

REPUBLIC OF THE PHILIPPINE  
**MACTAN-CEBU INTERNATIONAL AIRPORT**  
**AUTHORITY**  
Aiport Road, Lapu-Lapu City, Cebu, Philippines



---

**Supply & Installation of PAPI,  
THRESHOLD/END LIGHTS &  
RUNWAY CENTERLINE LIGHTS  
affected by repair of Runway  
04-22**

# **TABLE OF CONTENTS**

**SECTION I. INVITATION TO BID**

**SECTION II. INSTRUCTIONS TO BIDDERS**

**SECTION III. BID DATA SHEET**

**SECTION IV. GENERAL CONDITIONS OF CONTRACT**

**SECTION V. SPECIAL CONDITIONS OF CONTRACT**

**SECTION VI. SPECIFICATIONS**

**SECTION VII. DRAWINGS**

**SECTION VIII. BILL OF QUANTITIES**

**SECTION IX. BIDDING FORMS**

**Section I**  
**Invitation to Bid**

### Invitation to Bid

The ***Mactan- Cebu International Airport Authority***, through its Bids and Awards Committee (BAC), invites interested bidders to participate in the bidding of the herein described project as follows:

Name of Contract :	Supply & Installation of PAPI, THRESHOLD/END LIGHTS & RUNWAY CENTERLINE LIGHTS affected by repair of Runway 04/22
Location :	Runway 04/22, Mactan Cebu International Airport, Lapulapu City
Brief Description:	To supply & install PAPI, THRESHOLD/END LIGHTS & RUNWAY CENTERLINE LIGHTS affected by repair of Runway 04-22
Approved Budget of the Contract (ABC):	Php 19,107,891.99
Contract Duration/Completion :	Sixty (60) Calendar Days

Prospective contractors should possess a valid Philippine Contractors Accreditation Board (PCAB) License applicable to the above type and cost of the contract, and have completed, a contract similar to the project with a value of at least fifty percent (50%) of the ABC, and meet the other minimum eligibility requirements stated in the Instruction to Bidders (ITB). Bidding is restricted to sole proprietorships, partnerships, or organizations with at least seventy five percent (75%) interest or outstanding capital stock belonging to citizens of the Philippines.

The Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the Implementing Rules and Regulations (IRR) of the Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”. The bidding is open to all interested parties, whether local or foreign, subject to the conditions for eligibility provided in the IRR of RA No. 9184.

Interested bidders may obtain further information and inspect the Bidding Documents at the address given below and during regular office hours.

It may also be downloaded from the website of the PhilGEPS and the website of the Procuring Entity provided that the contractors shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids

A complete set of Bidding Documents may be purchased by interested bidders on the date hereunder set out from the address given below of Twenty Thousand Pesos (Php 20,000.00) VAT inclusive.

The schedule of BAC activities is as follows:

<i>Activities</i>	<i>Schedule</i>
Pre-Bid Conference	
Opening of Bids	

The Bids will be opened in the presence of the Bidders’ representatives who choose to attend at the address and time herein given. **Late bids shall not be accepted.**

The MCIAA reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidders.

*ATTY GLENN B. NAPULI*

*Chairperson-BAC*

*Telephone No. 2395030 / 3414617*

# **Section II**

## **Instructions to Bidders**

# TABLE OF CONTENTS

## **A. GENERAL**

1. Scope of Bid
2. Source of Funds
3. Corrupt, Fraudulent, Collusive, and Coercive Practices
4. Conflict of Interest
5. Eligible Bidders
6. Bidder's Responsibilities
7. Origin of GOODS and Services
8. Subcontracts

## **B. CONTENTS OF BIDDING DOCUMENTS**

9. Pre-Bid Conference
10. Clarification and Amendment of Bidding Documents

## **C. PREPARATION OF BIDS**

11. Language of Bids
12. Documents Comprising the Bid: Eligibility and Technical Components
13. Documents Comprising the Bid: Financial Component
14. Alternative Bids
15. Bid Prices
16. Bid Currencies
17. Bid Validity
18. Bid Security
19. Format and Signing of Bids
20. Sealing and Marking of Bids

## **D. SUBMISSION AND OPENING OF BIDS**

21. Deadline for Submission of Bids
22. Late Bids
23. Modification and Withdrawal of Bids
24. Opening and Preliminary Examination of Bids

## **E. EVALUATION AND COMPARISON OF BIDS**

25. Process to be Confidential

26. Clarification of Bids
27. Detailed Evaluation and Comparison of Bids
28. Post Qualification
29. Reservation Clause

**F. AWARD OF CONTRACT**

30. Contract Award
31. Signing of the Contract
32. Performance Security
33. Notice to Proceed

**A. General**

**1. Scope of Bid**

1.1. The Procuring Entity as defined in the **BDS**, invites bids for the construction of Works, as described in Section VI. Specifications. The name and identification number of the Contract is provided in the **BDS**.

1.2. The successful bidder will be expected to complete the Works by the intended completion date specified in **SCC Clause 1.16**.

**2. Source of Funds**

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

**3. Corrupt, Fraudulent, Collusive, and Coercive 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, noncompetitive 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 of 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. This will include a firm or an organization who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project if the personnel would be involved in any capacity on the same project;
  - (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporary seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the 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; and
- (d) If the Bidder is a joint venture (JV), the provisions of items (a), (b), or (c) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

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

## 5. Eligible Bidders

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

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines;

- (c) Corporations duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines, and of which at least seventy five percent (75%) of the interest belongs to citizens of the Philippines; and
- (e) Persons/entities forming themselves into a JV, i.e., a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that, in accordance with Letter of Instructions No. 630, Filipino 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 Corporate Entities may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not dependent agencies of the GOP or the Procuring Entity.

5.4. (a) Unless otherwise provided in the **BDS**, the Bidder must have completed within ten (10) years from the submission of bids, a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the National Statistics Office consumer price index.

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

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

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC) or a Commitment from a Universal or Commercial bank to extend a credit line in its favor if awarded the contract for this project (CLC).

The NFCC, computed using the following formula, must be at least equal to the ABC to be bid:

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

Where:

K = 10 for a contract duration of one year or less, 15 for a contract duration of more than one year up to two years, and 20 for a contract duration of more than two years.

The CLC must be at least equal to ten percent (10%) of the ABC for this Project. If issued by a foreign bank, it shall be confirmed or authenticated by a Universal or Commercial Bank. In the case of local government units (LGUs), the Bidder may also submit CLC from other banks certified by the *Bangko Sentral ng Pilipinas* (BSP) as authorized to issue such financial instrument.

## 6. Bidder's Responsibilities

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

- 6.2. The Bidder is responsible for the following:

- (a) Having taken steps to carefully examine all of the Bidding Documents;
- (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
- (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
- (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin/s as provided under **ITB** Clause 10.3.
- (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;

- (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- (g) Authorizing the Head of the Procuring Entity or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of the Act in relation to other provisions of Republic Act 3019; and
- (j) Complying with existing labor laws and standards, if applicable.

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

- 6.3. The Bidder, by the act of submitting its bid, shall be deemed to have inspected the site and determined the general characteristics of the contract works and the conditions for this Project and examine all instructions, forms, terms, and project requirements in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the prospective bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to this Project, including: (a) the location and the nature of the contract, project, or work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work.
- 6.5. The Procuring Entity shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by the procuring entity.
- 6.6. Before submitting their bids, the Bidders are deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect the contract in any way.

- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and the Procuring Entity will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 6.8. Bidders should note that the Procuring Entity will only accept bids only from those that have paid the nonrefundable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

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

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. If the Procuring Entity determines that, by reason of the method, nature, or complexity of the contract to be bid, or when international participation will be more advantageous to the GOP, a longer period for the preparation of bids is necessary, the pre-bid conference shall be held at least thirty (30) calendar days*

*before the deadline for the submission and receipt of bids, as specified in the **BDS**.*

- 9.2. Bidders are encouraged to attend the pre-bid conference to ensure that they fully understand the Procuring Entity's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the Bidding Documents as recorded in the minutes of the pre-bid conference and the Supplemental/Bid Bulletin.
- 9.3. Any statement made at the pre-bid conference shall not modify the terms of the bidding documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.

