The CIAC will hold a Pre-Bid Conference on 31 March 2017, Friday, 8:00 AM at the CIAC Board Room, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines 2023, which shall be open to prospective bidders.

7. Bids must be delivered to the address below on or before 12 April 2017, Wednesday, 8:15 AM at the Records Management Office, CIAC Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines 2023. All bids must be accompanied by a Bid Security in any acceptable forms and in amount stated in ITB Clause 18.

8. Bid opening shall be on 12 April 2017, Wednesday, 8:30 AM at the CIAC Board Room, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Philippines 2023. Bids will be opened in the presence of the Bidders’ representatives who choose to attend at the address below. Late bids shall not be accepted.

9. The Clark International Airport Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

Address & Contact Information:

ATTY. ANA MARIA R. SUBA  
Office of the BAC Secretariat, Clark International Airport Corporation  
CIAC Annex Building, Clark Civil Aviation Complex, Clark Freeport Zone  
Philippines 2023  
E-mail Address: bacsecretariat@clarkairport.com |  
Web Address: http://www.clarkairport.com

ATTY. JOSEP JEPRI M. MIRANDA  
CIAC-BAC Chairman
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A. General

1. Scope of Bid

1.1. The Procuring Entity named in the BDS, invites bids for the construction of Works, as described in Section VI. Specifications.

1.2. The name, identification, and number of lots specific to this bidding are provided in the BDS. The contracting strategy and basis of evaluation of lots is described in ITB Clause 27.

1.3. The successful Bidder will be expected to complete the Works by the intended completion date specified in SCC Clause 1.17.

2. Source of Funds

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

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

3.1. Unless otherwise specified in the BDS, the Procuring Entity, as well as bidders and contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, the Funding Source:

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

   (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Procuring Entity, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019;

   (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Entity, and includes collusive practices among Bidders (prior to or after Bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the Procuring Entity of the benefits of free and open competition;
(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial, non-competitive levels; and

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

   (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of the Procuring Entity or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

   (bb) acts intended to materially impede the exercise of the inspection and audit rights of the Procuring Entity or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract; and

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded Contract funded by the Funding Source if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing or, or in executing, a Contract funded by the Funding Source.

3.2. Further, the Procuring Entity will seek to impose the maximum civil, administrative, and/or criminal penalties available under the applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, the Funding Source and the Procuring Entity reserve the right to inspect and audit records and accounts of a contractor in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 34.
4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this Bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of the Procuring Entity regarding this bidding process;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or

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

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

(a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;

(b) If the Bidder is a partnership, to all its officers and members;
(c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;

(d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and

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

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

5. Eligible Bidders

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

(a) Duly licensed Filipino citizens/sole proprietorships;

(b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;

(c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;

(d) Cooperatives duly organized under the laws of the Philippines.

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

5.2. The Procuring Entity may also invite foreign bidders when provided for under any Treaty or International or Executive Agreement as specified in the BDS.

5.3. Government owned or controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially
autonomous, (b) operate under commercial law, and (c) are not attached agencies of the Procuring Entity.

5.4. (a) The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index. However, contractors under Small A and Small B categories without similar experience on the contract to be bid may be allowed to bid if the cost of such contract is not more than the Allowable Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB.

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

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

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

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

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

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

6. **Bidder’s Responsibilities**

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

6.2. The Bidder is responsible for the following:

(a) Having taken steps to carefully examine all of the Bidding Documents;

(b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
(c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;

(d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under ITB Clause 10.4.

(e) Ensuring that it is not “blacklisted” or barred from bidding by the GoP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

(f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

(g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;

(h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract, accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;

(i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;

(j) Complying with existing labor laws and standards, in the case of procurement of services. Moreover, bidder undertakes to:

(i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

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

(ii) Comply with occupational safety and health standards and to correct deficiencies, if any.
In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

(iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment’s premises; and

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

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

6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site, determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.

6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity. However, the Procuring Entity shall ensure that all information in the Bidding Documents, including supplemental/bid bulletins issued are correct and consistent.

6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6.8. The Bidder should note that the Procuring Entity will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.
7. **Origin of Goods and Services**

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

8. **Subcontracts**

8.1. Unless otherwise specified in the BDS, the Bidder may subcontract portions of the Works to an extent as may be approved by the Procuring Entity and stated in the BDS. However, subcontracting of any portion shall not relieve the Bidder from any liability or obligation that may arise from the contract for this Project.

8.2. Subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by the Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.

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

**B. Contents of Bidding Documents**

9. **Pre-Bid Conference**

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

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

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

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

10. Clarification and Amendment of Bidding Documents

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

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

10.3. Supplemental/Bid Bulletins may also be issued upon the Procuring Entity’s initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. Any modification to the Bidding Documents shall be identified as an amendment.

10.4. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted in the PhilGEPS and the website of the Procuring Entity concerned, if available, and at any conspicuous place in the premises of the Procuring Entity concerned. It shall be the responsibility of all Bidders who have properly secured the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC. However, Bidders who have submitted bids before the issuance of the Supplemental/Bid Bulletin must be informed and allowed to modify or withdraw their bids in accordance with ITB Clause 23.

C. Preparation of Bids

11. Language of Bids

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

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

(a) Eligibility Documents –

Class “A” Documents

(i) PhilGEPS Certificate of Registration and Membership in accordance with Section 8.5.2 of the IRR, except for foreign bidders participating in the procurement by a Philippine Foreign Service Office or Post, which shall submit their eligibility documents under Section 23.1 of the IRR, provided, that the winning bidder shall register with the PhilGEPS in accordance with Section 37.1.4 of the IRR;

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

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

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

(ii.1) name of the contract;

(ii.2) date of the contract;

(ii.3) contract duration;

(ii.4) owner’s name and address;

(ii.5) nature of work;

(ii.6) contractor’s role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;

(ii.7) total contract value at award;

(ii.8) date of completion or estimated completion time;

(ii.9) total contract value at completion, if applicable;

(ii.10) percentages of planned and actual accomplishments, if applicable; and
value of outstanding works, if applicable.

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

(iii) Unless otherwise provided in the BDS, a valid special PCAB License in case of joint ventures, and registration for the type and cost of the contract for this Project; and

(iv) NFCC computation in accordance with ITB Clause 5.5.

Class “B” Documents

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

(b) Technical Documents –

(i) Bid security in accordance with ITB Clause 18. If the Bidder opts to submit the bid security in the form of:

(i.1) a bank draft/guarantee or an irrevocable letter of credit issued by a foreign bank, it shall be accompanied by a confirmation from a Universal or Commercial Bank; or

(i.2) a surety bond accompanied by a certification coming from the Insurance Commission that the surety or insurance company is authorized to issue such instruments.

(ii) Project Requirements, which shall include the following:

(ii.1) Organizational chart for the contract to be bid;

(ii.2) List of contractor’s personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data. These personnel must meet the required minimum years of experience set in the BDS; and

(ii.3) List of contractor’s major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case
may be, which must meet the minimum requirements for the contract set in the BDS, and

(iii) Sworn statement in accordance with Section 25.3 of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

13. Documents Comprising the Bid: Financial Component

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

(a) Financial Bid Form, which includes bid prices and the bill of quantities, in accordance with ITB Clauses 15.1 and 15.3; and

(b) Any other document related to the financial component of the bid as stated in the BDS.

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

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

(i) Bidding Documents are obtainable free of charge on a freely accessible website. If payment of Bidding Documents is required by the procuring entity, payment could be made upon the submission of bids.

(ii) The procuring entity has procedures in place to ensure that the ABC is based on recent estimates made by the engineer or the responsible unit of the procuring entity and that the estimates are based on adequate detailed engineering (in the case of infrastructure projects) and reflect the quality, supervision and risk and inflationary factors, as well as prevailing market prices, associated with the types of works or goods to be procured.

(iii) The procuring entity has trained cost estimators on estimating prices and analyzing bid variances. In the case of infrastructure projects, the procuring entity must also have trained quantity surveyors.

(iv) The procuring entity has established a system to monitor and report bid prices relative to ABC and engineer’s/procuring entity’s estimate.

(v) The procuring entity has established a monitoring and evaluation system for contract implementation to provide a feedback on actual total costs of goods and works.
14. Alternative Bids

14.1. Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2. Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the BDS, alternative bids shall not be accepted.

14.3. Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder’s participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

15. Bid Prices

15.1. The contract shall be for the whole Works, as described in ITB Clause 1.1, based on the priced Bill of Quantities submitted by the Bidder.

15.2. The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Bill of Quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be provided for.

15.3. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, prior to the deadline for submission of bids, shall be included in the rates, prices, and total bid price submitted by the Bidder.

15.4. All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as specified in GCC Clause 48. Upon the recommendation of the Procuring Entity, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Furthermore, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of
the GoP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

16. Bid Currencies

16.1. All bid prices shall be quoted in Philippine Pesos unless otherwise provided in the BDS. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate prevailing on the day of the Bid Opening.

16.2. If so allowed in accordance with ITB Clause 16.1, the Procuring Entity for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the exchange rate as published in the Bangko Sentral ng Pilipinas (BSP) reference rate bulletin on the day of the bid opening.

16.3. Unless otherwise specified in the BDS, payment of the contract price shall be made in Philippine Pesos.

17. Bid Validity

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

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

18. Bid Security

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

<table>
<thead>
<tr>
<th>Form of Bid Security</th>
<th>Amount of Bid Security (Not less than the Percentage of the ABC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Cash or cashier’s/manager’s check issued by a Universal or Commercial Bank.</td>
<td>Two percent (2%) X PHP 248,000,000.00 = PHP 4,960,000.00</td>
</tr>
<tr>
<td>(b) Bank draft/guarantee or irrevocable letter of credit issued</td>
<td></td>
</tr>
</tbody>
</table>
by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.

(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or

Five percent (5%) X PHP 248,000,000.00 = PHP 12,400,000.00

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

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

18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or lapse of the reglementary period without having filed a request for reconsideration or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in ITB Clause 18.2.

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

18.5. The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
(ii) does not accept the correction of errors pursuant to ITB Clause 27.3(b);

(iii) has a finding against the veracity of the required documents submitted in accordance with ITB Clause 28.2;

(iv) submission of eligibility requirements containing false information or falsified documents;

(v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;

(vi) allowing the use of one’s name, or using the name of another for purposes of public bidding;

(vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

(viii) refusal or failure to post the required performance security within the prescribed time;

(ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;

(x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;

(xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or

(xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.

(b) if the successful Bidder:

(i) fails to sign the contract in accordance with ITB Clause 31;

(ii) fails to furnish performance security in accordance with ITB Clause 32.

19. Format and Signing of Bids

19.1 Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in Section IX. Bidding Forms on or before the deadline specified in the ITB Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall
contain the technical component of the bid, including the eligibility requirements under ITB Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

19.2 Forms as mentioned in ITB Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

19.3 The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

19.4 Each and every page of the Bid Form, including the Bill of Quantities, under Section IX hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

19.5 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

20. Sealing and Marking of Bids

20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12, in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT,” and the original of their financial component in another sealed envelope marked “ORIGINAL - FINANCIAL COMPONENT,” sealing them all in an outer envelope marked “ORIGINAL BID.”

20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. ____ - TECHNICAL COMPONENT” and “COPY NO. ____ - FINANCIAL COMPONENT” and the outer envelope as “COPY NO. ____,” respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

20.3. The original and the number of copies of the bid as indicated in the BDS shall be typed or written in ink and shall be signed by the Bidder or its duly authorized representative/s.

20.4. All envelopes shall:

(a) contain the name of the contract to be bid in capital letters;

(b) bear the name and address of the Bidder in capital letters;

(c) be addressed to the Procuring Entity’s BAC in accordance with ITB Clause 20.1;

(d) bear the specific identification of this bidding process indicated in the ITB Clause 1.2; and
bear a warning “DO NOT OPEN BEFORE…” the date and time for the opening of bids, in accordance with ITB Clause 21.

20.5. Bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or the Procuring Entity shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

D. Submission and Opening of Bids

21. Deadline for Submission of Bids

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

23.2. A Bidder may, through a Letter of Withdrawal, withdraw its bid after it has been submitted, for valid and justifiable reason; provided that the Letter of Withdrawal is received by the Procuring Entity prior to the deadline prescribed for submission and receipt of bids. The Letter of Withdrawal must be executed by the authorized representative of the Bidder identified in the Omnibus Sworn Statement, a copy of which should be attached to the letter.

23.3. Bids requested to be withdrawn in accordance with ITB Clause 23.1 shall be returned unopened to the Bidders. A Bidder, who has acquired the bidding documents may also express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of bids. A Bidder that withdraws its bid shall not be permitted to submit another bid, directly or indirectly, for the same contract.
23.4. No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Financial Bid Form. Withdrawal of a bid during this interval shall result in the forfeiture of the Bidder’s bid security, pursuant to ITB Clause 18.5, and the imposition of administrative, civil, and criminal sanctions as prescribed by RA 9184 and its IRR.

24. Opening and Preliminary Examination of Bids

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

24.2. Unless otherwise specified in the BDS, the BAC shall open the first bid envelopes and determine each Bidder’s compliance with the documents prescribed in ITB Clause 12, using a non-discretionary “pass/fail” criterion. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as “failed”. Otherwise, the BAC shall rate the said first bid envelope as “passed”.

24.3. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible Bidder whose first bid envelope was rated “passed.” The second envelope of each complying Bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.2, the BAC shall rate the bid concerned as “failed.” Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.

24.4. Letters of Withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened.

24.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

24.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class “A” Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR.
a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;

b) Mayor’s/Business permit issued by the local government where the principal place of business of the Bidder is located; and

c) Audited Financial Statements showing, among others, the prospective Bidder’s total and current assets and liabilities stamped “received” by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.

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

24.8. The Procuring Entity shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, if any), bid security, findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.

24.8. The Bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the Bid Opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.

24.9 To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all Bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

E. Evaluation and Comparison of Bids

25. Process to be Confidential

25.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any Bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.

25.2. Any effort by a Bidder to influence the Procuring Entity in the Procuring Entity’s decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder’s bid.
26. **Clarification of Bids**

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

27. **Detailed Evaluation and Comparison of Bids**

27.1. The Procuring Entity will undertake the detailed evaluation and comparison of Bids which have passed the opening and preliminary examination of Bids, pursuant to **ITB** Clause 24, in order to determine the Lowest Calculated Bid.

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

   (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and

   (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

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

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

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

27.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the **ABC** shall not be considered, unless otherwise indicated in the **BDS**.
27.5. The Procuring Entity’s evaluation of bids shall be based on the bid price quoted in the Bid Form, which includes the Bill of Quantities.

27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all Bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

27.7. If so indicated pursuant to ITB Clause 1.2. Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the bid or combination of bids offering the lowest calculated cost to the Procuring Entity. Bid prices quoted shall correspond to all of the requirements specified for each lot. Bid Security as required by ITB Clause 18 shall be submitted for each contract (lot) separately. The basis for evaluation of lots is specified in BDS Clause 27.3.

28. Post Qualification

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

28.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS. Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the Bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

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

28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to ITB Clause 30.3.
28.5. A negative determination shall result in rejection of the Bidder’s bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid, with a fresh period to make a similar determination of that Bidder’s capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation of contract award.

28.6. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

28.7. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the Bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

29. **Reservation Clause**

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

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

(a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of the Procuring Entity, or between the BAC and any of the Bidders, or if the collusion is between or among the Bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

(b) If the Procuring Entity’s BAC is found to have failed in following the prescribed bidding procedures; or
(c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:

(i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;

(ii) If the project is no longer necessary as determined by the HoPE; and

(iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

(a) No bids are received;

(b) All prospective Bidders are declared ineligible;

(c) All bids fail to comply with all the bid requirements, fail post-qualification; or

(d) The Bidder with the LCRB refuses, without justifiable cause, to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

F. Award of Contract

30. Contract Award

30.1. Subject to ITB Clause 28, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB.

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

30.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:

(a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:

(i) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder; or
(ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders when the Treaty or International or Executive Agreement expressly allows submission of the PCAB license and registration for the type and cost of the contract to be bid as a pre-condition to the Award;

(b) Posting of the performance security in accordance with ITB Clause 32;

(c) Signing of the contract as provided in ITB Clause 31; and

(d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.