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

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

### **C. Preparation of Bids**

## **11. Language of Bids**

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



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

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

(a) Eligibility Documents –

Class "A" Documents:

- (i) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives, or any proof of such registration as stated in the **BDS**;
- (ii) Mayor's permit issued by the city or municipality where the principal place of business of the prospective bidder is located;
- (iii) Statement of all its ongoing and completed government and private contracts including contracts awarded but not yet started, if any. The statement shall include, for each contract, the following:
  - (iii.1) name of the contract;
  - (iii.2) date of the contract;
  - (iii.3) contract duration;
  - (iii.4) owner's name and address;
  - (iii.5) nature of work;
  - (iii.6) contractor's role (whether sole contractor, subcontractor, or partner in a JV) and percentage of participation;
  - (iii.7) total contract value at award;
  - (iii.8) date of completion or estimated completion time;
  - (iii.9) total contract value at completion, if applicable;
  - (iii.10) percentages of planned and actual accomplishments, if applicable;
  - (iii.11) value of outstanding works, if applicable;

- (iii.12) the statement shall be supported by the notices of award and/or notices to proceed issued by the owners; and
- (iii.13) the statement shall be supported by the Constructors Performance Evaluation System (CPES) rating sheets, and/or certificates of completion and owner's acceptance, if applicable;
- (iv) Unless otherwise provided in the **BDS**, valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project;
- (v) Audited financial statements, showing, among others, the prospective total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- (vi) NFCC computation or CLC in accordance with **ITB** Clause 5.5; and Class "B" Document:
- (vii) If applicable, valid Joint Venture Agreement (JVA) or, in lieu thereof, duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful shall be included in the bid.
- (b) Technical Documents –
  - (i) Bid security as prescribed in **ITB** Clause 18. If 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 an authorized Insurance Commission that a surety or insurance company is authorized to issue such instrument;
  - (ii) Project Requirements, which shall include the following:
    - (ii.1) Organizational chart for the contract to be bid;

(ii.2) List of contractor's personnel (*viz*, project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data; and

(ii.3) List of contractor's equipment units, which are owned, leased, and/or under purchase agreements, supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project; and

(iii) Sworn statement in accordance with Section 25.2(b)(iv) of the IRR of RA 9184 and using the form prescribed in Section IX. Bidding Forms.

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

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

- (a) Financial Bid Form in accordance with the form prescribed in Section IX. Bidding Forms; and
- (b) Any other document required related to the financial component of the bid as stated in the **BDS**.

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

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

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

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

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

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

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

## **14. Alternative Bids**

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

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

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

## **15. Bid Prices**

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

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

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

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

## **16. Bid Currencies**

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

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

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

## **17. Bid Validity**

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

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

## **18. Bid Security**

18.1. The bid security in the amount stated in the **BDS** shall be equal to the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Equal to Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Five percent (5%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

For biddings conducted by local government units, the Bidder may also submit bid securities in the form of cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit from other banks certified by the BSP as authorized to issue such financial statement.

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 postdisqualified, upon submission of a written waiver of their right to file a motion for reconsideration and/or protest. Without prejudice on its forfeiture, Bid Securities shall be returned only after the bidder with the Lowest Calculated Responsive Bid has signed the contract and furnished the Performance Security, but in no case later than the expiration of the Bid Security validity period indicated in **ITB Clause 18.2**.

18.4. Upon signing and execution of the contract, pursuant to **ITB Clause 31**, and the posting of the performance security, pursuant to **ITB Clause 32**, the successful

Bidder's Bid security will be discharged, but in no case later than the Bid security validity period as indicated in **ITB Clause 18.2**.

18.5. The bid security may be forfeited:

- (a) if a Bidder:
  - (i) withdraws its bid during the period of bid validity specified in **ITB Clause 17**;
  - (ii) does not accept the correction of errors pursuant to **ITB Clause 27.3(b)**;
  - (iii) fails to submit the requirements within the prescribed period, or a finding against their veracity, as stated in **ITB Clause 28.2**; or
  - (iv) submission of eligibility requirements containing false information or falsified documents;
  - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
  - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
  - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause after the Bidder had been adjudged as having submitted the Lowest Calculated and Responsive Bid;
  - (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during postqualification 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; or

## **19. Format and Signing of Bids**

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in on or before the deadline specified in the **ITB** Clause 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. The bid, except for unamended printed literature, shall be signed, and each and every page thereof shall be initialed, by the duly authorized representative/s of the Bidder.
- 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 indelible 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 identified in **ITB** Clause 10.1;
- (d) bear the specific identification of this bidding process indicated in the Invitation to Bid; and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with **ITB** Clause 21.

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

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

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

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

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

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

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

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

the BAC. Bid modifications received after the applicable deadline shall not be considered and shall be returned to the Bidder unopened.

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

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

- 24.1. The BAC shall open the first bid envelopes of Bidders in public as specified in the **BDS** to determine each Bidder's compliance with the documents prescribed in **ITB** Clause 12. For this purpose, the BAC shall check the submitted documents of each bidder against a checklist of required documents to ascertain if they are all present, using a non-discretionary "pass/fail" criterion. If a bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 24.2. Unless otherwise specified in the BDS, immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in **ITB** Clause 13.2, 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.

- 24.3. Letters of withdrawal shall be read out and recorded during bid opening, and the envelope containing the corresponding withdrawn bid shall be returned to the Bidder unopened. If the withdrawing Bidder’s representative is in attendance, the original bid and all copies thereof shall be returned to the representative during the bid opening. If the representative is not in attendance, the Bid shall be returned unopened by registered mail. The Bidder may withdraw its bid prior to the deadline for the submission and receipt of bids, provided that the corresponding letter of withdrawal contains a valid authorization requesting for such withdrawal, subject to appropriate administrative sanctions.
- 24.4. If a Bidder has previously secured a certification from the Procuring Entity to the effect that it has previously submitted the above-enumerated Class “A” Documents, the said certification may be submitted in lieu of the requirements enumerated in **ITB** Clause 12.1(a), items (i) to (vi).
- 24.5. In the case of an eligible foreign Bidder as described in **ITB** Clause 5, the Class “A” Documents enumerated in **ITB** Clause 12.1(a) may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned.
- 24.6. Each partner of a joint venture agreement shall likewise submit the documents required in **ITB** Clauses 12.1(a)(i) and 12.1(a)(ii). Submission of documents required under **ITB** Clauses 12.1(a)(iii) to 12.1(a)(vi) by any of the joint venture partners constitutes compliance.
- 24.7. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of bid opening, upon verbal notification within which to file a request for reconsideration with the BAC: Provided, however, that the request for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned: Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed Bidder unopened and/or duly sealed until such time that the request for reconsideration or protest has been resolved.

## **E. Evaluation and Comparison of Bids**

### **25. Process to be Confidential**

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

25.2. Any effort by a bidder to influence the Procuring Entity in the Procuring Entity's decision in respect of Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.

## 26. Clarification of Bids

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

## 27. Detailed Evaluation and Comparison of Bids

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

27.2. In evaluating the Bids to get the Lowest Calculated Bid, the Procuring Entity shall undertake the following:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

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

- (a) Completeness of the bid. Unless the ITB specifically allows partial bids, bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, bill of quantities, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a "0" (zero) for the said item would mean that it is being offered for free to the Procuring Entity; and
- (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications if expressly allowed in the **BDS**. Any adjustment shall be calculated in monetary terms to determine the calculated prices.

- 27.4. Based on the detailed evaluation of bids, those that comply with the abovementioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered, unless otherwise indicated in the **BDS**.
- 27.5. The Procuring Entity's evaluation of bids shall only be based on the bid price quoted in the Financial Bid Form
- 27.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

## **28. Post Qualification**

- 28.1. The Procuring Entity shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid (LCB) complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 28.2. Within a non-extendible period of three (3) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements:
- (a) Tax clearance per Executive Order 398, Series of 2005;
  - (b) Latest income and business tax returns in the form specified in the **BDS**;
  - (c) Certificate of PhilGEPS Registration; and
  - (d) Other appropriate licenses and permits required by law and stated in the **BDS**.

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

- 28.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12 and 13, as well as other information as the Procuring Entity deems necessary and appropriate, using a non-discretionary "pass/fail" criterion.

- 28.4. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the Lowest Calculated Responsive Bid, and recommend to the Head of the Procuring Entity the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower, subject to **ITB** Clause 30.3.
- 28.5. A negative determination shall result in rejection of the Bidder's Bid, in which event the Procuring Entity shall proceed to the next Lowest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the Lowest Calculated and Responsive Bid is determined for contract award.
- 28.6. Within a period not exceeding seven (7) calendar days from the date of receipt of the recommendation of the BAC, the Head of the Procuring Entity shall approve or disapprove the said recommendation. In the case of government owned and government-owned and/or -controlled corporations (GOCCs) and government financial institutions (GFIs), the period provided herein shall be fifteen (15) calendar days.