31. **Signing of the Contract**

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

31.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to the Procuring Entity.

31.3. The Procuring Entity shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

31.4. The following documents shall form part of the contract:

(a) Contract Agreement;

(b) Bidding Documents;

(c) Winning Bidder’s bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;

(d) Performance Security;

(e) Notice of Award of Contract; and

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

32. **Performance Security**

32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum
32.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount not less than the percentage of the total contract price in accordance with the following schedule:

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

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

33. Notice to Proceed

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

Decision of the procuring entity at any stage of the procurement process may be questioned in accordance with Sections 55 of the IRR of RA 9184.
Section III. Bid Data Sheet
## Bid Data Sheet

<table>
<thead>
<tr>
<th>ITB Clause</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>The Procuring Entity is Clark International Airport Corporation. The name of the Contract is Pavement Rehabilitation Works at the Airfield for CIAC.</td>
</tr>
<tr>
<td>2</td>
<td>The Funding Source is: The Government of the Philippines (GOP), through BCDA Corporate Budget for CY 2017, in the amount of <strong>TWO HUNDRED FORTY EIGHT MILLION PESOS (PHP 248,000,000.00)</strong>. The name of the Project is Pavement Rehabilitation Works at the Airfield for CIAC.</td>
</tr>
<tr>
<td>3.1</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>5.1</td>
<td>No further instructions.</td>
</tr>
<tr>
<td>5.2</td>
<td>Bidding is restricted to eligible bidders as defined in ITB Clause 5.1.</td>
</tr>
<tr>
<td>5.4(a)</td>
<td>The Bidder must have completed, within ten (10) years prior to the deadline for the Submission and Opening of Bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</td>
</tr>
<tr>
<td>5.4(b)</td>
<td>Similar means: Horizontal works with the same scope of works. Listed below are:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>WORK DESCRIPTION</th>
<th>DURATION</th>
<th>AMOUNT (PHP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Pavement Rehabilitation Works at Main Ramp</td>
<td>60 cd</td>
<td>14,000,000.00</td>
</tr>
<tr>
<td>b.</td>
<td>Pavement Rehabilitation Works at North Ramp</td>
<td>60 cd</td>
<td>15,000,000.00</td>
</tr>
<tr>
<td>c.</td>
<td>Pavement Rehabilitation Works at Taxiway F2</td>
<td>90 cd</td>
<td>20,000,000.00</td>
</tr>
<tr>
<td>d.</td>
<td>Pavement Rehabilitation Works at Taxiway F3</td>
<td>60 cd</td>
<td>23,000,000.00</td>
</tr>
<tr>
<td>e.</td>
<td>Pavement Rehabilitation Works at Taxiway F5</td>
<td>90 cd</td>
<td>44,000,000.00</td>
</tr>
<tr>
<td>f.</td>
<td>Pavement Rehabilitation Works at Taxiway F7</td>
<td>100 cd</td>
<td>32,000,000.00</td>
</tr>
<tr>
<td>g.</td>
<td>Pavement Rehabilitation Works at Taxiway D between F7 to F8</td>
<td>90 cd</td>
<td>30,000,000.00</td>
</tr>
<tr>
<td>h.</td>
<td>Pavement Rehabilitation Works at J-Ramp and Taxiway F6</td>
<td>100 cd</td>
<td>70,000,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>248,000,000.00</strong></td>
</tr>
</tbody>
</table>

8.1 Subcontracting is not allowed.  
8.2 Not applicable.
9.1 The Procuring Entity will hold a pre-bid conference for this Project on 31 March 2017, Friday, 8:00AM at the CIAC Board Room, Corporate Office Building, Clark Civil Aviation Complex, Clark Freeport Zone.

10.1 The Procuring Entity’s address is:

CIAC Annex Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga
c/o ATTY. ANA MARIA R. SUBA
Manager, BAC Secretariat
Tel No.: [+6345] 599-2888 local 183;
Fax No.: [+6345] 599-2888 local 181
email address: bacsecretariat@clarkairport.com

10.4 No further instructions.

12.1 No further instructions.

12.1(a)(iii) Valid PCAB license and registration with at least Category AA, GE-1, size range of large A.

12.1(b)(ii.2) The minimum work experience requirements for key personnel are the following:

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>General Experience</th>
<th>Relevant Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>Five (5) years</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>Five (5) years</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Material Engineer</td>
<td>Five (5) years</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Safety Engineer</td>
<td>Five (5) years</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Surveyor</td>
<td>Five (5) years</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Surveyor’s Aide</td>
<td>Five (5) years</td>
<td>Five (5) years</td>
</tr>
<tr>
<td>Foreman</td>
<td>Five (5) years</td>
<td>Five (5) years</td>
</tr>
</tbody>
</table>

12.1(b)(ii.3) The minimum major equipment requirements are the following:

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Capacity</th>
<th>Number of Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asphalt Distributor</td>
<td>10ft. wide (5 tons)</td>
<td>3</td>
</tr>
<tr>
<td>Power Broom and Blower</td>
<td>2.0m wide</td>
<td>3</td>
</tr>
<tr>
<td>Asphalt Paver Finisher</td>
<td>80Hp</td>
<td>3</td>
</tr>
<tr>
<td>Asphalt Rotomilling Truck</td>
<td>1-meter width capacity</td>
<td>2</td>
</tr>
<tr>
<td>Dump Truck</td>
<td>10 cu.m.</td>
<td>10</td>
</tr>
<tr>
<td>Pneumatic Tire Roller</td>
<td>10MT</td>
<td>4</td>
</tr>
<tr>
<td>Tandem Steel Roller</td>
<td>10.1MT, CC421</td>
<td>4</td>
</tr>
<tr>
<td>Water Truck</td>
<td>1000 gal.</td>
<td>2</td>
</tr>
<tr>
<td>Vibratory roller</td>
<td>10MT, SP56</td>
<td>4</td>
</tr>
<tr>
<td>Concrete Screeder or equivalent concrete paver</td>
<td>5.5Hp</td>
<td>2</td>
</tr>
<tr>
<td>Back hoe with breaker</td>
<td>0.80 cu.m.</td>
<td>2</td>
</tr>
<tr>
<td>Payloader</td>
<td>1.50cu.m., LX80-2C</td>
<td>2</td>
</tr>
<tr>
<td>Grader</td>
<td>G710A</td>
<td>2</td>
</tr>
<tr>
<td>Bar cutter</td>
<td>Single phase</td>
<td>2</td>
</tr>
<tr>
<td>Concrete cutter</td>
<td>7.5hp</td>
<td>4</td>
</tr>
<tr>
<td>Concrete Vibrator</td>
<td>7.5hp</td>
<td>4</td>
</tr>
<tr>
<td>Service Vehicle</td>
<td>Max gross wt. capacity</td>
<td>3</td>
</tr>
<tr>
<td>13.1</td>
<td>No additional requirements.</td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>13.1(b)</td>
<td>This shall include all of the following documents:</td>
<td></td>
</tr>
<tr>
<td>13.1(b)</td>
<td>1) Bid prices in the Bill of Quantities (BOQ). Please refer to the attached form;</td>
<td></td>
</tr>
<tr>
<td>13.1(b)</td>
<td>2) Detailed estimates, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid. Please refer to the attached form.; and</td>
<td></td>
</tr>
<tr>
<td>13.1(b)</td>
<td>3) Cash flow by monthly or payment schedule of the project by the prospective bidder.</td>
<td></td>
</tr>
<tr>
<td>13.2</td>
<td>The ABC is <strong>TWO HUNDRED FORTY EIGHT MILLION PESOS (PHP 248,000,000.00)</strong>. Any bid with a financial component exceeding this amount shall not be accepted.</td>
<td></td>
</tr>
<tr>
<td>14.2</td>
<td>No further instruction.</td>
<td></td>
</tr>
<tr>
<td>15.4</td>
<td>No further instruction.</td>
<td></td>
</tr>
<tr>
<td>16.1</td>
<td>The bid prices shall be quoted in Philippine Pesos.</td>
<td></td>
</tr>
<tr>
<td>16.3</td>
<td>No further instructions.</td>
<td></td>
</tr>
<tr>
<td>17.1</td>
<td>Bids will be valid until One Hundred Twenty (120) Calendar Days from the bid opening date.</td>
<td></td>
</tr>
<tr>
<td>18.1</td>
<td>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</td>
<td></td>
</tr>
<tr>
<td>18.1</td>
<td>1. The amount of not less than <strong>FOUR MILLION NINE HUNDRED SIXTY THOUSAND PESOS (Php4,960,000.00)</strong>, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit;</td>
<td></td>
</tr>
<tr>
<td>18.1</td>
<td>2. The amount of not less than <strong>TWELVE MILLION FOUR HUNDRED THOUSAND PESOS (Php12,400,000.00)</strong> if bid security is in Surety Bond.</td>
<td></td>
</tr>
<tr>
<td>18.2</td>
<td>Bids will be valid until One Hundred Twenty (120) Calendar Days from the bid opening date.</td>
<td></td>
</tr>
<tr>
<td>20.3</td>
<td>Each Bidder shall submit One (1) original and two (2) copies of the first and second components of its bid.</td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>---------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>The address for submission of bids is:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clark International Airport Corporation (CIAC)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Records Management Office</td>
<td></td>
</tr>
<tr>
<td></td>
<td>CIAC Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The deadline for submission of bids is 12 April 2017, 8:15AM.</td>
<td></td>
</tr>
<tr>
<td>24.1</td>
<td>The place of bid opening is at the CIAC Board Room, Civil Aviation Complex, Clark Freeport Zone, Pampanga.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date and Time of Bid Opening is 12 April 2017, 8:30AM.</td>
<td></td>
</tr>
<tr>
<td>24.2</td>
<td>No further instructions.</td>
<td></td>
</tr>
<tr>
<td>24.3</td>
<td>No further instructions.</td>
<td></td>
</tr>
<tr>
<td>27.3</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>27.4</td>
<td>Bid modification is not allowed.</td>
<td></td>
</tr>
<tr>
<td>28.2</td>
<td><strong>Only tax returns filed and taxes paid through the BIR Electronic Filing and Payment System (EFPS) shall be accepted.</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>The Bidder shall submit Certified True Copy of the following documents filed using the Electronic Filing and Payment System (EFPS):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. <strong>INCOME TAX RETURN</strong> - refer to the latest ITR (BIR Form No. 1702 for Corporation and Partnership) for the Calendar/Fiscal Year 2015; and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. <strong>BUSINESS TAX RETURNS</strong> - refers to the:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b.1 Value Added Tax Return (Monthly-BIR Form No. 2550-M; Quarterly-BIR Form No. 2550-Q);</td>
<td></td>
</tr>
<tr>
<td></td>
<td>b.2 Percentage Tax Returns (BIR Form No.2551-M) covering the previous six (6) months immediately preceding the date of submission and opening of bids.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>NOTE</strong>: The latest income and business tax returns are those within the last six months preceding the date of bid submission.</td>
<td></td>
</tr>
</tbody>
</table>
### 31.4(f)

**Additional documents:**

1. Notarized Affidavit of Site Inspection;
2. Bar Chart, S-Curve and PERT-CPM;
3. Construction methodology.
Section IV. General Conditions of Contract
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1. Definitions

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

1.1. The **Arbiter** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC Clause 21.

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

1.3. The **Completion Date** is the date of completion of the Works as certified by the Procuring Entity’s Representative, in accordance with GCC Clause 49.

1.4. The **Contract** is the contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works.

1.5. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.

1.6. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Procuring Entity to the Contractor for the execution of the Works in accordance with this Contract.

1.7. **Contract Time Extension** is the allowable period for the Contractor to complete the Works in addition to the original Completion Date stated in this Contract.

1.8. The **Contractor** is the juridical entity whose proposal has been accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded.

1.9. The **Contractor’s Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.

1.10. **Days** are calendar days; months are calendar months.

1.11. **Dayworks** are varied work inputs subject to payment on a time basis for the Contractor’s employees and Equipment, in addition to payments for associated Materials and Plant.

1.12. A **Defect** is any part of the Works not completed in accordance with the Contract.

1.13. The **Defects Liability Certificate** is the certificate issued by Procuring Entity’s Representative upon correction of defects by the Contractor.

1.14. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
1.15 **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.

1.16 **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.

1.17 The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity’s Representative by issuing an extension of time or an acceleration order.

1.18 **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

1.19 The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity’s Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.

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

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

1.22 The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the SCC.

1.23 The **Procuring Entity’s Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.

1.24 The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity’s Representative as forming part of the Site.

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

1.26 **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
1.27 **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.

1.28 The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

1.29 A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.

1.30 **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.

1.31 **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity’s Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

### 2. Interpretation

2.1. In interpreting the Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Contract unless specifically defined. The Procuring Entity’s Representative will provide instructions clarifying queries about the Conditions of Contract.

2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3. The documents forming this Contract shall be interpreted in the following order of priority:

a) Contract Agreement;

b) Bid Data Sheet;

c) Instructions to Bidders;

d) Addenda to the Bidding Documents;

e) Special Conditions of Contract;

f) General Conditions of Contract;
g) Specifications;

h) Bill of Quantities; and

i) Drawings.

3. **Governing Language and Law**

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

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

4. **Communications**

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

5. **Possession of Site**

5.1. On the date specified in the SCC, the Procuring Entity shall grant the Contractor possession of so much of the Site as may be required to enable it to proceed with the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity’s Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

5.2. If possession of a portion is not given by the date stated in the SCC Clause 5.1, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay shall be in accordance with GCC Clause 47.

5.3. The Contractor shall bear all costs and charges for special or temporary right-of-way required by it in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required by it for purposes of the Works.

5.4. The Contractor shall allow the Procuring Entity’s Representative and any person authorized by the Procuring Entity’s Representative access to the Site and to any place where work in connection with this Contract is being carried out or is intended to be carried out.
6. **The Contractor’s Obligations**

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

6.2. The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Work submitted by the Contractor, as updated with the approval of the Procuring Entity’s Representative, and complete them by the Intended Completion Date.

6.3. The Contractor shall be responsible for the safety of all activities on the Site.

6.4. The Contractor shall carry out all instructions of the Procuring Entity’s Representative that comply with the applicable laws where the Site is located.

6.5. The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the SCC, to carry out the supervision of the Works. The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

6.6. If the Procuring Entity’s Representative asks the Contractor to remove a member of the Contractor’s staff or work force, for justifiable cause, the Contractor shall ensure that the person leaves the Site within seven (7) days and has no further connection with the Work in this Contract.

6.7. During Contract implementation, the Contractor and his subcontractors shall abide at all times by all labor laws, including child labor related enactments, and other relevant rules.

6.8. The Contractor shall submit to the Procuring Entity for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.

6.9. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the schedule of other contractors particularly when they shall require access to the Site. The Contractor shall also provide facilities and services for them during this period. The Procuring Entity may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.

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

7.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in ITB Clause 32.2.

7.2. The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the Contractor is in default in any of its obligations under the Contract.

7.3. The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

7.4. The performance security may be released by the Procuring Entity and returned to the Contractor after the issuance of the Certificate of Final Acceptance subject to the following conditions:

   (a) There are no pending claims against the Contractor or the surety company filed by the Procuring Entity;

   (b) The Contractor has no pending claims for labor and materials filed against it; and

   (c) Other terms specified in the SCC.

7.5. The Contractor shall post an additional performance security following the amount and form specified in ITB Clause 32.2 to cover any cumulative increase of more than ten percent (10%) over the original value of the contract as a result of amendments to order or change orders, extra work orders and supplemental agreements, as the case may be. The Contractor shall cause the extension of the validity of the performance security to cover approved contract time extensions.