## **29. 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 Government as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the head of the procuring entity;
  - (ii) If the project is no longer necessary as determined by the head of the procuring entity; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of the Procuring Entity.

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

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

## **F. Award of Contract**

### **30. Contract Award**

30.1. Subject to **ITB** Clause 28, the Procuring Entity shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid (LCRB).

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

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

- (a) Submission of the following documents within the prescribed period from receipt by the Bidder of the notice that it has the Lowest Calculated and Responsive Bid:
  - (i) Valid JVA, if applicable, within ten (10) calendar days;
  - (ii) Valid PCAB license and registration for the type and cost of the contract to be bid for foreign bidders, within thirty (30) calendar days, if allowed under a Treaty or International or Executive Agreement mentioned in **ITB** Clause 12.1(a)(iv);
- (b) Posting of the performance security in accordance with **ITB** Clause 32;
- (c) Signing of the contract as provided in **ITB** Clause 31; and
- (d) Approval by higher authority, if required.

### **31. Signing of the Contract**

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

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;
- (d) Performance Security;
- (e) Credit line in accordance with **ITB** Clause 5.5, if applicable;



- (f) Notice of Award of Contract; and
- (g) Other contract documents that may be required by existing laws and/or specified in the **BDS**.

## 32. Performance Security

32.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from the Procuring Entity and in no case later than the signing of the contract.

32.2. The performance security shall be denominated in Philippine Pesos and posted in favor of the Procuring Entity in an amount equal to the percentage of the total contract price as stated in the **BDS** in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Ten percent (10%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security; and/or	Thirty percent (30%)
(d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

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

Bidder passed postqualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement.

### **33. Notice to Proceed**

33.1. Within three (3) calendar days from the date of approval of the Contract by the appropriate government approving authority, the Procuring Entity shall issue its Notice to Proceed to the Bidder.

33.2. The contract effectivity date shall be provided in the Notice to Proceed by the Procuring Entity, which date shall not be later than seven (7) calendar days from the issuance of the Notice to Proceed.

**Section III**  
**Bid Data Sheet**

## Bid Data Sheet

ITB Clause	
1.1	<p>The PROCURING ENTITY is <i>Mactan-Cebu International Airport Authority (MCIAA)</i></p> <p>The name of the Contract is <i>Supply &amp; Installation of PAPI, THRESHOLD/END LIGHTS &amp; RUNWAY CENTERLINE LIGHTS affected by repair of Runway 04-22</i> which is intended to be completed within Sixty (60) calendar days from start date.</p>
2	<p>The Funding Source is:</p> <p>The Government of the Philippines (GOP) through <i>MCIAA Corporate Funds 2017</i> in the amount of <i>Nineteen Million One Hundred Seven Thousand Eight Hundred Ninety One and 99/100 (Php 19, 107,891.99)</i></p> <p><i>The name of the Project is Supply &amp; Installation of PAPI, THRESHOLD/END LIGHTS &amp; RUNWAY CENTERLINE LIGHTS affected by repair of Runway 04-22</i></p>
3.1	No further instructions
5.1	No further instructions
5.2	Foreign bidders, except those falling under ITB Clauses 5.1. and 5.2 may not participate in this project.
5.4	<ol style="list-style-type: none"> <li>1. Per Government Procurement Policy Board (GPPB) Resolution No. 11-2012 removed the ten (10) year period of the completed contract.</li> <li>2. The Bidder must have completed, a single contract which is stated in ITB Clause 12 (a)(iii) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</li> <li>3. For this purpose, prospective bidders must have certified experience as prime contractor in the successful execution and installation of at least <i>One (1) single largest project for Airfield Lighting System in an active runways and taxiways including resurfacing works of airfield lightings</i></li> </ol> <p>The Bidder shall submit documented proof such as certified copy of Contract and certified copy of Certificate of Completion/Acceptance issued by the Philippine Airport Authorities, or other International Airport Authority abroad.</p>
6.0	Bidders shall secure certificate of site inspection from MCIAA Chief Engineer of Mactan- Cebu International Airport as proof of the conduct of Survey/Inspection of Site prior to Bidding and submit together with the Bid

8.1	Sub - contracting is Not allowed
8.2	Not applicable
9.1	<p>The Procuring Entity will hold a pre-bid conference for this Project on _____</p> <p>Only bidders/participants who/which purchased the bidding documents are allowed to propound clarificatory questions during the pre-bid conference. All amendments to the Bidding documents shall be made in writing issued through Bid Bulletin. Verbal statements made by the BAC Members, its Technical Working Group, MCIAA Officers and/or authorized personnel/representative at anytime during the bidding process shall not amend the Bidding Documents unless the same are reduced into Bid Bulletins.</p>
10.1	<p>The Procuring Entity's address is:  Mactan Cebu International Airport Authority  Upper Ground Floor, Lobby Level  Waterfront Airport Hotel &amp; Casino  Airport Road, Lapu-lapu City 6016</p> <p>All written communications, queries or clarifications should be addressed to:   Chairman, Bids and Awards Committee</p>

	Tel. No. : 2395030      Fax No. : 3414617
12.1	<p>The first envelope shall contain the eligibility and technical documents stated in the <b>ITB</b> Clause 12.1. However, if the Bidder maintains a current and updated file of his Class "A" Legal Documents with the Procuring Entity, an updated Certificate of Registration for the current year issued by the Procuring Entity's Procurement Division may be submitted in lieu of the Class "A" Legal Documents.</p> <p>Additional Legal Documents to be submitted/contained in the Technical Envelope:</p> <p style="text-align: center;">Current and Valid Tax Clearance (Certificate) per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR, National Office, Quezon City. (Ref. GPPB Res. 21-2013)</p> <p>Additional Technical Documents to be submitted/contained in the Technical Envelope as follows:</p>

	<p>12.1b (iv) Other Technical Documents  (iv.1) Bar Chart / S - Curve  (iv.2) Manpower Utilization Schedule  (iv.3) Equipment Utilization Schedule</p> <p><i>Note: Failure to submit the above requirement shall render the bid failed</i></p>
12.1(a)(i)	<p>Proof of registration: <b>CORPORATION</b> – SEC Registration Certificate  <b>SOLE PROPRIETOR</b> – DTI Certificate  <b>CDA</b> – Proof CDA Certificate</p> <p>No other forms of proof of registration is acceptable</p>
12.1(a)(iv)	<p><b>PCAB License:</b></p> <p>License Particular – General Engineering at least B  Registration Particular – at least Medium A for Navigational Facilities</p> <p><b>Note:</b> <i>Joint Venture whether already forged or intended to be forged must submit the Special PCAB License (for Joint Venture) as part of the eligibility requirement. (See 3.6 of the Terms of Reference)</i></p>
12.1 (b) (ii)	<p>The Bidder Statement of Availability of Key Personnel to be accompanied by the list of names of minimum key personnel being proposed for the project together with their respective curriculum vitae showing among others their Educational Attachment, professional Qualification, Experience and copies of their respective valid and subsisting PRC licenses.</p> <p>The prospective bidders shall have the minimum technical staff to be assigned to the Project composed of the following:</p> <ol style="list-style-type: none"> <li>1. One (1) Project Manager –should be a Philippine Registered Electrical Engineer with at least 10 year track of records and experiences in installing Airfield Lighting System and Runway AFL resurfacing works.</li> <li>2. One (1) Project Engineer –should be a Philippine Registered Engineer with at least 5 year experience in installing Airfield Lighting System</li> <li>3. One (1) Foreman with experience with Airfield Lighting System</li> <li>4. One (1) Safety Officer with Certification from OSHC of DOLE</li> </ol>
12.1 (b) (ii.3)	<p>The prospective bidders is required to have the following minimum tools and equipment available for the project and shall submit supporting proof of ownership (except as noted):</p>