7.6. In case of a reduction in the contract value or for partially completed Works under the contract which are usable and accepted by the Procuring Entity the use of which, in the judgment of the implementing agency or the Procuring Entity, will not affect the structural integrity of the entire project, the Procuring Entity shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

7.7. Unless otherwise indicated in the SCC, the Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to Act 3688 against any subcontractor they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.
8. **Subcontracting**

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

8.2. Subcontracting of any portion of the Works does not relieve the Contractor of any liability or obligation under this Contract. The Contractor will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Contractor’s own acts, defaults, or negligence, or those of its agents, servants or workmen.

8.3. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by any Procuring Entity to be ineligible, the subcontracting of such portion of the Works shall be disallowed.

9. **Liquidated Damages**

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

9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

10. **Site Investigation Reports**

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

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

The Procuring Entity shall, if requested by the Contractor, assist him in applying for permits, licenses or approvals, which are required for the Works.
12. **Contractor’s Risk and Warranty Security**

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

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

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

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

(a) Contractor – Where Structural Defects/Failures arise due to faults attributable to improper construction, use of inferior quality/substandard materials, and any violation of the contract plans and specifications, the contractor shall be held liable;

(b) Consultants – Where Structural Defects/Failures arise due to faulty and/or inadequate design and specifications as well as construction supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;

(c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes
to noted defects or deficiencies in the design and/or specifications; and
the use of substandard construction materials in the project;

(d) Third Parties - Third Parties shall be held liable in cases where
Structural Defects/Failures are caused by work undertaken by them
such as leaking pipes, diggings or excavations, underground cables and
electrical wires, underground tunnel, mining shaft and the like, in
which case the applicable warranty to such structure should be levied
to third parties for their construction or restoration works.

(e) Users - In cases where Structural Defects/Failures are due to
abuse/misuse by the end user of the constructed facility and/or non–
compliance by a user with the technical design limits and/or intended
purpose of the same, then the user concerned shall be held liable.

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

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

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

12.7. The warranty security shall be stated in Philippine Pesos and shall remain
effective for one year from the date of issuance of the Certificate of Final
Acceptance by the Procuring Entity, and returned only after the lapse of said one year period.
12.8. In case of structural defects/failure occurring during the applicable warranty period provided in GCC Clause 12.5, the Procuring Entity shall undertake the necessary restoration or reconstruction works and shall be entitled to full reimbursement by the parties found to be liable for expenses incurred therein upon demand, without prejudice to the filing of appropriate administrative, civil, and/or criminal charges against the responsible persons as well as the forfeiture of the warranty security posted in favor of the Procuring Entity.

13. **Liability of the Contractor**

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

14. **Procuring Entity’s Risk**

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

(a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:

   (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or

   (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity’s design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

15. **Insurance**

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

(a) Contractor’s All Risk Insurance;

(b) Transportation to the project Site of Equipment, Machinery, and Supplies owned by the Contractor;

(c) Personal injury or death of Contractor’s employees; and

(d) Comprehensive insurance for third party liability to Contractor’s direct or indirect act or omission causing damage to third persons.

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

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

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

15.4. If the Contractor fails to obtain and keep in force the insurances referred to herein or any other insurance which he may be required to obtain under the terms of this Contract, the Procuring Entity may obtain and keep in force any such insurances and pay such premiums as may be necessary for the purpose. From time to time, the Procuring Entity may deduct the amount it shall pay for said premiums including twenty five percent (25%) therein from any monies due, or which may become due, to the Contractor, without prejudice to the Procuring Entity exercising its right to impose other sanctions against the Contractor pursuant to the provisions of this Contract.

15.5. In the event the Contractor fails to observe the above safeguards, the Procuring Entity may, at the Contractor’s expense, take whatever measure is deemed necessary for its protection and that of the Contractor’s personnel and third parties, and/or order the interruption of dangerous Works. In addition, the Procuring Entity may refuse to make the payments under GCC Clause 40 until the Contractor complies with this Clause.

15.6. The Contractor shall immediately replace the insurance policy obtained as required in this Contract, without need of the Procuring Entity’s demand, with a new policy issued by a new insurance company acceptable to the Procuring Entity for any of the following grounds:

(a) The issuer of the insurance policy to be replaced has:
   (i) become bankrupt;
   (ii) been placed under receivership or under a management committee;
   (iii) been sued for suspension of payment; or
   (iv) been suspended by the Insurance Commission and its license to engage in business or its authority to issue insurance policies cancelled; or
(v) Where reasonable grounds exist that the insurer may not be able, fully and promptly, to fulfill its obligation under the insurance policy.

16. Termination for Default of Contractor

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

(i) Due to the Contractor’s fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more in accordance with Presidential Decree 1870, regardless of whether or not previous warnings and notices have been issued for the Contractor to improve his performance;

(ii) Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or

(iii) The Contractor:

   (i) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;

   (ii) does not actually have on the project Site the minimum essential equipment listed on the bid necessary to prosecute the Works in accordance with the approved Program of Work and equipment deployment schedule as required for the project;

   (iii) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;

   (iv) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or

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

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

17. Termination for Default of Procuring Entity

The Contractor may terminate this Contract with the Procuring Entity if the works are completely stopped for a continuous period of at least sixty (60) calendar days through no fault of its own, due to any of the following reasons:
(a) Failure of the Procuring Entity to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of this Contract; or

(b) The prosecution of the Work is disrupted by the adverse peace and order situation, as certified by the Armed Forces of the Philippines Provincial Commander and approved by the Secretary of National Defense.

18. Termination for Other Causes

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

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

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

(a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;

(b) The Procuring Entity’s Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;

(c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;

(d) A payment certified by the Procuring Entity’s Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity’s Representative’s certificate;

(e) The Procuring Entity’s Representative gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Procuring Entity’s Representative;
(f) The Contractor does not maintain a Security, which is required;

(g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as defined in the GCC Clause 9; and

(h) In case it is determined prima facie by the Procuring Entity that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to, the following:

(i) corrupt, fraudulent, collusive, coercive, and obstructive practices as defined in ITB Clause 3.1(a), unless otherwise specified in the SCC;

(ii) drawing up or using forged documents;

(iii) using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

(iv) any other act analogous to the foregoing.

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

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

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

19. Procedures for Termination of Contracts

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

(a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Procuring Entity shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;

(b) Upon recommendation by the Procuring Entity, the HoPE shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
(i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;

(ii) the extent of termination, whether in whole or in part;

(iii) an instruction to the Contractor to show cause as to why this Contract should not be terminated; and

(iv) special instructions of the Procuring Entity, if any.

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

(c) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Contractor shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract;

(d) The Procuring Entity may, at any time before receipt of the Contractor’s verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor’s receipt of the notice;

(e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and

(f) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

19.2. Pursuant to Section 69(f) of RA 9184 and without prejudice to the imposition of additional administrative sanctions as the internal rules of the agency may provide and/or further criminal prosecution as provided by applicable laws, the procuring entity shall impose on contractors after the termination of the contract the penalty of suspension for one (1) year for the first offense, suspension for two (2) years for the second offense from participating in the public bidding process, for violations committed during the contract implementation stage, which include but not limited to the following:
(a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed (“NTP”); 

(b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:

(i) Employment of competent technical personnel, competent engineers and/or work supervisors;

(ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions;

(iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions;

(iv) Deployment of committed equipment, facilities, support staff and manpower; and

(v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation.

(c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the procuring entity.

(d) Poor performance by the contractor or unsatisfactory quality and/or progress of work arising from his fault or negligence as reflected in the Constructor's Performance Evaluation System (“CPES”) rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the procuring entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance:

(i) Negative slippage of 15% and above within the critical path of the project due entirely to the fault or negligence of the contractor; and

(ii) Quality of materials and workmanship not complying with the approved specifications arising from the contractor's fault or negligence.
(e) Willful or deliberate abandonment or non-performance of the project or contract by the contractor resulting to substantial breach thereof without lawful and/or just cause.

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

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

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

20.2. If this Contract is discontinued by an outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Procuring Entity’s Representative shall certify that this Contract has been discontinued. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all works carried out before receiving it and for any Work carried out afterwards to which a commitment was made.

20.3. If the event continues for a period of eighty four (84) days, either party may then give notice of termination, which shall take effect twenty eight (28) days after the giving of the notice.

20.4. After termination, the Contractor shall be entitled to payment of the unpaid balance of the value of the Works executed and of the materials and Plant reasonably delivered to the Site, adjusted by the following:

(a) any sum to which the Contractor is entitled under GCC Clause 28;

(b) the cost of his suspension and demobilization;

(c) any sum to which the Procuring Entity is entitled.

20.5. The net balance due shall be paid or repaid within a reasonable time period from the time of the notice of termination.

21. **Resolution of Disputes**

21.1. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract covered by the Act and this IRR, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

21.2. If the Contractor believes that a decision taken by the Procuring Entity’s Representative was either outside the authority given to the Procuring Entity’s
Representative by this Contract or that the decision was wrongly taken, the decision shall be referred to the Arbiter indicated in the SCC within fourteen (14) days of the notification of the Procuring Entity’s Representative’s decision.

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

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

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

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

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

23. Procuring Entity’s Representative’s Decisions

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

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

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

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

24.2. The Contractor shall be responsible for design of Temporary Works.
24.3. The Procuring Entity’s Representative’s approval shall not alter the Contractor’s responsibility for design of the Temporary Works.

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

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

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

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

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

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

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

27. **Right to Vary**

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

27.2. Variations shall be valued as follows:

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

(b) where appropriate, at rates in this Contract;

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

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

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

29. **Dayworks**

29.1. Subject to GCC Clause 43 on Variation Order, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor’s bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

29.2. All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Procuring Entity’s Representative. Each completed form shall be verified and signed by the Procuring Entity’s Representative within two days of the work being done.

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

30. **Early Warning**

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

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

31. **Program of Work**

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

31.2. An update of the Program of Work shall show the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
31.3. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

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

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

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

32. Management Conferences

32.1. Either the Procuring Entity’s Representative or the Contractor may require the other to attend a Management Conference. The Management Conference shall review the plans for remaining work and deal with matters raised in accordance with the early warning procedure.

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

33. Bill of Quantities

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

33.2. The Bill of Quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

33.3. If the final quantity of any work done differs from the quantity in the Bill of Quantities for the particular item and is not more than twenty five percent (25%) of the original quantity, provided the aggregate changes for all items do not exceed ten percent (10%) of the Contract price, the Procuring Entity’s Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
33.4. If requested by the Procuring Entity’s Representative, the Contractor shall provide the Procuring Entity’s Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

34. Instructions, Inspections and Audits

34.1. The Procuring Entity’s personnel shall at all reasonable times during construction of the Work be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of the construction.

34.2. If the Procuring Entity’s Representative instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no defect, the test shall be a Compensation Event.

34.3. The Contractor shall permit the Funding Source named in the SCC to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the Funding Source, if so required by the Funding Source.

35. Identifying Defects

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

36. Cost of Repairs

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

37. Correction of Defects

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

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

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

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

38. **Uncorrected Defects**

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

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

39. **Advance Payment**

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

39.2. The advance payment shall be made only upon the submission to and acceptance by the Procuring Entity of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by the Procuring Entity.

39.3. The advance payment shall be repaid by the Contractor by an amount equal to the percentage of the total contract price used for the advance payment.

39.4. The contractor may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the advance payment.

39.5. The Procuring Entity will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the maximum amount stated in SCC Clause 39.1.

40. **Progress Payments**

40.1. The Contractor may submit a request for payment for Work accomplished. Such request for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:
(a) Cumulative value of the work previously certified and paid for.

(b) Portion of the advance payment to be recouped for the month.

(c) Retention money in accordance with the condition of contract.

(d) Amount to cover third party liabilities.

(e) Amount to cover uncorrected discovered defects in the works.

40.3. Payments shall be adjusted by deducting therefrom the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity’s Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.

40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least twenty percent (20%) of the work has been accomplished as certified by the Procuring Entity’s Representative.

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

41. **Payment Certificates**

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

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

41.3. The value of Work executed shall:

   (a) be determined by the Procuring Entity’s Representative;

   (b) comprise the value of the quantities of the items in the Bill of Quantities completed; and

   (c) include the valuations of approved variations.

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

42. **Retention**

42.1. The Procuring Entity shall retain from each payment due to the Contractor an amount equal to a percentage thereof using the rate as specified in GCC Sub-Clause 42.2.
42.2. Progress payments are subject to retention of ten percent (10%), referred to as the “retention money.” Such retention shall be based on the total amount due to the Contractor prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of Works, as determined by the Procuring Entity, are completed. If, after fifty percent (50%) completion, the Work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall again be imposed using the rate specified therefor.

42.3. The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callble on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, i.e., to cover uncorrected discovered defects and third party liabilities.

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

43. Variation Orders

43.1. Variation Orders may be issued by the Procuring Entity to cover any increase/decrease in quantities, including the introduction of new work items that are not included in the original contract or reclassification of work items that are either due to change of plans, design or alignment to suit actual field conditions resulting in disparity between the preconstruction plans used for purposes of bidding and the “as staked plans” or construction drawings prepared after a joint survey by the Contractor and the Procuring Entity after award of the contract, provided that the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. The addition/deletion of Works should be within the general scope of the project as bid and awarded. The scope of works shall not be reduced so as to accommodate a positive Variation Order. A Variation Order may either be in the form of a Change Order or Extra Work Order.

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

43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract,
or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.

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

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

(a) If the Procuring Entity’s representative/Project Engineer believes that a Change Order or Extra Work Order should be issued, he shall prepare the proposed Order accompanied with the notices submitted by the Contractor, the plans therefore, his computations as to the quantities of the additional works involved per item indicating the specific stations where such works are needed, the date of his inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Change Order or Extra Work Order, and shall submit the same to the HoPE for approval.

(b) The HoPE or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the appropriate technical staff or office of the Procuring Entity to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted and to review the proposed plan, and prices of the work involved.

(c) The technical staff or appropriate office of the Procuring Entity shall submit a report of their findings and recommendations, together with the supporting documents, to the Head of Procuring Entity or his duly authorized representative for consideration.

(d) The HoPE or his duly authorized representative, acting upon the recommendation of the technical staff or appropriate office, shall approve the Change Order or Extra Work Order after being satisfied that the same is justified, necessary, and in order.
(e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Procuring Entity concerned shall not exceed thirty (30) calendar days.

44. Contract Completion

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

45. Suspension of Work

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

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

(a) There exist right-of-way problems which prohibit the Contractor from performing work in accordance with the approved construction schedule.

(b) Requisite construction plans which must be owner-furnished are not issued to the contractor precluding any work called for by such plans.

(c) Peace and order conditions make it extremely dangerous, if not possible, to work. However, this condition must be certified in writing by the Philippine National Police (PNP) station which has responsibility over the affected area and confirmed by the Department of Interior and Local Government (DILG) Regional Director.

(d) There is failure on the part of the Procuring Entity to deliver government-furnished materials and equipment as stipulated in the contract.

(e) Delay in the payment of Contractor’s claim for progress billing beyond forty-five (45) calendar days from the time the Contractor’s claim has been certified to by the procuring entity’s authorized representative
that the documents are complete unless there are justifiable reasons thereof which shall be communicated in writing to the Contractor.

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

46. **Payment on Termination**

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

46.2. If the Contract is terminated for the Procuring Entity’s convenience or because of a fundamental breach of Contract by the Procuring Entity, the Procuring Entity’s Representative shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor’s personnel employed solely on the Works, and the Contractor’s costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

46.3. The net balance due shall be paid or repaid within twenty eight (28) days from the notice of termination.

46.4. If the Contractor has terminated the Contract under GCC Clauses 17 or 18, the Procuring Entity shall promptly return the Performance Security to the Contractor.

47. **Extension of Contract Time**

47.1. Should the amount of additional work of any kind or other special circumstances of any kind whatsoever occur such as to fairly entitle the contractor to an extension of contract time, the Procuring Entity shall determine the amount of such extension; provided that the Procuring Entity is not bound to take into account any claim for an extension of time unless the Contractor has, prior to the expiration of the contract time and within thirty (30) calendar days after such work has been commenced or after the circumstances leading to such claim have arisen, delivered to the Procuring Entity notices in order that it could have investigated them at that time. Failure to provide such notice shall constitute a waiver by the Contractor of any claim. Upon receipt of full and detailed particulars, the Procuring Entity shall examine the facts and extent of the delay and shall extend the contract time completing the contract work when, in the Procuring Entity’s opinion, the findings of facts justify an extension.
47.2. No extension of contract time shall be granted the Contractor due to (a) ordinary unfavorable weather conditions and (b) inexcusable failure or negligence of Contractor to provide the required equipment, supplies or materials.

47.3. Extension of contract time may be granted only when the affected activities fall within the critical path of the PERT/CPM network.

47.4. No extension of contract time shall be granted when the reason given to support the request for extension was already considered in the determination of the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection.

47.5. Extension of contract time shall be granted for rainy/unworkable days considered unfavorable for the prosecution of the works at the site, based on the actual conditions obtained at the site, in excess of the number of rainy/unworkable days pre-determined by the Procuring Entity in relation to the original contract time during the conduct of detailed engineering and in the preparation of the contract documents as agreed upon by the parties before contract perfection, and/or for equivalent period of delay due to major calamities such as exceptionally destructive typhoons, floods and earthquakes, and epidemics, and for causes such as non-delivery on time of materials, working drawings, or written information to be furnished by the Procuring Entity, non-acquisition of permit to enter private properties or non-execution of deed of sale or donation within the right-of-way resulting in complete paralysis of construction activities, and other meritorious causes as determined by the Procuring Entity’s Representative and approved by the HoPE. Shortage of construction materials, general labor strikes, and peace and order problems that disrupt construction operations through no fault of the Contractor may be considered as additional grounds for extension of contract time provided they are publicly felt and certified by appropriate government agencies such as DTI, DOLE, DILG, and DND, among others. The written consent of bondsmen must be attached to any request of the Contractor for extension of contract time and submitted to the Procuring Entity for consideration and the validity of the Performance Security shall be correspondingly extended.

48. Price Adjustment

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

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

50. **Taking Over**

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

51. **Operating and Maintenance Manuals**

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

51.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC, or they do not receive the Procuring Entity’s Representative’s approval, the Procuring Entity’s Representative shall withhold the amount stated in the SCC from payments due to the Contractor.
Section V. Special Conditions of Contract
Special Conditions of Contract

<table>
<thead>
<tr>
<th>GCC Clause</th>
<th>Details</th>
</tr>
</thead>
</table>
| 1.17       | The **Intended Completion Date** is One hundred (100) calendar days.  
**NOTE:** The contract duration shall be reckoned from the start date and not from contract effectivity date. |
| 1.22       | The **Procuring Entity** is Clark International Airport Corporation, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga 2023 Philippines |
| 1.23       | The **Procuring Entity’s Representative** is:  
**Arch. Federico G. Garcia Jr.**  
OIC, Engineering & Maintenance Dept.  
Clark International Airport Corporation, Corporate Office Building, Civil Aviation Complex, Clark Freeport Zone, Pampanga 2023 Philippines |
| 1.24       | The **Site** is located at Clark International Airport Corporation, Civil Aviation Complex, Clark Freeport Zone, Pampanga 2023 Philippines and is defined in the attached drawings. |
| 1.28       | The **Start Date** as stated in the *notice to proceed.* |
| 1.31       | The **Work** consist of furnishing all materials, labor, equipment, supplies and all other items necessary to complete the Pavement Rehabilitation Works at the Airfield. |
| 2.2        | The sectional completion dates are as follow:  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>WORK DESCRIPTION</th>
<th>DURATION (Calendar Days)</th>
<th>AMOUNT (PHP)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Pavement Rehabilitation Works at Main Ramp</td>
<td>60 cd</td>
<td>14,000,000.00</td>
</tr>
<tr>
<td>b.</td>
<td>Pavement Rehabilitation Works at North Ramp</td>
<td>60 cd</td>
<td>15,000,000.00</td>
</tr>
<tr>
<td>c.</td>
<td>Pavement Rehabilitation Works at Taxiway F2</td>
<td>90 cd</td>
<td>20,000,000.00</td>
</tr>
<tr>
<td>d.</td>
<td>Pavement Rehabilitation Works at Taxiway F3</td>
<td>60 cd</td>
<td>23,000,000.00</td>
</tr>
<tr>
<td>e.</td>
<td>Pavement Rehabilitation Works at Taxiway F5</td>
<td>90 cd</td>
<td>44,000,000.00</td>
</tr>
<tr>
<td>f.</td>
<td>Pavement Rehabilitation Works at Taxiway F7</td>
<td>100 cd</td>
<td>32,000,000.00</td>
</tr>
<tr>
<td>g.</td>
<td>Pavement Rehabilitation Works at Taxiway D between F7 to F8</td>
<td>90 cd</td>
<td>30,000,000.00</td>
</tr>
<tr>
<td>h.</td>
<td>PAVEMENT REHABILITATION Works at J-Ramp and Taxiway F6</td>
<td>100 cd</td>
<td>70,000,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>248,000,000.00</strong></td>
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</tbody>
</table>

All works shall be completed in accordance with the timeline stated opposite the project title within four (4) calendar days from receipt of Notice to Proceed.
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.1</td>
<td>The <strong>Procuring Entity</strong> shall give possession of all parts of the Site to the Contractor within four (4) calendar days from receipt of <em>Notice to Proceed</em>.</td>
</tr>
</tbody>
</table>
| 6.5     | The Contractor shall employ the following **Key Personnel**:  
  a) Project Manager  
  b) Project Engineer  
  c) Material Engineer (Material Engineer II as per DPWH Standard)  
  d) Survey/Quantity Engineer  
  e) Surveyor  
  f) Safety Engineer  
  g) Surveyor's Aide  

**NOTE:** The names of the Key Personnel and their designation shall be filled out by winning contractor prior to contract signing. |
| 7.4(c)  | No further instructions |
| 7.7     | No further instructions. |
| 8.1     | No further instructions. |
| 10      | The site investigation reports are:  
  1. Certificate of Site Inspection to be issued by CIAC; and  
  2. Site Inspection Report. |
| 12.3    | No further instructions. |
| 12.5    | Asphalt: Five (5) years from the date of issuance of the Certificate of Acceptance by the CIAC.  
Concrete: Ten (10) years from the date of issuance of the Certificate of Acceptance by the CIAC. |
| 13      | “All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.” |
| 18.3(h)(i) | No further instructions. |
| 21.2    | The Arbiter is: Construction Industry Arbitration Commission  
369, 2nd Floor Executive Center Building, Sen. Gil J. Puyat Avenue corner Makati Avenue, Makati, 1209 Metro Manila, Pilipinas |
| 29.1    | Dayworks are applicable at the rate shown in the Contractor’s Original Bid. |
| 31.1    | The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within five (5) calendar days from receipt of the Notice of Award. |
| 31.3    | The period between Program of Work updates is fifteen (15) calendar days.  
The Program of Work shall be updated and shall be submitted to CIAC for approval. On the first working day of the week following a Bi-Monthly Accomplishment Report indicating a negative slippage. |
The amount to be withheld for late submission of an updated Program of Work is Ten Thousand Pesos (Php10,000.00)

<p>| | |</p>
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<tbody>
<tr>
<td><strong>34.3</strong></td>
<td>The Funding Source is the Government of the Philippines (GOP), through the BCDA Corporate Budget for CY 2017.</td>
</tr>
<tr>
<td><strong>39.1</strong></td>
<td>The maximum amount of the advance payment is fifteen percent (15%) of the actual contract price. Advance payment shall be made in lump sum.</td>
</tr>
<tr>
<td><strong>40.1</strong></td>
<td>Materials and equipment delivered on the site but not completely put in place shall not be included for payment.</td>
</tr>
<tr>
<td><strong>51.1</strong></td>
<td>The date by which “As-Built” drawings are required is upon the request of the contractor for final inspection and acceptance.</td>
</tr>
<tr>
<td><strong>51.2</strong></td>
<td>The final payment shall be withheld for failure to submit the complete set of “As-Built” Drawings.</td>
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</tbody>
</table>
Section VI. Specifications
PAVEMENT REHABILITATION WORKS AT THE AIRFIELD FOR CIAC

INTRODUCTION:

The Philippines will assume the chairmanship for the 50\textsuperscript{TH} ASEAN Summit to be held this coming November 2017 at Clark Freeport Zone, Pampanga. As such, the Philippine Government has partnered with different agencies to create a memorable event that will set the tone for this important year-long commitment.

Clark International Airport (CRK) will serve as the airport of arrival and departure of various Asian leaders with their contingents. In line with this, Clark International Airport Corporation (CIAC) is committed to improve the airfield pavement facilities in preparation for this significant event.

The work consists of furnishing all materials, equipment, labor, supervision, supplies and all other items necessary to complete the project. The Approved Budget for the Contract is Two Hundred Forty Eight Million Pesos (Php248,000,000.00) and shall be completed within the timelines set out above.

SCOPE OF WORKS:

The works to be undertaken shall consist of the supply of all labor, materials, equipment & tools and all other items necessary to complete the construction of the facilities, general requirements, taxiway and ramp improvement and other related works to complete the project as fully described within the contract.

Any matter not provided in the Drawings, Bill of Quantities, Scope of Work and these Specifications shall be determined through consultation between the CIAC Engineer and the Contractor. Drawings and written specifications are mutual and complementary. What is shown in the drawings but not specified in the written specifications or vice versa shall not relieve the contractor of any liability for such omission/s.

Upon the issuance of Notice to Proceed for the project, “As Stake” plan shall be prepared by the Contractor based on the pre-construction survey jointly conducted by the Contractor and CIAC Engineer. The “As Stake” plan shall be a new set of plan depicting the actual field condition and requirements derived from the “As Stake” survey.

Listed herein under are the following work items and scope of works that constitutes the project.

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<td>Roto-milling of Existing Asphalt Pavement (ave. of 2-inch thick per pass @ 3 passes)</td>
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<td>105</td>
<td>Sub-grade Preparation</td>
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<tr>
<td><strong>D-2</strong></td>
<td><strong>Surface Courses</strong></td>
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<tr>
<td>302</td>
<td>Bituminous Tack Coat, SS-1</td>
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<tr>
<td>310</td>
<td>Hot-mixed Asphalt, PG 60/70 @ 50mm thk</td>
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<td><strong>D-3</strong></td>
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<tr>
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<tr>
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<td><strong>105</strong></td>
<td>Sub-grade Preparation</td>
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<tr>
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<td>Surface Courses</td>
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<td><strong>302</strong></td>
<td>Bituminous Tack, SS-1</td>
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<td><strong>F-1.2</strong></td>
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<td>Excavation works</td>
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<td><strong>105</strong></td>
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<tr>
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<td><strong>301</strong></td>
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<tr>
<td><strong>310</strong></td>
<td>Hot-mixed Asphalt, PG 60/70 @ 50mm thk</td>
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<tr>
<td><strong>311</strong></td>
<td>Portland Cement Concrete Pavement (PCCP)</td>
</tr>
<tr>
<td><strong>F-3</strong></td>
<td>Miscellaneous Works</td>
</tr>
<tr>
<td><strong>JIS</strong></td>
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</table>
### PAVEMENT REHABILITATION WORKS AT TAXIWAY F7

#### Earthworks

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<th>Roto-milling of Existing Asphalt Pavement</th>
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<tbody>
<tr>
<td>G-1.2</td>
<td>Removal of Existing Asphalt Pavement</td>
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</table>

#### Excavation works

| 102        | Excavation works                         |

#### Sub-grade Preparation

| 105        | Sub-grade Preparation                     |

#### Crushed Aggregate Base Course

| 202        | Crushed Aggregate Base Course            |

#### Surface Courses

<table>
<thead>
<tr>
<th>301</th>
<th>Bituminous Prime Coat, MC-70</th>
</tr>
</thead>
<tbody>
<tr>
<td>302</td>
<td>Bituminous Tack Coat, SS-1</td>
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<td>310</td>
<td>Hot-mixed Asphalt, PG 60/70 @ 50mm thk</td>
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</table>

#### Miscellaneous Works

<table>
<thead>
<tr>
<th>G-3.1</th>
<th>Repair of Concrete Pavement Cracks using High Strength Cement Mortar &amp; Epoxy</th>
</tr>
</thead>
<tbody>
<tr>
<td>JIS K5665</td>
<td>Re-painting of Affected Pavement Markings using Thermoplastic Paint</td>
</tr>
</tbody>
</table>

#### Repair and Improvement of Open Lined Canal

| G-3.2      | Repair and Improvement of Open Lined Canal |

### PAVEMENT REHABILITATION WORKS AT TAXIWAY D

#### Earthworks

| 102        | Excavation works                         |

<table>
<thead>
<tr>
<th>105</th>
<th>Sub-grade Preparation</th>
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</thead>
<tbody>
<tr>
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<td>Cement Treated Base Course</td>
</tr>
<tr>
<td>101(3)a.3</td>
<td>Removal of PCCP @ 356mm thk</td>
</tr>
<tr>
<td><strong>H-2</strong></td>
<td><strong>Surface Courses</strong></td>
</tr>
<tr>
<td>311</td>
<td>Portland Cement Concrete Pavement (PCCP)</td>
</tr>
<tr>
<td><strong>H-3</strong></td>
<td><strong>Miscellaneous Works</strong></td>
</tr>
<tr>
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<td>Re-painting of Affected Pavement Markings using Thermoplastic Paint</td>
</tr>
<tr>
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<td><strong>PAVEMENT IMPROVEMENT WORKS AT J-RAMP AND TAXIWAY F6</strong></td>
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<td><strong>I-1</strong></td>
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</tr>
<tr>
<td>101(3)b.1</td>
<td>Roto-milling of Existing Asphalt Pavement</td>
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<td>105</td>
<td>Sub-grade Preparation</td>
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<tr>
<td>I-1.2</td>
<td>Removal of Existing Asphalt Pavement</td>
</tr>
<tr>
<td><strong>I-2</strong></td>
<td><strong>Surface Courses</strong></td>
</tr>
<tr>
<td>302</td>
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<tr>
<td>310</td>
<td>Hot-mixed Asphalt, PG 60/70 @ 100mm thk</td>
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<td><strong>I-3</strong></td>
<td><strong>Miscellaneous Works</strong></td>
</tr>
<tr>
<td>I-3.1</td>
<td>Repair of Concrete Pavement Cracks using High Strength Cement Mortar &amp; Epoxy</td>
</tr>
</tbody>
</table>
Re-painting of Affected Pavement Markings using Thermoplastic Paint

Repair and Improvement of Open Lined Canal

De-clogging of open-lined canal

Work Schedule

The Contractor shall undertake a 24/7 work schedule, if necessary, to complete the project as scheduled.

Limitation of Use of Premises

The Contractor shall confine his materials, equipments, workmen and apparatus to limits indicated by the law, ordinances, permits or directions of the CIAC Authority and shall not be unreasonably encumber the premises with his materials, equipment, workmen and apparatus.

Temporary Facilities and First Aid Station

The Contractor shall provide, construct and maintain for the duration of the contract, temporary facilities, utilities and first aid station for the use of personnel and laborers on the work. He shall keep such places clean as approved by the CIAC Engineer.