	<ul style="list-style-type: none"> <li>• Two (2) Air Compressor with jack hammer</li> <li>• One (1) Backhoe with Pavement Breaker</li> <li>• Three (3) Concrete Cutter with blade</li> <li>• One (1) Diesel Welding Machine 300 amp</li> <li>• Two (2) Water Pump</li> <li>• Two (2) Service Truck</li> <li>• One (1) Dump Truck minimum 6cum</li> <li>• Two (2) Roller Compactor 600kg</li> <li>• Two (2) Concrete Vibrator</li> <li>• Two (2) Plate Compactor</li> <li>• Four (4) Generator set with floodlight</li> <li>• One (1) Tower Light Truck</li> <li>• One (1) unit Boring Machine with 9" &amp; 13" bit</li> <li>• Three (3) unit Installation Jig for shallow base 8"</li> <li>• One (1) Total Station</li> <li>• One (1) Megger Insulation Tester 10kV</li> </ul> <p><b>Must attached proof of ownership together with the bid</b></p>
13.1	<p>Additional Documents to be submitted/contained in the Financial Envelope as follows:</p> <p>13.1 (a) Bid Form  (b) Summary of Bids  (c) Bill of Materials/Bill of Quantities  (d) Unit Cost Analysis</p> <p><b>Note:</b> <i>All units of measurement, valuation on quantity, or item stated in the bid proposal shall be final. Subject to existing rules and regulation, any action to correct and/or rectify these values, units, items are strictly prohibited.</i></p>
13.2 (b)	<p>The ABC is <i>Nineteen Million One Hundred Seven Thousand Eight Hundred Ninety One and 99/100 (Php 19,107,891.99)</i></p> <p>Any bid with a financial component exceeding this amount shall not be accepted. In the computation of bid prices, the centavo component must be rounded off to the nearest 2 decimal points.</p>
14.2.	No further instructions.
15.4	No further instructions.
16.1	The bid prices shall be quoted in Philippine Pesos.

17.1	Bids will be valid for one hundred twenty (120) days from Bid Opening.
18.1	<p>The bid security shall be in the form of: (1) Bid Securing Declaration (Form is in pages 88-89 of this Bidding Documents; and (2) any one of the securities hereunder enumerated:</p> <ol style="list-style-type: none"> <li>1. <i>The amount of Php 382,157.84 if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</i></li> <li>2. <i>The amount of Php 955,394.60 if bid security is in Surety Bond;</i></li> <li>3. <i>Any combination of the foregoing proportionate to the share of form with respect to total amount of security</i></li> </ol> <p><b>Note:</b> <i>The certification which must be submitted by the bidder together with the Surety Bond must (i) unequivocally state that the surety or insurance company is specifically authorized to issue surety bonds callable on demand and shall be valid until one hundred twenty (120) days from the Bid Opening; and (ii) must be issued by the Insurance Commission. Further, we wish to note that since the surety bond required under Sections 27.2 (c) is required to be project specific, the</i></p>
	<p><i>certification from the Insurance Commission must also be project specific (GPPB NPM 17-2012) Simply put, the OIC Certification must state the name of the project. A format of the certification is part of the FORMS herein.</i></p>
18.2	In case of Surety Bond, the bid security shall be valid for <i>one hundred twenty (120) days from Bid Opening.</i>
19.1 and 19.3	<p>The Bidder or its authorized representative shall sign each and every page of its submitted documents. Provided that in case of an amended literature, the Bidder or its authorized representative need not sign each and every page thereof.</p> <p><b>FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE A GROUND FOR THE BID TO BE DECLARED "FAILED". (GPPB NPM No. 154-2012).</b></p>



<p>20.1 and 20.3</p>	<p>Sealing and Marking Instructions:</p> <p>ELIGIBILITY AND TECHNICAL DOCUMENTS FINANCIAL DOCUMENTS</p> <p>The original of the technical documents shall be enclosed in one envelope, and the original of the financial documents in another envelope. Both envelopes shall then be enclosed in another outer envelope. (A total of three (3) envelopes). Labeled on Original Documents.</p> <p>The first duplicate copy of the technical documents shall be enclosed in one (1) envelope. The same shall be done for the first duplicate copy of the financial documents. Both envelopes shall then be enclosed in an outer envelope. (A total of three (3) envelopes). Labeled as Copy No. 1.</p> <p>The second duplicate copies of the technical documents shall likewise be enclosed in one (1) envelope. The same shall be done for the second duplicate copy of the financial documents. Both envelopes shall then be enclosed in an outer envelope. (A total of three (3) envelopes). Labeled as Copy No. 2.</p> <p>All nine (9) envelopes containing the original copy, first and second duplicate copies of technical as well as financial documents shall then be enclosed in one (1) single envelope. (A total of ten (10) envelopes all in all for the original and duplicate copies).</p> <p>Each envelope shall be marked and labeled in accordance with the instructions for labeling in ITB Clauses 20.3, page 18 of this Bidding Documents.</p> <p><b><i>FAILURE OF THE BIDDER TO COMPLY WITH THE ABOVE SEALING AND MARKING INSTRUCTIONS SHALL BE A GROUND FOR DECLARATION OF THE BIDS AS FAIL (GPPB NPM NO. 145-2012).</i></b></p> <p>Each Bidder will submit one (1) original and two (2) copies of eligibility and technical as well as the financial documents.</p> <p>Further, the Bidders are encouraged to label the documents wit index tabs corresponding to the appropriate annex. Each page is to be numbered consecutively, including the separator. Each component is requested to be ring-bound.</p> <p>Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the Bidding Documents, shall be accepted, provided that the bidder or its duly authorized representative</p>
----------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

	<p>shall acknowledge such condition of the bid as submitted. The BAC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening. (section 25.9 of the 2016 Revised IRR of R.A. 9184)</p>
--	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

21	The address for submission of bids is:
	<p>Bids and Awards Committee  Mactan Cebu International Airport Authority  Upper Ground Floor, Lobby Level  Waterfront Airport Hotel and Casino  Airport Road, Lapu lapu City, 6016</p> <p>The deadline for submission of bids is on _____, not later than _____, at the MCIAA BAC Office.</p> <p><b>LATE BIDS SHALL NOT BE ACCEPTED</b></p>
24.1	<p>The place of bid opening _____.</p> <p>The date and time of bid opening is on _____, at the _____,at the MCIAA BAC Office.</p>
24.2	No further instructions.
27.3(b)	Arithmetical correction is allowed.
27.4	No further instructions.
28.2(b)	<p><i>Tax returns must filed through the Electronic Filing and Payments System (EFPS)</i></p> <p><b>NOTE:</b> <i>The latest income tax will be for the preceding two (2) years and the business tax returns are those within the last six (6) months preceding the bid submission.</i></p>
28.2(d)	No further instructions
31.4(g)	<ol style="list-style-type: none"> <li>1. Organizational chart for the execution of the Works</li> <li>2. Construction safety and health program.</li> </ol> <p>Other additional documents will be stated in the letter to be sent to the Lowest Calculated Bid.</p>
32.2	<p>The performance security shall be in the following amount:</p> <ol style="list-style-type: none"> <li>1. Not less than 10% of ABC if performance security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>2. Not less than 30% of ABC if performance security is in Surety Bond;</li> <li>3. Any combination of the foregoing proportionate to the share of form with respect to total amount of security.</li> </ol>

**Section IV**  
**General Conditions of Contract**

## **TABLE OF CONTENTS**

- 1. DEFINITIONS**
- 2. INTERPRETATION**
- 3. GOVERNING LANGUAGE AND LAW**
- 4. COMMUNICATIONS**
- 5. POSSESSION OF SITE**
- 6. THE CONTRACTOR'S OBLIGATIONS**
- 7. PERFORMANCE SECURITY**
- 8. SUBCONTRACTING**
- 9. LIQUIDATED DAMAGES**
- 10. SITE INVESTIGATION REPORTS**
- 11. THE PROCURING ENTITY, LICENSES AND PERMITS**
- 12. CONTRACTOR'S RISK AND WARRANTY SECURITY**
- 13. LIABILITY OF THE CONTRACTOR**
- 14. PROCURING ENTITY'S RISK**
- 15. INSURANCE**
- 16. TERMINATION FOR DEFAULT OF CONTRACTOR**
- 17. TERMINATION FOR DEFAULT OF PROCURING ENTITY**
- 18. TERMINATION FOR OTHER CAUSES**
- 19. PROCEDURES FOR TERMINATION OF CONTRACTS**
- 20. FORCE MAJEURE, RELEASE FROM PERFORMANCE**
- 21. RESOLUTION OF DISPUTES**
- 22. SUSPENSION OF LOAN, CREDIT, GRANT, OR APPROPRIATION**
- 23. PROCURING ENTITY'S REPRESENTATIVE'S DECISIONS**
- 24. APPROVAL OF DRAWINGS AND TEMPORARY WORKS BY THE PROCURING ENTITY'S REPRESENTATIVE**