The Contractor shall also provide the following items during the project implementation and be turn-over to CIAC after project completion:

1. Brand New One (1) unit 4 x 2 Pick-up Truck
   a. Overall (LxWxH): 5285x1815x1815
   b. Engine Type: 2.4L diesel, 4-cylinder, 16-valve DOHC variable nozzle turbo with front mounted intercooler
   c. Engine displacement: 2393
   d. Maximum output: 147hp/3,400rpm
   e. Transmission: 6-speed M/T
   f. Tire/wheels: 265R17 Alloy
   g. With side step, full all-power features interior and exterior and FUNCTION
   h. Fuel Tank capacity: 80L

2. Three (3) sets-Mobile phone
   a. Touch screen with ColorOS 2.1, Android OS, V5.1 (lollipop)
   b. 5 inches screen
   c. CPU: Qualcomm Snapdragon 615 Octa-core
   Built-in storage: 16GB ROM (support microSD card), 2GB RAM memory
   d. Camera: 13MP rear, 8MP front

3. Four (4) sets-Laptop
   a. Intel Core i7 4790 Processor, NVIDIA GTX 745 w/ 4GB dedicated graphics
   b. 8x Slim DVD RW Drive, WLAN, Bluetooth
   c. 8GB DDR Memory, 1TB Hard Drive
d. License software, Windows 8.1 SL
e. With license anti-virus (kaspersky lab)

4. Six (6) sets - Communication Radio with NTC license, program with CRK Control Tower/CRK Airport Command Center

5. One (1) set - Digital Camera
   a. Minimum of 20 Megapixels, high sensitivity sensor
   b. Ultra-slim, lightweight and pocket size with intuitive LCD touch panel
   c. 1080p Full HD video record at 60 frames per second.

6. Three (3) units - Printer (3-in-1)
   a. Printer type: All-in-One Printer, copier and scanner
   b. Continuous ink system
   c. Print speed (ppm): minimum 33 ppm
   d. Scanner type: Scan speed flatbed

**Temporary Barricades, Taxiway Closed Markings, Lightings and Guard Lights**

The Contractor shall furnish and put all temporary barricades, guard lights, signage, temporary closed taxiway markings and lightings and all other necessary items approved by the CIAC Engineer and Safety Inspector/Personnel during the period of construction in compliance to airport safety standards (ICAO), procedure, protection, proper execution and completion of work. This also includes the protection of existing taxiway lights and other airfield facilities before and after the construction.

The contractor shall provide runway and taxiway LED lighted “X” markings (8-sets), solar-powered, during project implementation and shall be turn-over to CIAC after the construction. It shall meet the specifications of ICAO standards or the MOS, Manual of Standards for Airport visibility markings.

**Clearing and Grubbing**

**Description**

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

**Construction Requirements**

**General**

The Engineer will establish the limits of work and designate all trees, shrubs, plants and other things to remain. The Contractor shall preserve all objects designated to remain. Paint required for cut or scarred surface of trees or shrubs selected for retention shall be an approved asphaltum base paint prepared especially for tree surgery.
Clearing shall extend one (1) meter beyond the toe of the fill slopes or beyond rounding of cut slopes as the case maybe for the entire length of the project unless otherwise shown on the plans or as directed by the Engineer and provided it is within the right of way limits of the project, with the exception of trees under the jurisdiction of the Forest Management Bureau (FMB).

**Clearing and Grubbing**

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

1. Removal of undisturbed stumps and roots and nonperishable solid objects with a minimum depth of one (1) meter below subgrade or slope of embankment will not be required.

2. In areas outside the grading limits of cut and embankment areas, stumps and nonperishable solid objects shall be cut off not more than 150 mm (6 inches) above the ground line or low water level.

3. In areas to be rounded at the top of cut slopes, stumps shall be cut off flush with or below the surface of the final slope line.

4. Grubbing of pits, channel changes and ditches will be required only to the depth necessitated by the proposed excavation within such areas.

5. In areas covered by cogon/talahib, wild grass and other vegetations, top soil shall be cut to a maximum depth of 150 mm below the original ground surface or as designated by the Engineer, and disposed outside the clearing and grubbing limits as indicated in the typical roadway section.

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

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

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

In the event that the Contractor is directed by the Engineer not to start burning operations or to suspend such operations because of hazardous weather conditions, material
to be burned which interferes with subsequent construction operations shall be moved by the Contractor to temporary locations clear of construction operations and later, if directed by the Engineer, shall be placed on a designated spot and burned.

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

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

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

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

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

**Individual Removal of Trees or Stumps**

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

**Method of Measurement**

Measurement will be by one or more of the following alternate methods:
1. Area Basis. The work to be paid for shall be the number of square meter and fractions thereof acceptably cleared and grubbed within the limits indicated on the Plans or as may be adjusted in field staking by the Engineer. Areas not within the clearing and grubbing limits shown on the Plans or not staked for clearing and grubbing will not be measured for payment.

**Basis of Payment**

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

Payment will be made under:

<table>
<thead>
<tr>
<th>Pay Item Number</th>
<th>Description</th>
<th>Unit of Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 (1)</td>
<td>Clearing and Grubbing</td>
<td>Sq. M</td>
</tr>
</tbody>
</table>

**EARTHWORKS (EXCAVATION)**

**Description**

This Item shall consist of roadway and drainage and borrow excavation and the disposal of material in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the Engineer.

**Roadway Excavation**

Roadway excavation will include excavation and grading for roadways (patrol road), taxiway shoulders, slope rounding, benching, waterways and ditches; removal of unsuitable material from the roadbed and beneath embankment areas; and excavating selected material found in the roadway as ordered by the Engineer for specific use in the improvement. Roadway excavation will be classified as “unclassified excavation”, “rock excavation”, “common excavation”, or “muck excavation” as indicated in the Bill of Quantities and hereinafter described.

1. Unclassified Excavation. Unclassified excavation shall consist of the excavation and disposal of all materials regardless of its nature, not classified and included in the Bill of Quantities under other pay items.

2. Rock Excavation. Rock excavation shall consist of igneous, sedimentary and metamorphic rock which cannot be excavated without blasting or the use of rippers, and all boulders or other detached stones each having a volume of 1 cubic meter or more as determined by physical measurements or visually by the Engineer.
(3) Common Excavation. Common excavations shall consist of all excavation not included in the Bill of Quantities under “rock excavation” or other pay items.

(4) Muck Excavation. Muck excavation shall consist of the removal and disposal of deposits of saturated or unsaturated mixtures of soils and organic matter not suitable for foundation material regardless of moisture content.

**Borrow Excavation**

Borrow excavation shall consist of the excavation and utilization of approved material required for the construction of embankments or for other portions of the work, and shall be obtained from approved sources, in accordance with Clause 61 and the following:

(1) Borrow,
Case 1

Borrow Case 1 will consist of material obtained from sources designated on the Plans or in the Special Provisions.

(2) Borrow,
Case 2

Borrow Case 2 will consist of material obtained from sources provided by the Contractor.

The material shall meet the quality requirements determined by the Engineer unless otherwise provided in the Contract.

**Construction Requirements**

**General**

When there is evidence of discrepancies on the actual elevations and that shown on the Plans, a pre-construction survey referred to the datum plane used in the approved Plan shall be undertaken by the Contractor under the control of the Engineer to serve as basis for the computation of the actual volume of the excavated materials.

All excavations shall be finished to reasonably smooth and uniform surfaces. No materials shall be wasted without authority of the Engineer. Excavation operations shall be conducted so that material outside of the limits of slopes will not be disturbed. Prior to excavation, all necessary clearing and grubbing in that area shall have been performed in accordance with Item 100, Clearing and Grubbing.

**Conservation of Topsoil**

Where provided for on the Plans or in the Special Provisions, suitable topsoil encountered in excavation and on areas where embankment is to be placed shall be removed to such extent and to such depth as the Engineer may direct. The removed topsoil shall be transported and deposited in storage piles at locations approved by the Engineer. The topsoil shall be completely removed to the required depth from any
designated area prior to the beginning of regular excavation or embankment work in the
area and shall be kept separate from other excavated materials for later use.

Utilization of Excavated Materials

All suitable material removed from the excavation shall be used in the formation of the
embankment, subgrade, shoulders, slopes, bedding, and backfill for structures, and for
other purposes shown on the Plans or as directed.

The Engineer will designate as unsuitable those soils that cannot be properly compacted in
embankments. All unsuitable material shall be disposed off as shown on the Plans or as
directed without delay to the Contractor. Only approved materials shall be used in the
construction of embankments and backfills. All excess material, including rock and
boulders that cannot be used in embankments shall be disposed off as directed.

Material encountered in the excavation and determined by the Engineer as suitable for
topping, road finishing, slope protection, or other purposes shall be conserved and
utilized as directed by the Engineer.

Borrow material shall not be placed until after the readily accessible roadway excavation
has been placed in the fill, unless otherwise permitted or directed by the Engineer. If
the Contractor places more borrow than is required and thereby causes a waste of
excavation, the amount of such waste will be deducted from the borrow volume.

Pre-watering

Excavation areas and borrow pits may be prewatered before excavating the material. When
prewatering is used, the areas to be excavated shall be moistened to the full depth,
from the surface to the bottom of the excavation. The water shall be controlled so that the
excavated material will contain the proper moisture to permit compaction to the specified
density with the use of standard compacting equipment. Pre-watering shall be
supplemented where necessary, by truck watering units, to ensure that the embankment
material contains the proper moisture at the time of compaction.

The Contractor shall provide drilling equipment capable of suitably checking the moisture
penetration to the full depth of the excavation.

Excavation of Roadbed level

Rock shall be excavated to a depth of 150 mm (6 inches) below subgrade within the
limits of the roadbed, and the excavation backfilled with material designated on the
Plans or approved by the Engineer and compacted to the required density.

When excavation methods employed by the Contractor leave undrained pockets in the
rock surface, the Contractor shall at his own expense, properly drain such depressions or
when permitted by the Engineer fill the depressions with approved impermeable material.

Material below subgrade, other than solid rock shall be thoroughly scarified to a depth of
150 mm (6 inches) and the moisture content increased or reduced, as necessary, to bring
the material throughout this 150 mm layer to the moisture content suitable for
maximum compaction.
Borrow Areas

The Contractor shall notify the Engineer sufficiently in advance of opening any borrow areas so that cross-section elevations and measurements of the ground surface after stripping may be taken, and the borrow material can be tested before being used. Sufficient time for testing the borrow material shall be allowed.

All borrow areas shall be bladed and left in such shape as to permit accurate measurements after excavation has been completed. The Contractor shall not excavate beyond the dimensions and elevations established, and no material shall be removed prior to the staking out and cross-sectioning of the site. The finished borrow areas shall be approximately true to line and grade established and specified and shall be finished, as prescribed in Clause 61, Standard Specifications for Public Works and Highways, Volume 1. When necessary to remove fencing, the fencing shall be replaced in at least as good condition as it was originally. The Contractor shall be responsible for the confinement of livestock when a portion of the fence is removed.

Removal of Unsuitable Material

Where the Plans show the top portion of the roadbed to be selected topping, all unsuitable materials shall be excavated to the depth necessary for replacement of the selected topping to the required compacted thickness.

Where excavation to the finished graded section results in a subgrade or slopes of unsuitable soil, the Engineer may require the Contractor to remove the unsuitable material and backfill to the finished graded section with approved material. The Contractor shall conduct his operations in such a way that the Engineer can take the necessary cross-sectional measurements before the backfill is placed.

The excavation of muck shall be handled in a manner that will not permit the entrapment of muck within the backfill. The material used for backfilling up to the ground line or water level, whichever is higher, shall be rock or other suitable granular material selected from the roadway excavation, if available. If not available, suitable material shall be obtained from other approved sources. Unsuitable material removed shall be disposed off in designated areas shown on the Plans or approved by the Engineer.

Method of Measurement

The cost of excavation of material which is incorporated in the Works or in other areas of fill shall be deemed to be included in the Items of Work where the material is used.

Measurement of Unsuitable or Surplus Material shall be the net volume in its original position.

For measurement purposes, surplus suitable material shall be calculated as the difference between the net volume of suitable material required to be used in embankment corrected by applying a shrinkage factor or a swell factor in case of rock excavation, determined by laboratory tests to get its original volume measurement, and the net volume of suitable material from excavation in the original position. Separate pay items shall be provided for surplus common, unclassified and rock material.
The Contractor shall be deemed to have included in the contract unit prices all costs of obtaining land for the disposal of unsuitable or surplus material.

**Basis of Payment**

The accepted quantities, measured as prescribed in Section 102.3 shall be paid for at the contract unit price for each of the Pay Items listed below that is included in the Bill of Quantities which price and payment shall be full compensation for the removal and disposal of excavated materials including all labor, equipment, tools, and incidentals necessary to complete the work prescribed in this Item.

**Removal works & Excavation**

**Description**

This Item shall consist of removal of existing damaged asphalt pavement, excavation and the disposal of material in accordance with this Specification and in conformity with the lines, grades and dimensions shown on the Plans or established by the CIAC Engineer.

Trafficway excavation will include excavation and grading for pavement construction (both for PCCP taxiway carriage width, asphalt shoulder & its fillet radius), removal of unsuitable material from the pavement bed and excavating selected material found in the taxiway as ordered by the CIAC Engineer for specific use in the improvement.

**Sub-grade Preparation**

**Description**

This Item shall consist of the preparation of the sub-grade for the support of overlying structural layers (sub-grade on excavation & existing pavement). It shall extend to full carriage width of the taxiway including its shoulder. Unless authorized by the CIAC Engineer, sub-grade preparation shall not be done unless the Contractor is able to start immediately the construction of the pavement structure.

**Construction Requirements**

**Prior Works**

Any work on the preparation of the sub-grade shall not be started unless prior work herein described shall have been approved by the CIAC Engineer.

**Sub-grade Level Tolerances**

The finished compacted surface of the sub-grade shall conform to the allowable tolerances as specified hereunder:

Permitted variation from + 20mm

design LEVEL OF SURFACE - 30mm

Permitted SURFACE IRREGULARITY
MEASURED BY 3-m STRAIGHT EDGE 30mm

Permitted variation from design CROSSFALL OR CAMBER +/-0.5%

Permitted variation from design LONGITUDINAL GRADE +/-0.1%

over 25m length

Protection of Completed Work

The Contractor shall be required to protect and maintain at his own expense the entire work within the limits of his Contract in good condition satisfactory to the CIAC Engineer from the time he first started work until all works shall have been completed. Maintenance shall include repairing and re-compacting ruts, ridges, soft spots and deteriorated sections of the sub-grade caused by the traffic of the Contractor’s vehicle/equipment.

Crushed Aggregate Base Course

Description

This Item shall consist of furnishing, placing and compacting crushed gravel, crushed stone or crushed rock on a prepared sub-grade/subbase in one or more layers in accordance with this Specification and lines, grades, thickness and typical cross-sections shown on the Plans or as established by the CIAC Engineer.

Material Requirements

It shall consist of hard, durable particles or fragments of stone or gravel crushed to the size and of the quality requirements of this Item. It shall be clean and free from vegetable matters, lumps or balls of clay and other deleterious substances. The material shall be of such nature that it can be compacted readily to form a firm, stable base.

The base material shall conform to the grading requirements in Table below, whichever is called for in the Bill of Quantities.

Grading Requirements

<table>
<thead>
<tr>
<th>Sieve Designation</th>
<th>Mass Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>37.5 mm</td>
<td>1-1/2”</td>
</tr>
<tr>
<td>25 mm</td>
<td>1”</td>
</tr>
<tr>
<td>19 mm</td>
<td>3/4”</td>
</tr>
<tr>
<td>12.5 mm</td>
<td>1/2”</td>
</tr>
<tr>
<td>4.75 mm</td>
<td>No. 4</td>
</tr>
<tr>
<td>2.00 mm</td>
<td>No. 40</td>
</tr>
<tr>
<td>0.075 mm</td>
<td>No. 200</td>
</tr>
</tbody>
</table>
Construction Requirements

This item shall consists of preparation of existing surface, placing, spreading & compacting, trial sections, protection, curing, maintenance and applicable tolerances in accordance with the latest DPWH standards on highways, bridges and airports.

PORTLAND CEMENT TREATED PLANT MIX BASE COURSE

Description

This Item shall consist of a foundation for surface course composed of aggregate, Portland Cement and water in proper proportions, mixed by a travel plant or in a central plant and spread and compacted on a prepared sub-grade/subbase in one or more layers, in accordance with this Specification and the lines, grades, thickness and typical cross-sections shown on the Plans or as established by the CIAC Engineer.