- 25. ACCELERATION AND DELAYS ORDERED BY THE PROCURING ENTITY'S REPRESENTATIVE**
- 26. EXTENSION OF THE INTENDED COMPLETION DATE**
- 27. RIGHT TO VARY**
- 28. CONTRACTORS RIGHT TO CLAIM**
- 29. DAYWORKS**
- 30. EARLY WARNING**
- 31. PROGRAM OF WORK**
- 32. MANAGEMENT CONFERENCES**
- 33. BILL OF QUANTITIES**
- 34. INSTRUCTIONS, INSPECTIONS AND AUDITS**
- 35. IDENTIFYING DEFECTS**
- 36. COST OF REPAIRS**
- 37. CORRECTION OF DEFECTS**
- 38. UNCORRECTED DEFECTS**
- 39. ADVANCE PAYMENT**
- 40. PROGRESS PAYMENTS**
- 41. PAYMENT CERTIFICATES**
- 42. RETENTION**
- 43. VARIATION ORDERS**
- 44. CONTRACT COMPLETION**
- 45. SUSPENSION OF WORK**
- 46. PAYMENT ON TERMINATION**
- 47. EXTENSION OF CONTRACT TIME**
- 48. PRICE ADJUSTMENT**
- 49. COMPLETION**
- 50. TAKING OVER**
- 51. OPERATING AND MAINTENANCE MANUALS**

## 1. Definitions

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

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

- 1.13. The **Defects Liability Period** is the one year period between contract completion and final acceptance within which the Contractor assumes the responsibility to undertake the repair of any damage to the Works at his own expense.
- 1.14. **Drawings** are graphical presentations of the Works. They include all supplementary details, shop drawings, calculations, and other information provided or approved for the execution of this Contract.
- 1.15. **Equipment** refers to all facilities, supplies, appliances, materials or things required for the execution and completion of the Work provided by the Contractor and which shall not form or are not intended to form part of the Permanent Works.
- 1.16. The **Intended Completion Date** refers to the date specified in the SCC when the Contractor is expected to have completed the Works. The Intended Completion Date may be revised only by the Procuring Entity's Representative by issuing an extension of time or an acceleration order.
- 1.17. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.18. The **Notice to Proceed** is a written notice issued by the Procuring Entity or the Procuring Entity's Representative to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.19. **Permanent Works** all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Procuring Entity and which shall remain at the Site after the removal of all Temporary Works.
- 1.20. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.21. The **Procuring Entity** is the party who employs the Contractor to carry out the Works stated in the SCC.
- 1.22. The **Procuring Entity's Representative** refers to the Head of the Procuring Entity or his duly authorized representative, identified in the SCC, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.23. The **Site** is the place provided by the Procuring Entity where the Works shall be executed and any other place or places which may be designated in the SCC, or notified to the Contractor by the Procuring Entity's Representative as forming part of the Site.



- 1.24. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.25. **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.26. **Specifications** means the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.27. The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- 1.28. A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Procuring Entity, but not any assignee of such person.
- 1.29. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.30. **Work(s)** refer to the Permanent Works and Temporary Works to be executed by the Contractor in accordance with this Contract, including (i) the furnishing of all labor, materials, equipment and others incidental, necessary or convenient to the complete execution of the Works; (ii) the passing of any tests before acceptance by the Procuring Entity's Representative; (iii) and the carrying out of all duties and obligations of the Contractor imposed by this Contract as described in the **SCC**.

## 2. Interpretation

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

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

Contractor with labor, materials and/or equipment for the performance of this Contract.

## **8. Subcontracting**

8.1. Unless otherwise indicated in the SCC, the Contractor cannot subcontract Works more than the percentage specified in **ITB** 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. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract, subject to compliance with the required qualifications and the approval of the Procuring Entity.

## **9. Liquidated Damages**

9.1. The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the SCC for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least onetenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages

shall not affect the Contractor. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Procuring Entity shall rescind this Contract, without prejudice to other courses of action and remedies open to it.

9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Engineer of the Procuring Entity shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in **GCC** Clause 40.1.

## **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 Head of the Procuring Entity has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Procuring Entity shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

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

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

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

supervision, then the consultant who prepared the design or undertook construction supervision for the project shall be held liable;

- (c) Procuring Entity’s Representatives/Project Manager/Construction Managers and Supervisors – The project owner’s representative(s), project manager, construction manager, and supervisor(s) shall be held liable in cases where the Structural Defects/Failures are due to his/their willful intervention in altering the designs and other specifications; negligence or omission in not approving or acting on proposed changes to noted defects or deficiencies in the design and/or specifications; and the use of substandard construction materials in the project;
- (d) Third Parties - Third Parties shall be held liable in cases where Structural Defects/Failures are caused by work undertaken by them such as leaking pipes, diggings or excavations, underground cables and electrical wires, underground tunnel, mining shaft and the like, in which case the applicable warranty to such structure should be levied to third parties for their construction or restoration works.
- (e) Users - In cases where Structural Defects/Failures are due to abuse/misuse by the end user of the constructed facility and/or non-compliance by a user with the technical design limits and/or intended purpose of the same, then the user concerned shall be held liable.

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

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

Form of Warranty	Minimum Amount in Percentage (%) of Total Contract Price
(a) Cash or letter of credit issued by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Five Percent (5%)

(b) Bank guarantee confirmed by Universal or Commercial bank: provided, however, that the letter of credit shall be confirmed or authenticated by a Universal or Commercial bank, if issued by a foreign bank	Ten Percent (10%)
(c) Surety bond callable upon demand issued by GSIS or any surety or insurance company duly certified by the Insurance Commission	Thirty Percent (30%)

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

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

### 13. Liability of the Contractor

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

### 14. Procuring Entity’s Risk

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

- (a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to:
  - (i) any type of use or occupation of the Site authorized by the Procuring Entity after the official acceptance of the works; or
  - (ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.



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

## **15. Insurance**

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

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

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

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

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

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

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

## **16. Termination for Default of Contractor**

- 16.1. The Procuring Entity shall terminate this Contract for default when any of the following conditions attend its implementation:
- 16.2. 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;
- 16.3. Due to its own fault and after this Contract time has expired, the Contractor incurs delay in the completion of the Work after this Contract has expired; or
- 16.4. The Contractor:
- (a) abandons the contract Works, refuses or fails to comply with a valid instruction of the Procuring Entity or fails to proceed expeditiously and without delay despite a written notice by the Procuring Entity;

- (b) 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;
- (c) does not execute the Works in accordance with this Contract or persistently or flagrantly neglects to carry out its obligations under this Contract;
- (d) neglects or refuses to remove materials or to perform a new Work that has been rejected as defective or unsuitable; or
- (e) sub-lets any part of this Contract without approval by the Procuring Entity.

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

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

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

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

## **18. Termination for Other Causes**

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

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

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

- (a) The Contractor stops work for twenty eight (28) days when no stoppage of work is shown on the current Program of Work and the stoppage has not been authorized by the Procuring Entity's Representative;
- (b) The Procuring Entity's Representative instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within twenty eight (28) days;
- (c) The Procuring Entity shall terminate this Contract if the Contractor is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Contractor. In the case of the Contractor's insolvency, any Contractor's Equipment which the Procuring Entity instructs in the notice is to be used until the completion of the Works;
- (d) A payment certified by the Procuring Entity's Representative is not paid by the Procuring Entity to the Contractor within eighty four (84) days from the date of the Procuring Entity's Representative's certificate;
- (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 Head of the Procuring Entity shall terminate this Contract only by a written notice to the Contractor conveying the termination of this Contract. The notice shall state:
    - (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 Head of the Procuring Entity a verified position paper stating why the contract should not be terminated. If the Contractor fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the Head of the Procuring Entity shall issue an order terminating the contract;
- (d) The Procuring Entity may, at anytime before receipt of the Bidder's verified position paper described in item (c) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Contractor's receipt of the notice;
- (e) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the Head of the Procuring Entity shall decide whether or not to terminate this Contract. It shall serve a written notice to the Contractor of its decision and, unless otherwise provided in the said notice, this Contract is deemed terminated from receipt of the Contractor of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate; and
- (f) The Head of the Procuring Entity may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the Head of the Procuring Entity.

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

- (a) Failure of the contractor, due solely to his fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP");
- (b) Failure by the contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the contractor to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.

For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:

- (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 Head of the Procuring Entity.

## **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.

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

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

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

the Contract Price. If the Procuring Entity accepts the quotation, the corresponding change in the SCC is a Variation.