Weather Limitations

Portland Cement shall not be applied during windy, rainy or impending bad weather. In the event rain occurs, work shall be promptly stopped and the entire section shall be reconstructed in accordance with this Specification.

Material & Construction Requirements

This item shall consists of materials required for cement treated base course, preparation of existing surface, placing, spreading & compacting, trial sections/testing standards, protection, curing, maintenance and applicable tolerances in accordance with the latest DPWH standards on highways, bridges and airports.

PORTLAND CEMENT CONCRETE PAVEMENT (PCCP)

Description

This Item shall consist of pavement of Portland Cement Concrete, with or without reinforcement, constructed on the prepared base in accordance with this Specification and in conformity with lines, grades, thickness and typical cross-section shown on the Plans.

Material Requirements

Portland Cement

It shall conform to the applicable requirements of Hydraulic Cement. Only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the CIAC Engineer. Use ready-mixed concrete with 6,500 psi compressive strength @ 14 days which includes formworks, reinforcing bars, admixtures, curing compound, joint saw-cutting, jet fuel resistant sealant (2 components cold-applied) and all other items to complete the work.
**Fine Aggregate**

It shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the CIAC Engineer.

It shall not contain more than three (3) mass percent of material passing the 0.075 mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the CIAC Engineer.

If the fine aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 10 mass percent.

The fine aggregate shall be free from injurious amounts of organic impurities. If subjected to the colorimatic test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO T 71, the fine aggregate may be used if the relative strength at 7 and 28 days is not less than 95 mass percent.

The fine aggregate shall be well-graded from coarse to fine and shall conform to Table below

<table>
<thead>
<tr>
<th>Sieve Designation</th>
<th>Mass Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.5 mm (3/8 in)</td>
<td>100</td>
</tr>
<tr>
<td>4.75 mm (No. 4)</td>
<td>95 – 100</td>
</tr>
<tr>
<td>2.36 mm (No. 8)</td>
<td>-</td>
</tr>
<tr>
<td>1.18 mm (No. 16)</td>
<td>45 – 80</td>
</tr>
<tr>
<td>0.600 mm (No. 30)</td>
<td>-</td>
</tr>
<tr>
<td>0.300 mm (No. 50)</td>
<td>5 – 30</td>
</tr>
<tr>
<td>0.150 mm (No. 100)</td>
<td>0 – 10</td>
</tr>
</tbody>
</table>

**Coarse Aggregate**

It shall consist of crushed stone, gravel, blast furnace slag, or other approved inert materials of similar characteristics, or combinations thereof, having hard, strong, durable pieces and free from any adherent coatings.

It shall contain not more than one (1) mass percent of material passing the 0.075 mm (No. 200) sieve, not more than 0.25 mass percent of clay lumps, nor more than 3.5 mass percent of soft fragments.

If the coarse aggregate is subjected to five (5) cycles of the sodium sulfate soundness test, the weighted loss shall not exceed 12 mass percent. It shall have a mass percent of wear not exceeding 40 when tested by AASHTO T 96. If the slag is used, its density shall not be less than 1120 kg/m³ (70 lb./cu. ft.). The gradation of the coarse aggregate shall conform to Table below.
Only one grading specification shall be used from any one source.

Grading Requirement for Coarse Aggregate

<table>
<thead>
<tr>
<th>Sieve Designation</th>
<th>Mass Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard</td>
<td>Alternate U.S. Standard</td>
</tr>
<tr>
<td>Mm</td>
<td></td>
</tr>
<tr>
<td>75.00</td>
<td>3 in.</td>
</tr>
<tr>
<td>63.00</td>
<td>2-1/2 in.</td>
</tr>
<tr>
<td>50.00</td>
<td>2 in.</td>
</tr>
<tr>
<td>37.5</td>
<td>1-1/2 in.</td>
</tr>
<tr>
<td>25.0</td>
<td>1 in.</td>
</tr>
<tr>
<td>19.0</td>
<td>3/4 in.</td>
</tr>
<tr>
<td>12.5</td>
<td>1/2 in.</td>
</tr>
<tr>
<td>4.75</td>
<td>No. 4</td>
</tr>
</tbody>
</table>

Water

Water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water will be tested in accordance with and shall meet the requirements of Item 714, Water. Water which is drinkable may be used without test. Where the source of water is shallow, the intake shall be so enclosed as to exclude silt, mud, grass or other foreign materials.

Reinforcing Steel

It shall conform to the requirements of Item 404, Reinforcing Steel. Dowels and tie bars shall conform to the requirements of AASHTO M 31 or M 42, except that rail steel shall not be used for tie bars that are to be bent and re-straightened during construction. Tie bars shall be 32 mm deformed bars. Dowels shall be 32 mm plain round bars. Before delivery to the site of work, one-half of the length of each dowel shall be painted with one coat of approved lead or tar paint.

The sleeves for dowel bars shall be metal of approved design to cover 50 mm (2 inches), plus or minus 5 mm (1/4 inch) of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm (1 inch) from the end of the dowel. Sleeves shall be of such design that they do not collapse during construction.

Joint Fillers

Poured joint fillers shall be mixed asphalt and mineral or rubber filler conforming to the applicable requirements of Item 705, Joint Materials.

Preformed joint filler shall conform to the applicable requirements of Item 705. It shall be punched to admit the dowels where called for in the Plans. The filler for each joint shall be furnished in a single piece for the full depth and width required for the joint.
Admixtures

Chemical admixtures, if specified or permitted, shall conform to the requirements of AASHTO M 194.

Fly Ash, if specified or permitted as a mineral admixture and as 20% partial replacement of Portland Cement in concrete mixshall conform to the requirements of ASTM C 618.

Admixture should be added only to the concrete mix to produce some desired modifications to the properties of concrete where necessary, but not as partial replacement of cement.

Curing Materials

Curing materials shall conform to the following requirements as specified;

Curing compound/Liquid membrane forming compounds- AASHTO M 148

Calcium Chloride/Calcium Nitrate

It shall conform to AASHTO M 144, if specified or permitted by the CIAC Engineer, as accelerator.

Proportioning, Consistency and Strength of Concrete

The Contractor shall prepare the design mix based on the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1, “Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete”.

It is the intent of this Specification to require at least 364 kg of cement per cubic meter of concrete to meet the minimum strength requirements. The CIAC Engineer shall determine from laboratory tests of the materials to be used, the cement content and the proportions of aggregate and water that will produce workable concrete having a slump of between 40 and 75 mm (1-1/2 and 3 inches) if not vibrated or between 10 and 40 mm (1/2 and 1-1/2 inches) if vibrated, and a flexural strength of not less than 5.5 MPa when tested at fourteen (14) days in accordance with AASHTO T97 and T177, respectively; or a compressive strength of 4000 psi for cores taken at fourteen (14) days and tested in accordance with AASHTO T24.

The mix design shall be submitted to the CIAC Engineer for approval and shall be accompanied with certified test data from an approved laboratory demonstrating the adequacy of the mix design.

A change in the source of materials during the progress of work may necessitate a new design mix.

Construction Requirements

This item shall consists of the equipment & tools for handling materials, preparation of grade, setting forms, conditioning of base course, handling, measuring & batching materials, mixing concrete, limitation of mixing, placing of concrete, test specimens, placement of
reinforcement, joints, consolidation & finishing, surface test, curing, removal of forms, sealing of joints, protection of pavement, maintenance, quality control and applicable tolerances & pavement thickness in accordance with the latest DPWH standards on highways, bridges and airports.

**Prime Coat & Tack Coat**

**Bituminous Materials**

The bituminous material shall be medium curing cut-back asphalt MC-70 for prime coat and emulsified asphalt, SS-1 for tack coat and shall conform to the following requirements. It shall conform to the requirements of item 702, bituminous materials of the latest DPWH standards on highways, bridges and airports.

**Construction Method**

**Preparation of pavement area**

Before the application of prime coat/tack coat, the contractor must undertake the clearing & cleaning of pavement edges from accumulated soil and grass, if necessary, use power broom or blower to eliminated existing dirt & dust. The contractor must see to it that the area for application of bituminous material is ready & well prepared prior to the application.

**Application rate of Bituminous Material** The application of the bituminous material by means of distributor shall be from 0.20 liter/m² to 0.70 liter/m².

**Weather Limitations**

The prime coat/tack coat shall be applied only when the existing surface is dry and the temperature is above 25 °C. The atmospheric temperature requirements may be waived, only when so approved by the CIAC Engineer.

**Contractor’s Equipment**

The Contractor’s equipment to be used for the application shall include a self-powered pressure bituminous material distributor and the equipment for heating bituminous material.

The distributor shall have the capability which allows the bituminous material at even heat to be applied uniformly on the surface at readily controlled rate from 0.20 liter/m² to 0.70 liter/m². The distributor equipment shall include a thermometer for reading temperature of tank contents.

**Application of Bituminous Material**

Immediately before applying the tack coat/prime coat, the full width of the surface to be treated shall be cleaned of loose and foreign materials by means of a power broom or power blower, supplemented as necessary by hand sweeping. The rate of application shall be within the range of 0.2 to 0.70 liter/m², the exact rate as determined by the CIAC Engineer.

Care shall be taken that the application of bituminous material is not in excess of the specified amount; any excess shall be blotted by sand or removed as directed by the CIAC Engineer. All areas inaccessible to the distributor shall be treated manually using the device
for hand spraying. The surfaces of structures or objects adjacent to the areas being treated shall be protected in such a manner so as to prevent their being spattered or marred.

Traffic shall be kept off the prime coat/tack coat at all times. The prime coat/tack coat shall be sprayed only so far in advance on the surface course as will permit it to dry to a “tacky” condition. The Contractor shall maintain the prime coat/tack coat until the next course has been applied. Any area that has become fouled by traffic or otherwise, shall be cleaned and re-sprayed at the Contractor’s expense before the next course is applied.

**Bituminous Concrete Surface Course, Hot Laid, PG 60/70**

**Description**

This item includes general requirements that are applicable to all types of bituminous plant mix surface courses irrespective of gradation of aggregate or kind and amount of bituminous material.

Derivations from these general requirements will be indicated in the specific requirements for each type.

This work shall consist of constructing one or more bituminous bound layers on a prepared foundation in accordance with the Specifications and the specific requirements of the type under contract, and in reasonably close conformity with the lines, grades, thickness, and typical cross-sections shown on the Plans within the tolerances specified or established by the Engineer.

**Material Requirements**

**Composition and Quality of Bituminous Mixture**

(Job-Mix Formula). The bituminous mixture shall be composed of aggregate, mineral filler, hydrated lime, and bituminous material.

At least three weeks prior to production, the Contractor shall submit in writing a job-mix formula for each mixture supported by laboratory test data along with samples and sources of the components and viscosity-temperature relationships information to the Engineer for testing and approval.

Each job-mix formula submitted shall propose definite single values for:

1. The percentage of aggregate passing each specified sieve size.
2. The percentage of bituminous material to be added.
3. The temperature of the mixture delivered on the road.
4. The kind and percentage of additive to be used.
5. The kind and percentage of mineral filler to be used.

After the job-mix is established, all mixture furnished for the project shall conform thereto within the following ranges of tolerances:
Passing No. 4 and larger sieves ± 7 percent
Passing No. 8 to No. 100 sieves (inclusive) ± 4 percent
Passing No. 200 sieve ± 2 percent
Bituminous Material ± 0.4 percent
Temperature of Mixture ± 10°C

Should a change in source of material be proposed or should a job-mix formula prove unsatisfactory, a new job-mix formula shall be submitted by the Contractor in writing and be approved by the Engineer prior to production. Approval of a new jobmix formula may require laboratory testing and verification. The mixture shall have a minimum compressive strength of 1.4 MPa (200 psi).

The mixture shall have a mass percent air voids with the range of 3 to 5.

The mixture shall also have an index of retained strength of not less than 70 when tested by AASHTO T 165. For aggregates having maximum sizes over 25 mm (1 inch), AASHTO T 165 will be modified to use 150 mm x 150 mm (6 x 6 inches) cylindrical specimens. The 150 mm (6 inches cylinders will be compacted by the procedures outlined in AASHTO T 167 modified to employ 10 repetitions of a molding load of 9.6 MPa (1400 psi), with no appreciable holding time after each application of the full load.

**Bituminous Material**

The kind of bituminous material to be used will be as called for in the Bill of Quantities, while the type and grade will be specified in the Special Provisions. The grade may be changed one step by the Engineer at no change in unit price. It shall conform to the applicable requirements of Item 702, Bituminous Materials.

**Aggregates**

Aggregates shall conform to the applicable requirements of Item 703, Aggregates.

**Mineral Filler**

It shall conform to the requirements of Item 703 A, Mineral Filler.

**Hydrated Lime**

It shall conform to the requirements of Item 701, Construction Lime.

**Proportioning of Mixture**

The proportion of bituminous material, on the basis of total dry aggregate, shall be from 5.0 to 8.0 mass percent. The exact percentage to be used shall be fixed by the Engineer in accordance with job-mix formula and other quality control requirements.
Hydrated lime shall be added to the mixture during the mixing operation in the amount of one-half to one (0.5 to 1.0) mass percent, dry aggregate basis. The lower percentage limit is applicable to aggregates which are predominantly calcareous.

**Construction Requirements**

**Weather Limitations**

Bituminous Plant mix shall not be placed on any wet surface, or when weather conditions would prevent the proper handling or finishing of the bituminous mixtures.

**Construction Equipment**

1. **Bituminous Mixing Plant**

Sufficient storage space shall be provided for each size of aggregate. The different aggregate sizes shall be kept separated until they have been delivered to the cold elevator feeding the drier. The storage yard shall be maintained neat and orderly and the separate stockpiles shall be readily accessible for sampling.

Plants used for the preparation of bituminous mixtures shall conform to the requirements for all plants under (a) below except that scale requirements shall apply only where weight proportioning is used. In addition, batch mixing plants and continuous mixing plants shall conform to the respective requirements which follow this Subsection.

a. **Requirements for all Plants.**

Mixing plants shall be of sufficient capacity and coordinated to adequately handle the proposed bituminous construction.

1. **Plant Scales.** Scales shall be accurate to 0.5 percent of the maximum load that may be required. Poises shall be designed to be locked in any position to prevent unauthorized change of position. In lieu of plant and truck scales, the Contractor may provide an approved automatic printer system which will print the weights of the material delivered, provided the system is used in conjunction with an approved automatic batching and mixing control system. Such weights shall be evidenced by a weight ticket for each load.

Scales shall be inspected and sealed as often as the Engineer may deem necessary to assure their continued accuracy. The Contractor shall have on hand not less than ten 20-kg weights for testing the scales.

2. **Equipment for Preparation of Bituminous Material.** Tanks for the storage of bituminous material shall be equipped with the proper devices to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the tank. The circulating system for the bituminous material shall be designed to assure proper and continuous circulation during the operating period. Provision shall be made for measuring and sampling storage tanks.
3. Feeder for Drier. The plant shall be provided with accurate mechanical means for uniformly feeding the aggregate into the drier so that uniform production and temperature will be obtained.

4. Drier. The plant shall include a drier or driers which continuously agitate during the heating and drying process. For cold-type bituminous mix, equipment for mechanical cooling of the dried aggregate to the temperature prescribed for cold mixtures shall be provided and shall be capable of supplying prepared material for the mixer to operate at full capacity.

5. Screens. Plant screens, capable of screening all aggregate to the specified sizes and proportions and having normal capacities in excess of the full capacity of the mixer, shall be provided.

6. Bins. The plant shall include storage bins of sufficient capacity to supply the mixer when it is operating at full capacity. Bins shall be arranged to assure separate and adequate storage of appropriate fractions of the mineral aggregates. Separate dry storage shall be provided for filler or hydrated lime when used and the plant shall be equipped to feed such material into the mixer. Each bin shall be provided with overflow pipes, of such size and at such locations as to prevent backing up of material into other compartments or bins. Each compartment shall be provided with individual outlet gate, constructed so that when closed, there shall be no leakage. The gates shall cut off quickly and completely. Bins shall be so constructed that samples can be readily obtained. Bins shall be equipped with adequate tell-tale devices to indicate the position of the aggregates in the bins at the lower quarter points.