### **38. Uncorrected Defects**

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

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

### **39. Advance Payment**

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

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

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

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

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

### **40. Progress Payments**

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

40.2. The Procuring Entity shall deduct the following from the certified gross amounts to be paid to the contractor as progress payment:

- (a) Cumulative value of the work previously certified and paid for.
- (b) Portion of the advance payment to be recouped for the month.
- (c) Retention money in accordance with the condition of contract.
- (d) Amount to cover third party liabilities.

- (e) Amount to cover uncorrected discovered defects in the works.
- 40.3. Payments shall be adjusted by deducting there from the amounts for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Procuring Entity's Representative within twenty eight (28) days from the date each certificate was issued. No payment of interest for delayed payments and adjustments shall be made by the Procuring Entity.
- 40.4. The first progress payment may be paid by the Procuring Entity to the Contractor provided that at least 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 **SCC** 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 therefore.

42.3. The total “retention money” shall be due for release upon final acceptance of the Works. The Contractor may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to the Procuring Entity, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten (10%) percent retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to

be determined by the concerned implementing office/agency or Procuring Entity and will answer for the purpose for which the ten (10%) percent retention is intended, *i.e.*, to cover uncorrected discovered defects and third party liabilities.

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

### **43. Variation Orders**

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

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

- 43.3. An Extra Work Order may be issued by the Procuring Entity to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of Work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the Work or character provided for in the contract.
- 43.4. Any cumulative Variation Order beyond ten percent (10%) shall be subject of another contract to be bid out if the works are separable from the original contract. In exceptional cases where it is urgently necessary to complete the original scope of work, the Head of the Procuring Entity may authorize a positive Variation Order go beyond ten percent (10%) but not more than twenty percent (20%) of the original contract price, subject to the guidelines to be determined by the GPPB: *Provided, however,* That appropriate sanctions shall be imposed on the designer, consultant or official responsible for the original detailed engineering design which failed to consider the Variation Order beyond ten percent (10%).
- 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 Head of the Procuring Entity for approval.
  - (b) The Head of the Procuring Entity or his duly authorized representative, upon receipt of the proposed Change Order or Extra Work Order shall immediately instruct the technical staff of the Procuring Entity's to conduct an on-the-spot investigation to verify the need for the Work to be prosecuted. A report of such verification shall be submitted directly

to the Head of the Procuring Entity or his duly authorized representative.

- (c) The, Head of the Procuring Entity or his duly authorized representative, after being satisfied that such Change Order or Extra Work Order is justified and necessary, shall review the estimated quantities and prices and forward the proposal with the supporting documentation to the Head of Procuring Entity for consideration.
- (d) If, after review of the plans, quantities and estimated unit cost of the items of work involved, the proper office of the procuring entity empowered to review and evaluate Change Orders or Extra Work Orders recommends approval thereof, Head of the Procuring Entity or his duly authorized representative, believing the Change Order or Extra Work Order to be in order, shall approve the same.
- (e) The timeframe for the processing of Variation Orders from the preparation up to the approval by the Head of the Procuring Entity concerned shall not exceed thirty (30) calendar days.

#### **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 governmentfurnished 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 effective order of 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, nonacquisition of permit to enter private properties within the right-of-way resulting in complete paralyzation of construction activities, and other meritorious causes as determined by the Procuring Entity's Representative and approved by the Head of the Procuring Entity. 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 adjustment shall be allowed. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

#### **49. 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

GCC Clause	
1.16	The <b>Intended Completion Date</b> is <b>WITHIN SIXTY (60) CALENDAR DAYS FROM START DATE.</b>
1.21	The <b>Procuring Entity</b> is MACTAN-CEBU INTERNATIONAL AIRPORT AUTHORITY (MCIAA).
1.22	The <b>Procuring Entity's Representative</b> is the MCIAA General Manager or his duly authorized representative.
1.23	The <b>Site</b> is located at Runway 04/22, MCIA AIRPORT COMPLEX
1.27	The <b>Start Date</b> is after the Contractor's receipt of the Notice to Proceed.
1.30	The <b>Works</b> is as stated in the Specifications.
2.2	<i>Completion of the Works is Sixty (60) calendar days.</i>
5.1	The <b>Procuring Entity</b> shall give possession of all parts of the Site to the Contractor upon issuance of the Notice to Proceed.
6.5	The Contractor shall employ the following <b>Key Personnel as per BDS requirement:</b> <ul style="list-style-type: none"> <li>• Project Engineer</li> <li>• Project Manager <i>[List key personnel by name and designation]</i></li> <li>• Safety Officer</li> <li>• First Aider</li> </ul>
7.4(c)	No further instructions
7.7	No further instructions.
8.1	No further instructions.
10	The site investigation reports are: none
12.3	No further instructions.
12.5	One (1) year.
13	"No additional provision." <i>or, if the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Procuring Entity</i>
18.3(h)(i)	No further instructions.
21.2	The Arbiter is: none
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 two [2] days of delivery of the Letter of Acceptance.
31.3	The period between Program of Work updates is seven [7] days. The amount to be withheld for late submission of an updated Program of Work is [Php 19,107,891.99].
34.3	The Funding Source is the Mactan-Cebu International Airport Authority (MCIAA)
39.1	The amount of the advance payment is fifteen percent [15%] of the total contract price.
40.1	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
51.1	The contractor shall submit the As built plan/drawings within thirty (30) calendar days upon completion of the project.
51.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is at least one tenth (1/10) of one percent of the total cost of the project for every day of delay.

# **Section VI**

## **Specifications**

# TERMS OF REFERENCE

## PART 1

### 1.0 INTRODUCTION

The Mactan-Cebu International Airport Authority has prepared this Terms of Reference for the use of prospective firms who are interested in the implementation of the **SUPPLY & INSTALLATION OF PAPI, THRESHOLD/END LIGHTS & RUNWAY CENTERLINE LIGHTS AFFECTED BY REPAIR OF RUNWAY 04/22**

This project will include all electrical requirements that will be necessary for the **SUPPLY & INSTALLATION OF PAPI, THRESHOLD/END LIGHTS & RUNWAY CENTERLINE LIGHTS AFFECTED BY REPAIR OF RUNWAY 04/22** including its conduit system and underground cables and those existing lights that will be affected.

The Budgetary Estimate of this project is **PHP 19,107,891.99** and is to be completed within **SIXTY (60) Calendar days**.

Furthermore, in order to achieve the highest quality of work, it is necessary that proponents shall closely adhere to the Terms of Reference (TOR) and Criteria set forth herein.

This project shall adhere to the minimum standard set by the latest edition of Philippine Electrical Code (PEC Part 1 and II), as well as, government ordinances enforced in the locality.

### 2.0 GENERAL

The Mactan-Cebu International Airport Authority (MCIAA), through the Bids and Awards Committee (BAC) intends to invite interested Prospective Licensed Contractors to Apply for Eligibility and to Bid for the : **SUPPLY & INSTALLATION OF PAPI, THRESHOLD/END LIGHTS & RUNWAY CENTERLINE LIGHTS AFFECTED BY REPAIR OF RUNWAY 04/22**

for the Mactan-Cebu International Airport, Lapu-lapu City, Cebu, under the guidelines of this Terms of References / Instruction to Bidders and in accordance with the Implementing Rules & Regulations of R.A. No. 9184.

**2.1** The prospective bidders should possess a valid PCAB License with at least **Category B in General Engineering** and classified by the Inter-Agency Committee (IAC) on Registration and Classification of Contracts as **Medium A for Navigational & Electrical Facilities**, and **Medium A on Airport Horizontal Structure**, have completed a similar contract with a value of at least 50% of the ABC with similar in nature and complexity to the contract, have key personnel and equipment ( listed in the Eligibility Forms ) available for the prosecution of the contract and meet other minimum eligibility requirements stated in this TOR and in the Eligibility Documents and Eligibility Data Sheet.

**2.2** Only eligible bidders as defined and determined in accordance with this Terms of Reference, Guidelines and Instruction to Applicants for Eligibility, R.A. 9184 and its corresponding Implementing Rules and Regulations (IRR) as Amended may participate in the bidding for the subject Project.

**2.3** The determination of eligibility shall be based on the submission of the required documents to the BAC, utilizing the forms prepared by the BAC and using the criteria stated in this TOR, Eligibility Documents and Eligibility Data Sheet including R.A. No. 9184 including its corresponding IRR-A.

### **3.0 CRITERIA, ELIGIBILITY DATA SHEET AND ELIGIBILITY REQUIREMENTS OF PROSPECTIVE BIDDERS / CONTRACTORS**

**3.1** The prospective bidders / contractors must fully comply with the here-in-below minimum Eligibility Requirements according to the following criteria set forth herein and IRR-A of RA 9184.

**3.2** To be eligible, the prospective bidders shall provide evidence satisfactory to MCIAA of its capability and adequacy of resources to carry out the project and Contract effectively.

**3.3** The prospective bidders shall possess and submit in the Eligibility Documents a current and valid PCAB license with at least **Category "B" in General Engineering** as Principal Classification and with registration particular **Medium "A" for Navigational Facilities**.

#### **3.4 EXPERIENCE REQUIREMENTS:**

**3.4.1** The prospective bidders or the JV partner must have certified experience as ***prime contractor in the successful execution and installation of at least one (1) single largest project for Airfield Lighting System in an active runways and taxiways including resurfacing works of airfield lightings***, whereas the single largest contract value shall be at least 50% of the approved budget for the contract to bid (ABC). The prospective bidder shall submit documented proof such as certified copy of Contract and certified copy of Certificate of Completion/Acceptance issued by the Philippine Airport Authorities, or other International Airport Authority abroad.

**3.4.2** Prospective Bidders to submit Certificate of Completion and/or Certificate of Acceptance.

**3.4.3** Similar in nature and complexity to the contract to be bid - A contract shall be considered "Similar" to the contract to be bid if it has the same major categories of works, such as:

***Installation of Airfield Lighting System in an active runways and taxiways including resurfacing works of airfield lightings in the Philippines, whereas the single largest contract value shall be at least 50% of the approved budget for the contract to bid (ABC).***

Only actual participation and implementation in the project undertaking as a Prime Contractor will be credited in the determination of the value of the largest single project in the Installation of Airfield Lighting System in an active runways and taxiways including resurfacing works of airfield lightings in the Philippines.

**3.4.4** The prospective bidders shall have the minimum technical staff to be assigned to the Project composed of the following:

3.4.4.1 One (1) Project Manager - should be a Philippine Registered Electrical Engineer with at least 10 years track records and experiences in installing Airfield Lighting System & Runway AFL resurfacing works.

3.4.4.2 One (1) Project Engineer-should be a Philippine Registered Engineer with at least 5 years experience in installing Airfield Lighting System

3.4.4.3 One (1) Foreman with experience with Airfield lighting system

3.4.4.4 One (1) Safety Officer with Certification from OSHC of DOLE

3.4.4.5 One (1) First Aider with Certification from OSHC of DOLE

**3.4.5** The prospective bidders is required to have the following minimum tools and equipment available for the project and shall submit supporting proof of ownership as per BDS requirement

**3.5** For Joint Venture, the following shall be submitted with the Eligibility Documents in addition to the above :

**3.5.1** Each member of JV Partners shall submit all the minimum eligibility requirements specified in Class "A" of the Eligibility Documents – IRR-A of RA 9184.

**3.5.2** Lead member of JV shall submit documented proof of its track records and experiences in installing at least one (1) single largest project for Airfield Lighting System in an active runways and taxiways including resurfacing works of airfield lightings in the Philippines, whereas the single largest contract value shall be at least 50% of the approved budget for the contract to bid (ABC) with similar in nature and complexity to the contract to be bid and shall satisfy the requirements and criteria specified in Section 3.4 of this TOR.

**3.5.3** The Lead member of the JV shall submit a PCAB license meeting the required criteria specified in Section 3.3 of this TOR.

**3.5.4** A valid Joint Venture Special License Certificate issued by PCAB solely for the contract to be bid;

**3.5.5** A valid and notarized Joint Venture Agreement and Joint Resolution entered into by all members of the JV Partners which shall state among others the following:

3.5.5.1 Lead member of the joint venture authorized to represent the joint venture;

3.5.5.2 Responsibilities of each member as regards to the execution of the contract;

3.5.5.3 Financial participation of each member; and

3.5.5.4 Members are jointly and severally responsible

3.5.5.5 The JV Agreement and Joint Resolution (both shall be duly notarized) shall be valid for the specific project which shall not be terminated without prior written consent / approval from MCIAA.

All members of the Joint Venture shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms, and relevant statement to this effect, and shall be included in the authorization mentioned above as well as the Bid Forms and the Form of Contract Agreement (in case of a successful Bid).

Compliance with the Joint Venture criteria stated above shall mean "PASS" while any non-compliance shall mean "FAIL."

3.6 The above minimum eligibility requirements and criteria for this project shall be fully complied by the prospective contractors / bidders. Failure to comply with any of the above requirements / criteria set forth herein will result in the ineligible for the participation in the bidding for the subject project.

#### **4 STATEMENT OF WORK AND SPECIFICATIONS**

The Works to be done include the furnishing of all materials, labor, plant tools, equipment supervision, testing and commissioning in the **SUPPLY & INSTALLATION OF PAPI, THRESHOLD/END LIGHTS & RUNWAY CENTERLINE LIGHTS AFFECTED BY REPAIR OF RUNWAY 04/22**

all in accordance with the plans and specifications and subject to the terms and conditions of the Standard General Conditions of the Contract.

##### **4.1 OVERALL SCOPE OF WORKS**

The following principal features of the Work are included in the Proposal/ Contract, which shall be completed in a single package called for in the Proposal/Price Schedules Formats and subject to all conditions set forth in the Contract/Documents:

##### **REPAIR OF RUNWAY 06-24 (Electrical works)**

- I. PAPI System ( Pilot side- 4 unit each for RWY 04 & RWY 22)
  1. Survey works for location of temporary PAPI base of temporary displayed threshold.
  2. Construction of PAPI foundation.
  3. Excavation for conduit of PAPI.
  4. Laying of conduit/sandbedding & backfilling.
  5. Construction of hand hole for splicing point to existing cable.
  6. Laying of new PAPI cable.
  7. Termination of primary connector of new PAPI cables.
  8. Megger test of new PAPI cable.
  9. Installation, alignment, calibration of new PAPI units.
- II. Elevated Threshold/End Lights (10 unit ea. for RWY 04 & RWY 22)
  1. Survey work for location of Temp Threshold/End

2. Construction of Threshold/End lights Foundation  
(Threshold/End will be install on both side of RWY (wing bar light) extends 10 meter from RWY Edge light)
3. Excavation for conduit of Threshold/End light.
4. Laying of conduits for Threshold/End light/sand bedding & backfilling.
5. Construction of hand hole for splicing point to existing primary cable.
6. Laying of new primary cable to be tap to existing RWY Edge light circuit (alternate circuits).
7. Termination of primary connector to new cable.
8. Megger test of new cable.
9. Installation, levelling, alignment of new Elevated Threshold/End light.

### III. Runway Centerline Lights

1. Survey work for affected Runway C.L. shallow bases & conduits.
2. Layout of affected conduits.
3. Locate EXACT location of RWY C.L. prior to Roto milling of Runway Asphalt for repair.
4. After Roto milling of Runway Asphalt Payment by Civil Work Contractor, Asphalt cutting of runway pavement chipping/ pavement breaking for Installation of new RSC conduit affected by runway repair works.
5. Conduit laying and apply/install asphalt sealer on conduits up to Roto milled Asphalt level.
6. After asphalt repair/overlay by civil works, locate RWY Centerline location.
7. Core/drilling with boring machine & 9 inch boring bit.
8. Install Runway Centerline Shallow base & connect RSC Conduit to the shallow base, pour special Rigid Epoxy Sealant to fixed shallow base to asphalt.
9. Install new secondary cable for affected RWY Centerline Lights.
10. Re-install existing Runway Centerline Light.

### IV. Runway Threshold Identification Light (RWY 04-22)

1. Survey/Layout location of RTIL.
2. Construction of RTIL Foundation.
3. Excavation for conduit of primary cable.
4. Installation of conduit, sandbedding & backfilling.
5. Construction of hand hole for splicing point to RWY Edge light circuit cable.
6. Laying of primary cables & termination of connector kit.
7. Installation of RTIL Control Box & light fixtures. Alignment, levelling of RTIL fixtures.
8. RTIL Power & control shall be tap to the existing Runway Edge Light Circuits.

### V. Flight Check Commissioning

1. Flight check of temporary PAPI units shall be simultaneously for both RWY 04-22.
2. Until such time that the temporary PAPI has been successfully Flight Check & proper NOTAM be issued, closure of portion of the runway for repair works cannot be implemented.
3. Proper coordination with airport controller/CAAP/MCIAA shall be done for simultaneous shutting off of Permanent PAPI Lights & Switching on of Temporary PAPI Lights.