7. Bituminous Control Gate. Satisfactory means, either by weighing or metering, shall be provided to obtain the proper amount of bituminous material in the mix within the tolerance specified. Means shall be provided for checking the quantity or rate of flow of bituminous material into the mixer.

8. Thermometric Equipment. An armored thermometric of adequate range in temperature reading shall be fixed in the bituminous feed line at a suitable location near the charging valve at the mixer unit.

The plant shall also be equipped with either an approved dial-scale, mercury-actuated thermometer, an electric pyrometer, or other approved thermometric instrument so placed at the discharge chute of the drier as to register automatically or indicate the temperature of the heated aggregates.

The Engineer may require replacement of any thermometer by an approved temperature-recording apparatus for better regulation of the temperature of aggregates.

9. Dust Collector. The plant shall be equipped with a dust collector constructed to waste or return uniformly all or any part of the material to the hot elevator collected as directed.

10. Truck Scales. The bituminous mixture shall be weighed on approved scales furnished by the Contractor or on public scales at the Contractor’s expense. Such scales shall be inspected and sealed as often as the Engineer deems necessary to assure their accuracy. (See paragraph I).
11. Safety Requirements. Adequate and safe stairways to the mixer platform and sampling points shall be provided, and guarded ladders to other plant units shall be placed at all points where accessibility to plant operations is required. Accessibility to the top of truck bodies shall be provided by a platform or other suitable device to enable the Engineer to obtain sampling and mixture temperature data. A hoist or pulley system shall be provided to raise scale calibration equipment, sampling equipment and other similar equipment from ground to the mixer platform and return. All gears, pulleys, chains, sprockets, and other dangerous moving parts shall be thoroughly guarded and protected. Ample and unobstructed space shall be provided on the mixing platform. A clear and unobstructed passage shall be maintained at all times in and around the truck loading area. This area shall be kept free from drippings from the mixing platforms.

b. Requirements for Batching Plants

1. Weigh box or hopper. The equipment shall include a means for accurately weighing each size of aggregate in a weight box or hopper suspended on scales and of ample size to hold a full batch without hand raking or running over. The gate shall close tightly so that no material is allowed to leak into the mixer while a batch is being weighed.

2. Bituminous Control. The equipment used to measure the bituminous material shall be accurate to plus or minus 0.5 percent. The bituminous material bucket shall be a non-tilting type with a loose sheet metal cover. The length of the discharge opening or spray bar shall be less than ¾ the length of the mixer and it shall discharge directly into the mixer. The bituminous material bucket, its discharge valve or valves and spray bar shall be adequately heated. Steam jackets, if used, shall be efficiently drained and all connections shall be so constructed that they will not interfere with the efficient operation of the bituminous scales. The capacity of the bituminous material bucket shall be at least 15 percent in excess of the weight of bituminous material required in any batch. The plant shall have an adequately heated quick-acting, non-drip, charging valve located directly over the bituminous material bucket.

The indicator dial shall have a capacity of at least 15 percent in excess of the quantity of bituminous material used in a batch. The controls shall be constructed so that they may be locked at any dial setting and will automatically reset to that reading after the addition of bituminous material to each batch. The dial shall be in full view of the mixer operator. The flow of bituminous material shall be automatically controlled so that it will begin when the dry mixing period is over. All of the bituminous material required for one batch shall be discharged in not more than 15 seconds after the flow has started. The size and spacing of the spray bar openings shall provide a uniform application of bituminous material the full length of the mixer. The section of the bituminous line between the charging valve and the spray bar shall be provided with a valve and outlet for checking the meter when a metering device is substituted for a bituminous material bucket.

3. Mixer. The batch mixer shall be an approved type capable of producing a uniform mixture with the job-mix tolerances. If not enclosed, the mixer box shall be equipped with a dust hood to prevent loss of dust. The clearance of blades from all fixed and moving parts shall not exceed 25 mm (1 inch) unless the maximum diameter of the aggregate in the mix exceed 30 mm (1-1/4 inches), in which case the clearance shall
not exceed 40 mm (1-1/2 inches).

4. Control of Mixing Time. The mixer shall be equipped with an accurate time lock to control the operation of a complete mixing cycle. It shall lock the weigh box gate after the charging of the mixer until the closing of the mixer gate at the completion of the cycle. It shall lock the bituminous material bucket throughout the dry and wet mixing periods. The dry mixing period is defined as the interval of time between the opening of the weigh box gate and the start of introduction of bituminous material. The wet mixing period is the interval of time between the start of introduction of bituminous material and the opening of the mixer gate. The control of the timing shall be flexible and capable of being set at intervals of 5 seconds or less throughout a total cycle of up to 3 minutes. A mechanical batch counter shall be installed as a part of the timing device and shall be so designed as to register only completely mixed batches.

The setting of time interval shall be performed in the presence and at the direction of the Engineer who shall then lock the case covering the timing device until such time as a change is to be made in the timing periods.

c. Requirement for Continuous Mixing Plants

1. Aggregate Proportioning. The plant shall include means for accurately proportioning each size of aggregate.

The plant shall have a feeder mounted under each compartment bin. Each compartment bin shall have an accurately controlled individual gate to form an orifice for volumetrically measuring the material drawn from each compartment. The feeding orifice shall be rectangular with one dimension adjustable by positive mechanical means provided with a lock.

Indicators shall be provided for each gate to show the respective gate opening in millimeter.

2. Weight Calibration of Aggregate Feed. The plant shall include a means for calibration of gate openings by weighing test samples. Provision shall be made so that materials fed out of individual orifice may be by passed to individual test boxes. The plant shall be equipped to conveniently handle individual test samples weighing not less than 50 kilograms. Accurate scales shall be provided by the Contractor to weigh such test samples.

3. Synchronization of Aggregate Feed and Bituminous Material Feed.

Satisfactory means shall be provided to afford positive interlocking control between the flow of aggregate from the bins and the flow of bituminous material from the meter or other proportioning device.

This control shall be accomplished by interlocking mechanical means or by any other positive method satisfactory to the Engineer.

4. Mixer. The plants shall include a continuous mixer of an approved type, adequately heated and capable of producing a uniform mixture within the job-mix tolerances. It shall be equipped with a discharge hopper with dump gates which will permit rapid and
complete discharge of the mixture. The paddles shall be adjustable for angular position on the shafts and reversible to retard the flow of the mix. The mixer shall have a manufacturer’s plate giving the net volumetric contents of the mixer of the several heights inscribed on a permanent gauge. Charts shall be provided showing the rate of feed or aggregate per minute for the aggregate being used.

2. Hauling Equipment

Trucks used for hauling bituminous mixtures shall have tight, clean, smooth metal beds which have been thinly coated with approved material to prevent the mixture from adhering to the beds. Each truck shall have a cover of canvass or other suitable material of such size as to protect the mixture from the weather. When necessary, such that the mixture will be delivered on the road at the specified temperature, truck beds shall be insulated and covers shall be securely fastened.

Truck beds shall be drained prior to loading.

3. Bituminous Pavers

The equipment shall be self-contained, power-propelled units, provided with an adjustable activated screed or strike-off assembly, heated if necessary, and capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the specified typical section and thickness shown on the Plans.

Pavers shall be equipped with a control system capable of automatically maintaining the screen elevation as specified herein. The control system shall be automatically actuated from either a reference line or surface through a system of mechanical sensors or sensor directed mechanisms or devices which will maintain the paver screed at a predetermined transverse slope and at the proper elevation to obtain the required surface. When directed, the transverse slope control system shall be made inoperative and the screed shall be controlled by sensor directed automatic mechanisms which will independently control the elevation of each end of the screed from reference lines or surface.

The controls shall be capable of working in connection with any of the following attachments.

a. Ski-type device of not less than 9 m (30 feet) in length or as directed by the Engineer.
b. Taut stringline (wire) set to grade.
c. Short ski or shoe

The Contractor shall furnish the long ski, the short ski or shoe and furnish and install all required stakes and wire for a taut stringline.

Should the automatic control systems become inoperative during the day’s work, the Contractor will be permitted to finish the day’s work using manual controls, however, work shall not be resumed thereafter until the automatic control system has been made operative.
The Contractor shall provide and have ready for use at all times enough covers, as may be necessary, for use in any emergency such as rain, chilling wind, on unavoidable delay, for the purpose of covering or protecting any material that may have been dumped and not spread.

4. Rollers

The equipment shall be of the steel and/or pneumatic tire type and shall be in good condition, capable of reversing without backlash, and shall be operated at speeds slow enough to avoid displacement of the bituminous mixture. The number and weight of rollers shall be sufficient to compact the mixture to the required density while it is still in a workable condition. The use of equipment which results in excessive crushing of the aggregate will not be permitted.

**Conditioning of Existing Surface**

Immediately before placing the bituminous mixture, the existing surface shall be cleaned of loose or deleterious material by brooming or other approved means.

Contract surface or curb, gutters, manholes and other structures shall be painted with a thin, uniform coating of bituminous material prior to the bituminous mixture being placed against them.

**Preparation of Bituminous Material**

The bituminous material shall be heated so as to avoid local overheating and provide a continuous supply of the bituminous material to the mixer at a uniform temperature. The temperature of asphalt cement delivered to the mixer shall be as required to achieve a kinematic viscosity in the range of 150-300 mm²/s, as determined by AASHTO T 201. Asphalt cement shall not be used while it is foaming nor shall be heated above 159°C (320°F) at any time after delivery in the project.

**Preparation of Aggregate**

Aggregates for pug mill mixing shall be heated, dried and delivered to the mixing unit at a temperature within the range ±17°C (±30°F) of the bitumen. Moisture content of the aggregate shall not exceed one mass percent at the time it is introduced into the mixing unit. Flames used for drying and heating shall be properly adjusted to avoid damage to the aggregate and to avoid soot on the aggregate. Moisture content of the mixture from drum dryer plants shall not exceed three (3) percent of the output, as determined by AASHTO T 110.

**Mixing**

The dried aggregates and the bituminous material shall be measured or gauged and introduced into the mixer in the amount specified by the job mix formula.

After the required amounts of aggregate and bituminous material have been introduced into the mixer, the material shall be mixed until a complete and uniform coating of the particles and a thorough distribution of the bituminous material
throughout the aggregate is secured.

**Spreading and Finishing**

The mixture shall be spread and struck off to the grade and elevation established. Bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable.

The longitudinal joint in one layer shall offset that in the layer immediately below approximately 15 cm (6 inches); however, the joint in the top layer shall be at the center line of the pavement if the roadway comprises two (2) lanes, or at lane lines if the roadway is more than two (2) lanes, unless otherwise directed.

On areas where irregularities or unavoidable obstacle makes the use of mechanical spreading and finishing equipment impracticable, the mixture may be placed and finished by hand tools.

The mixture shall be placed at a temperature not less than 107°C (225°F) as measured in the truck just prior to dumping into the spreader.

When tar is used, the mixture shall be placed at between 66°C and 107°C (150°F and 225°F).

When production of the mixture can be maintained and when practical, pavers shall be used in echelon to place the wearing course in adjacent lanes.

**Compaction**

Immediately after the mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rollers as specified under paragraph No. 4 of Subsection 307.3.2.

The surface shall be rolled when the mixture is in proper condition and when the rolling does not cause under displacement, cracking and shoving. Rolling shall begin at the sides and proceeds longitudinally parallel toward the road centerline, each trip overlapping ½ the roller width, gradually progressing to the crown of the road. When paving in echelon or abutting a previously placed lane, the longitudinal joint should be rolled first followed by the regular rolling procedure. On super elevated curves, the rolling shall begin at the low side and progress to the high side overlapping of longitudinal trips parallel to the center line.

Rollers shall move at a slow but uniform speed with the drive roll or wheels nearest the paver. Rolling shall be continued until roller marks are eliminated and a minimum of 97 mass percent of the density of the laboratory compacted specimens prepared in accordance with AASHTO T 166 has been obtained.

Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture when required. Care shall be exercised in rolling not to displace the line and grade of the edges of the bituminous mixture.
To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted.

Along forms, curbs, headers, walls and other places not accessible to the rollers, the mixture shall be thoroughly compacted with hot hand tampers, smoothing irons or with mechanical tampers.

**Joints**

Placing of the bituminous paving shall be continuous as possible. Rollers shall not pass over the unprotected end of a freshly laid mixture unless authorized by the Engineer. Transverse joints shall be formed by cutting back on the previous run to expose the full depth of the course. When directed by the Engineer, a brush coat of bituminous material shall be used on contact surfaces of transverse joints before additional mixture is placed against the previously rolled material.

**Acceptance, Sampling and Testing**

The contractor shall cut full depth samples as directed, from the finished pavement, for testing. Samples shall be neatly cut by saw or core drill. Each sample shall be at least 150 mm x 150 mm or 100 mm diameter full depth. At least one, but not more than three samples shall be taken for each full day’s operation. If no core samples were taken during the day’s operation, core samples shall be taken from the completed pavement for every 100 L. M. per lane. The contractor shall supply and furnish new material to backfill boreholes left by the samples taken.

No acceptance and final payment shall be made on completed asphalt pavement unless core test for thickness determination is conducted, except for Barangay Roads where the implementing office is allowed to waive such test.

The samples obtained will be used to measure the thickness of the pavement. The same samples will be used to test the density of the compacted pavement by AASHTO T 166.

The compacted pavement shall have a density equal to, or greater than 97 mass percent of the density of a laboratory specimen. The asphalt pavement represented by the cores shall not be accepted if the deficiency in density is more than 2%.

The compacted pavement shall have a thickness tolerances of -5 mm. Thickness in excess of the specified thickness shall not be considered in the payment of asphalt pavement. The asphalt pavement represented by the individual core shall not be accepted if the deficiency in the core thickness as obtained in accordance with ASTM D 3549 is more than 5 mm. Averaging of the density and thickness of asphalt cores is not permitted.

If the deficiency in the core thickness is more than 5 mm, additional layer may be permitted in order to meet the designed thickness, however, the minimum additional asphalt overlay thickness should be dependent on the minimum thickness capacity of asphalt paver but it should not be less than 50 mm (2 inches) and that proper construction procedures are followed.
Surface Tolerances

The surface will be checked by the use of a 3-m straight-edge at sites selected by the Engineer. The straight-edge will be applied at right angles, as well as, parallel to the centerline of the roadbed.

The variation of the surface from the testing edge of the straight-edge between any two contacts with the surface shall not exceed 6 mm.

Tests will be made immediately after initial compaction and any variations detected shall be corrected by removing or adding materials, as may be necessary. Rolling shall then be continued as specified. After final rolling, the smoothness of the course shall be checked again and any area defective in texture or composition shall be corrected, including removal and replacement of unsatisfactory material at the Contractor’s expense as directed by the Engineer.

Method of Measurement

The area to be paid for under this item shall be the number of square meters (m²) of asphalt pavement placed, compacted and accepted based on the thickness and densities of the cores taken in accordance with subsection 307.3.10 (Acceptance, Sampling and Testing).

Basis of Payment

The accepted quantity, measured as prescribed in Section 307.4 will be paid for as provided in the respective items for the specified type of bituminous plant mix.

Application of Yellow Thermoplastic Paint for the of Affected Pavement Markings

Description

This item shall consist of the application of new pavement markings (affected centerline, edge line), thermoplastic yellow paint in accordance with this specification and the location shown on the plans, or as directed by the CIAC Engineer.

1. Material Requirement:

For the consistency of material specifications being used at Clark International Airport, the Department of Public Works and Highways (DPWH) and/or Japanese Industrial Standard (JIS) Specifications shall be adopted for thermoplastic paint material and glass beads.

Thermoplastic Paint, White, Black and Yellow PAINT.

Paint shall be White, Black & Yellow Thermoplastic and shall meet the requirements under the following Specifications: JIS K5665 (Japanese Industrial Standard)

THERMOPLASTIC PAINT COMPOSITION:

Hot-melt Thermoplastic markings must be composed of modified resins in conjunction with aggregates, pigments and binders that have been factory produced as a finished product. The material must be impervious to degradation by aviation fuels, motor fuels and lubricants. It
must set up rapidly, permitting the access route to be re-opened to aircraft movement a maximum of fifteen (15) minutes after application.

**JIS K5665**

**HAZARDS IDENTIFICATIONS:**

<table>
<thead>
<tr>
<th>Component</th>
<th>%</th>
<th>Exposure Limit</th>
<th>Hazard</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead compound</td>
<td>&lt;5</td>
<td>0.15mg/m³</td>
<td>TOXIC</td>
</tr>
</tbody>
</table>

**PHYSICAL & CHEMICAL PROPERTIES:**

- **Appearance**: Free flowing powder form
- **Odour**: None
- **Density (23°C) g/cm³**: 2.0
- **Softening point (min)**: 102
- **Appearance of paint film**: normal
- **Adhesiveness to tire**: no adherence after 3 minutes
- **Abrasion resistance, mg (per 100 revs.)**: 64 (white), 70 (yellow, black)
- **Compressive strength**: 1.785 (yellow/black), 1.735 (white) kN/cm² at 23°C
- **Alkali Resistance**: no abnormality after 18 hours immersion in saturated solution of calcium hydroxide
- **Amount of glass beads Contained (mass%)**: 16
- **Diffuse reflectance, % (for white only)**: 82
- **Yellowness (for white only)**: .01
- **Weather resistance (cracks, peelings and color change)**: Normal when subjected to a 12-month test
- **Flash Point**: > 230°C
- **Softening Point**: 102.5 ± 9.5°C
- **Diffuse reflectance, % (for white only)**: 75 min.
- **Abrasion resistance, mg (yellow)**: 64 (white), 70 (yellow)
- **Specific Gravity**: 2.0±0.1
- **Daylight directional reflectance, (rel. to magnesium oxide)**
  - **White**: >75%
  - **Yellow**: >45%
- **Volatile**: N/A
- **Solubility/Miscibility**: Insoluble
- **In water**: Insoluble
pH value : N/A
Viscosity : N/A

**REFLECTIVE MEDIA.** Glass beads shall meet the requirements of the following Specifications, JIS, and shall be treated with adhesion promoting and/or floatation coatings as specified by the manufacturer of the paint.

**JIS R3301**

Specific Gravity : 2.5
Refractive index : 1.50 to 1.64
Water resistance : 3ml, the consumption of hydrochloric acid of .01N shall be more than 10ml and the surface of glass beads shall be free from blur.

**MANPOWER AND EQUIPMENT**

**Requirements**

**Manpower**

The contractor shall at all times, provide supervisory and working personnel, sufficient in number to properly accomplish all necessary related works. The contractor shall designate a representative who shall be available at the respective area to oversee working operation being carried out and to receive instruction from the CIAC Engineer. The contractor’s authorized representatives shall be responsible for the overall management and coordination of work to be performed as per contract provisions. The contractor’s authorized representative shall have full authority to act thereat on behalf of the contractor. Further, the contractor shall effect full coordination with the CIAC Engineer prior to the implementation of the work in accordance with the Technical Specification.

The contractor’s personnel shall be distinctly recognizable while within the airport premises. The contractor’s personnel shall wear uniforms with their company’s name, logo and proper identification. The contractor shall secure access passes from the Aviation Security Department of the personnel involved in this particular project. All costs for uniforms, ID’s and other accessories shall be borne by the contractor.

The contractor shall provide minimum number of key personnel to perform the work as provided in their proposed work schedule.

a) Project Manager
b) Project Engineer
c) Material Engineer (Material Engineer II as per DPWH Standard)
d) Survey/Quantity Engineer
e) Surveyor
f) Safety Engineer
g) Surveyor’s Aide
Equipment

The contractor shall provide the complete set of equipment as stated in their proposal to accomplish all the necessary works. The equipment must be at all times, ready, capable and in satisfactory condition to perform the tasks. The contractor shall provide minimum number of equipment and manpower listed below. The contractor’s manpower and equipment must be available at all times for the duration of the contract and shall be used exclusively for the project.

a) Three (3) Asphalt Distributor  
b) Three (3) Power Broom and Blower  
c) Three (3) Asphalt Paver Finisher  
d) Three (2) Asphalt Rotomilling Truck @ 1m width Capacity  
e) Ten (10) Dump Truck  
f) Four (4) Pneumatic Tire Roller  
g) Four (4) Tandem Steel Roller  
h) Two (2) Water Truck  
i) Four (4) Vibratory roller  
j) Two (2) Concrete Screeder or equivalent concrete paver  
k) Two (2) Back hoe with breaker  
l) Two (2) Grader  
m) Two (2) Bar cutter  
n) Four (4) Concrete cutter  
o) Four (4) Concrete Vibrator  
p) One (1) Truck mounted kneading machine  
q) One (1) Thermopaint applicator  
r) One (1) Surveying instrument  
s) Three (3) Service Vehicle

The Contractor is required to have an operating batching and asphalt plant whether owned, leased or under any service/purchase agreement with a batching and asphalt plant owner.

Note: All Equipment with Operator

TERMS AND CONDITIONS

Applicable Standards

In the Specifications, qualities of materials and Plant to be used and methods of sampling and testing shall be as stipulated by the following codes and standards. However, the Contractor may, if approved by the CIAC Engineer, adopt equivalence among the codes and standards below-mentioned in lieu of respective codes and standards stipulated in the Specifications.

ASTM : American Society of Testing and Materials  
ACI : American Concrete Institute  
ICAO : International Civil Aviation Organization  
AASHTO : Association of State Highway and Transportation Officials  
JIS : Japan International Standards
Workmanship and Materials

All workmanship to be executed and all materials to be supplied and installed under the Contract shall be new and best of their respective kinds and all subject to the approval of the CIAC Engineer.

All materials used in the works shall be of the qualities and kinds specified herein and equal to approve samples. No material shall be used until and unless approved, and materials not approved shall immediately be removed from the Works at the Contractor’s expense.

Materials shall be transported, handled and protected on the Site or elsewhere in such manner as to prevent damage, deterioration or contamination all to satisfaction of the CIAC Engineer. The CIAC Engineer reserves the right to inspect any materials to be used in the works at any time and at any place of storage.

If required, the Contractor shall supply to the CIAC Engineer copies of any relevant Standard Specification. Notwithstanding the above, tests shall be carried out as and when directed by the CIAC Engineer in accordance with the relevant standards to demonstrate compliance. Materials for test shall be provided and delivered by the Contractor at his cost.

Materials and workmanship Clauses and Tables in the Specifications contain requirements relating in part to other and the Specifications shall be read as such.

Source of Supply and Quality of Materials

Promptly after receiving the Contract award, the Contractor shall notify the CIAC Engineer for the probable source of materials to determine the approximate quantity available and suitability of the materials. These sources shall be approved by CIAC Engineer before delivery begins.

Samples and Tests for Acceptance

The Contractor shall deliver representative samples (from the Contractor, Producer, or Fabricator) to the CIAC Engineer before incorporating material into the work. The CIAC Engineer may require samples at any time. The CIAC Engineer will designate a specific representative as a point of contact for material testing and acceptance.

All field and laboratory materials testing by the Contractor will follow methods described in these specifications, or in the recognized standards of national organizations, and in the absence, will follow international standards as may be appropriate. The provisions will apply when the Contractor uses the specifications or method from the sources named below:

ASTM – American Society for Testing and Materials. The ASTM designation number refers to this society’s latest adopted or tentative standard. The standard in effect on the bid advertising date will apply in each case.

AASHTO – American Association of State Highway and Transportation Officials. An AASHTO number refers to that organization’s currently published (1) “Standard Specifications for Transportation Materials and Methods of Sampling and Testing” or any
adopted revisions, or (2) “Interim Specifications and Methods of Sampling and Testing adopted by AASHTO Sub-committee on Materials”.

**Prevention of Accident**

The Contractor shall formulate adequate control/preventive measures in accordance with the relevant Airport safety standards, local laws and regulations regarding prevention of accidents during the execution of the work. The Contractor shall ensure that his workmen are aware, and shall so instruct the workmen, of good and safe working practices. He shall have on his staff an officer on the site to take care of questions regarding safety and protection against accidents of all staff and labor. All safety provisions shall be in accordance with the Contractor’s own Safety Procedures and DPWH Safety Construction Procedures.

**Inspection of Work and Materials**

The Contractor shall make continuous and thorough inspections of all materials delivered and all Works in progress; shall promptly reject and return all defective materials and re-do any substandard work at his own expense without waiting for the rejection by the CIAC Engineer and shall check and verify adequate performance or satisfactory results of all tests and inspections before allowing subsequent work to proceed.

**Safety and Security**

The contractor shall adhere to all standard measures and requirements set by the CIAC and shall, under no circumstances, violate standard rules and regulations.

1. The contractor shall comply at all times, with all security and safety requirements imposed by the airport management while within the airport premises.

2. The contractor shall have full coordination to the offices concerned before initiating any activity. The contractor shall provide two-way radio at the project site in Aircraft Movement Area (AMA) at all times to conduct radio communications with the Control Tower.

3. The contractor shall provide Beacon Light for their vehicles and all other heavy equipment while inside the airport premises.

4. While work is being performed in the restricted project area, all personnel and operated equipment shall at all times are transportable and escorted for the whole duration of activity.

5. All contractors’ personnel involved and present at the project site must wear reflectorized vests at all times.

**Protection and Restoration**

Damage to previously existing or newly placed facilities caused by the movement of equipment or other operations, whether accidental or made necessary by reason of the Contract requirements, shall restored at the Contractor's expense as directed by the CIAC Engineer.

Work which in the opinion of the CIAC Engineer has not been properly restored shall be removed, replaced or re-executed all as directed by the CIAC Engineer, entirely at the Contractor’s expense.
All taxiway lights and all other airfield equipment affected in the execution of this project must be protected from any damages.

**Maintenance and Clearing the Site**

The Contractor shall ensure that all loose debris or materials be removed from the site at all times so as to avoid damage to aircraft operating within the adjacent to the Project site. The Contractor shall additionally secure all materials and equipment at the Project site at all times to avoid possible disruption and damage to aircraft operating within and adjacent to the Project site.

Upon completion of all construction operations, the entire Taxiway shall be finished as specified in these specifications. Stockpiling of materials on the finished pavement and drifting of materials across the pavement will not be permitted. The finished pavements shall be cleaned of all dirt and foreign materials.

**Disposal of Materials Outside the Project Boundaries**

The disposal of materials outside the project boundaries shall be the responsibility of the Contractor. He shall make his own arrangements for the disposal of materials and all the costs involved therein shall be considered as covered under the pay items involved in the Contract.

**Damaged to Property**

All damages to property caused by the contractor’s personnel within the aviation complex shall be immediately repaired by the contractor at their own expense. In the event that the Contractor shall fail to commence repair within seven (7) calendar days after being informed of such damaged, CIAC shall, at its option, undertake the remedial or corrective work, or have the same undertaken by other Contractors at the cost and expense of the Contractor. CIAC shall have the authority to deduct such amount from the contractor’s progress billing.

**Contractor’s Liability**

The contractor is liable and responsible to any infraction, infringement and criminal negligence or willful misconduct caused by its employees within the premises of Clark Freeport Zone.

**Scope of Payment**

The contractor may submit a request for payment for work accomplished. Such request for payment shall be verified/certified and approved by CIAC Engineers. The quantity or area of works to be paid for shall be the actual quantity accomplished in accordance with the approved plans and specifications and accepted by the CIAC Engineer. Payment shall be made at the respective contract price per unit cost.

CIAC shall have the right to deduct from the Contractor’s billing such amount as may be necessary to cover third party liabilities, as well as uncorrected discovered defects in the project.
Reports

The contractor is required to submit work request three (3) days prior to the execution of all works, material test reports, quality control test program, daily activities report to include actual locations of activity, weekly accomplishment reports, photographs, manpower and equipment utilization and work methodology as required by CIAC.

Warranty

The warranty period of the project shall be consistent with the Revised Implementing Rules and Regulations of Republic Act No. 9184 of 2016.
Section VII. Drawings
Section VIII. Bill of Quantities
Section IX. Bidding Forms

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Bid Form

Date: _________________________
IB¹ N°: _______________________

To: [name and address of PROCURING ENTITY]
Address: [insert address]

We, the undersigned, declare that:

(a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract [insert name of contract];

(b) We offer to execute the Works for this Contract in accordance with the Bid and Bid Data Sheet, General and Special Conditions of Contract accompanying this Bid;

   The total price of our Bid, excluding any discounts offered below is: [insert information];

   The discounts offered and the methodology for their application are: [insert information];

(c) Our Bid shall be valid for a period of [insert number] days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract;

(e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: [insert information];

(f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

(g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;

(h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

¹ If ADB, JICA and WB funded projects, use IFB.
(i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

(j) We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].

(k) We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: ____________________________________________

In the capacity of: ___________________________________

Signed: ___________________________________________

Duly authorized to sign the Bid for and on behalf of: ____________________

Date: ____________
Form of Contract Agreement

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between [name and address of PROCURING ENTITY] (hereinafter called the “Entity”) and [name and address of Contractor] (hereinafter called the “Contractor”).

WHEREAS, the Entity is desirous that the Contractor execute [name and identification number of contract] (hereinafter called “the Works”) and the Entity has accepted the Bid for [insert the amount in specified currency in numbers and words] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be attached, deemed to form, and be read and construed as integral part of this Agreement, to wit:

   (a) General and Special Conditions of Contract;
   (b) Drawings/Plans;
   (c) Specifications;
   (d) Invitation to Bid;
   (e) Instructions to Bidders;
   (f) Bid Data Sheet;
   (g) Addenda and/or Supplemental/Bid Bulletins, if any;
   (h) Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
   (i) Eligibility requirements, documents and/or statements;
   (j) Performance Security;
   (k) Notice of Award of Contract and the Bidder’s conforme thereto;
   (l) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Entity to execute and complete the Works and remedy any defects therein in conformity with the provisions of this Contract in all respects.
4. The Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects wherein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed, sealed, delivered by ________________ the ________________ (for the Entity)

Signed, sealed, delivered by ________________ the ________________ (for the Contractor).

Binding Signature of Procuring Entity

______________________________________________

Binding Signature of Contractor

______________________________________________

[Addendum showing the corrections, if any, made during the Bid evaluation should be attached with this agreement]
REPUBLIC OF THE PHILIPPINES 
CITY/MUNICIPALITY OF ______ 
)
S.S.

AFFIDAVIT

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

1. Select one, delete the other:

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

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

2. Select one, delete the other:

   If a sole proprietorship: As the owner and sole proprietor or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity] [insert “as shown in the attached duly notarized Special Power of Attorney” for the authorized representative];

   If a partnership, corporation, cooperative, or joint venture: I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], accompanied by the duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary’s Certificate, whichever is applicable;

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. Select one, delete the rest:

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

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

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

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

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

   a) Carefully examine all of the Bidding Documents;

   b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

   c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

   d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

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

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

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

NAME OF NOTARY PUBLIC
Serial No. of Commission ________________
Notary Public for _______ until __________
Roll of Attorneys No. ________________
PTR No. ______ [date issued], [place issued]
IBP No. ______ [date issued], [place issued]

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

* This form will not apply for WB funded projects.
Bid-Securing Declaration

(REPUBLIC OF THE PHILIPPINES)
CITY OF _______________________ ) S.S.
x-------------------------------------------------------x

Invitation to Bid  [Insert reference number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.

2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1 (f), of the IRR of RA 9184; without prejudice to other legal action the government may undertake.

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

   a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
   
   b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
   
   c. I am/we are declared as the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.
IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ___ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER’S AUTHORIZED REPRESENTATIVE]
[Insert signatory’s legal capacity]

Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission __________
Notary Public for _____ until ______
Roll of Attorneys No. ______
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]
Doc. No. ___
Page No. ___
Book No. ___
Series of ___.

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