4. Flight check of Threshold/End light & RTIL shall be done simultaneously with the flight check of PAPI Lights.

VI. Decommission of Temp PAPI/ Threshold/End Light/ RTIL

1. After repair works of runway has been completed by Civil Works Contractor & issuance of lifting of NOTAM for repair works.
2. Careful/Proper coordination shall be done for simultaneous decommission of temporary PAPI/ Threshold/End Light/ RTIL & Activation/ Operation of the Permanent PAPI & Threshold /End Light.

#### **4.2 AIRFIELD LIGHTING SYSTEM**

**4.2.1** This Specification concerns the design (where applicable), manufacture and delivery to Site, carrying out all works, installation, testing and commissioning at Site, training, setting in operation and handing over in perfect operating and running condition.

**4.2.2** Works shown on the Drawings and not mentioned or described in the Specification and works described in the Specification and not shown on the Drawings with nevertheless be considered as included in this scope of works and their execution will be deemed to be included in the Contract Price.

**4.2.3** Any matter not provided in the Specification shall be determined through consultation between the Engineer and the Contractor.

#### **4.3 POWER CABLES**

All power cables to be used in the Works shall be manufactured in accordance with the following standards:

IEC	-	International Electro-technical Commission
JIS	-	Japan Industrial Standard
JCS	-	Japanese Cable Makers Association Standards
ICEA	-	Insulated Cable Engineers Association, U.S.A
PEC	-	Philippine Electrical Code

All power cables, except where otherwise specified, shall be cross-linked polyethylene (XLPE) insulated and polyvinyl-chloride sheathed cables.

#### **4.4 GROUNDING WIRE AND BARE COPPER WIRE**

**4.4.1** Bare copper wires for counterpoise installations shall be stranded or PVC insulated wire with a minimum size of 14mm<sup>2</sup>.

**4.4.2** The grounding wires to be used in this work shall be manufactured and tested in accordance with the appropriate Standards authorized in the country of manufacture or equivalent.

#### **4.5 POWER CABLE JOINT**

- 4.5.1** Joints and terminations of the power cable shall be executed in a manner to be approved by the Engineer. For the sake of easy access for maintenance, in principle all joints shall be made in the manholes or hand-holes.
- 4.5.2** The Contractor shall submit joining point location plan for the Engineer's approval within twenty (20) days from the Commencement Date.
- 4.5.3** Full details of jointing materials shall be submitted to the Engineer for written approval, before shipment.

#### **4.6 GROUNDING WIRE AND BARE COPPER WIRE**

- 4.6.1** Bare copper wires for counterpoise installations shall be stranded or PVC insulated wire with a minimum size of 14mm<sup>2</sup> lightning protection.
- 4.6.2** The grounding wires to be used in this work shall be manufactured and tested in accordance with the appropriate Standards authorized in the country of manufacture or equivalent.

### **5 STAGING FOR CONSTRUCTION**

- 5.1 The airfield lighting systems to be rehabilitated, removed and re-installed under this Contract shall be executed in such manner as to ensure no interruption to operations of other airport facilities.
- 5.2 During the implementation of this project, the affected airfield light fixtures, equipment and cables shall be removed as indicated on the Drawings/Scope of Works/Program, all stored, subsequently re-fixed including materials as maybe required.
- 5.3 Any damage caused to or any loss of existing fittings during the execution shall be made good at the expense of the Contractor.

### **6 TEST AND INSPECTION**

The Engineer shall be given the option of witnessing all tests. When the equipment is ready for inspection or test, the Contractor shall notify the Engineer together with the data of tests done by them.

The test report shall contain the information specified below.

- a. Indicate the performance of the equipment under test and whether it meets the system limits.
- b. A record of any engineering changes necessary to correct design deficiencies.

Tests shall be carried out prior to upon Substantial Completion and thereafter as applicable.

The entire Work under the Contract is subject to inspection and test by the Engineer during installation and on completion of the Site.

Test items as follows:

- 1. Test at factory by the Contractor himself (for New Equipment)

2. Test at the Site during construction
3. Commissioning tests
4. Reliability tests
5. Other tests

### **6.1 Test at Site During Construction**

During the course of installation, the Engineer shall have full rights for making tests and inspection of the work, as he may deem necessary if so requested for the purpose of on-the-job training. In this case, the Contractor may have part of the tests conducted by such personnel but shall assume final responsibility for tests results.

### **6.2 Commissioning Tests**

Commissioning tests of the system shall be carried out after each System has been installed and tested. No commissioning tests shall be commenced without prior approval of the Engineer. Established schedule and procedure are to be followed. At least ten (10) working days prior notice of the Contractor's readiness to start each site test shall be given to the Engineer.

Tests shall be designed to minimize interference with on-going facility operations. The Contractor shall conduct the commissioning tests which, however, shall be carried out under the direction of the Engineer.

### **6.3 Reliability Tests**

6.3.1 When the Contractor considers that all Airfield Lighting Systems are completed and ready for commercial service, the Engineer shall be notified accordingly after the commissioning tests. When the Engineer agrees that the system is ready for commercial service, each system will be required to operate under the working conditions, either continuously or intermittently as may be convenient, without failure or interruption of any kind for a period of not less than fifteen (15) days.

6.3.2 The systems shall be operated by the Contractor's staff during the reliability test periods but the Contractor will be allowed to make any minor adjustments which may be necessary, provided that such adjustments do not in any way interfere with, or prevent commercial use by the Employer.

## **7 ADJUSTMENTS**

Any and all adjustments to equipment necessary for proper operations and / or coordination of protective devices shall be made at the expense of the contractor.

## **8 OTHER TESTS**

8.1 The Contractor shall carry out any test other than specified herein above wherever so required by the Engineer. All tests shall be carried out in the presence of the Engineer and the personnel of the Employer and to their complete satisfaction.

8.2 The Contractor may use for this purpose at the site the measuring equipment supplied by him under the Contract with permission of the Engineer, provided that such equipment, be restored to its original condition at the time of commissioning tests.

## **9 RETEST**

Should the systems or any portion thereof fail under test to give the performance required, then any further test(s) which may be considered necessary by the Engineer shall be carried out in a similar manner, but the whole cost of the repeated test(s) shall be borne by the Contractor.

## **10 REJECTION**

If any item fails to comply with the requirements specified in the Specification in any respect whatsoever at any stage of manufacture, test, erection or on final completion, the Engineer may reject the items or defective component thereof, whichever is considered necessary, and after adjustment or modification as directed by the Engineer, the Contractor shall submit the item for further inspection and / or test. In the event of the defect of any item being of such a nature that the requirements in the Specifications cannot be fulfilled by adjustment or modification, such item is to be replaced by the Contractor at his own expense, to the entire satisfaction of the Engineer.

## **11 CONTRACT DRAWINGS**

Contract Drawings shall be examined as necessary to achieve fully coordinated and proper installations as intended herein.

Electrical systems layout indicated are generally diagrammatic, exact routings and location including layout and positions of manholes and pedestal and cable trays are approximate only.

## **12 SUPERVISION OF ELECTRICAL WORK**

Furnish full-time services of One (1) or more experienced Project Engineer/s, well qualified in directing and overseeing all phases of the various work.

Furnish services of manufacturer's representatives if necessary or other especially qualified persons as necessary to supervise specialty systems or equipment installation when regular full-time supervisors are not otherwise fully qualified.

## **13 OPERATION BEFORE FINAL ACCEPTANCE**

Should the Employer require that any portion of lighting system or equipment to be operated prior to date of substantial completion, the Contractor shall consent, and such operation shall be under supervision and direction of the Contractor.

These operations so required prior to substantial completion shall not be constructed as nor constitute acceptance of work so operated, nor constructed contrary to requirements for early activation of systems.

## **14 RESPONSIBILITIES OF THE CONTRACTOR**

- 14.1 The Contractor is fully responsible for the provisions of the entire project as shown in the drawings and shall inform MCAA if something is missing or to be detailed.
- 14.2 The above features of works do not, in any way, limit the responsibilities of the Contractor to the general description of the works, he shall perform all works fully to the intent of the plans / drawings and specifications.
- 14.3 The Contractor shall schedule and program his work within the approved completion period.
- 14.4 The Contractor shall submit to MCIAA a detailed bar chart and sufficient details showing the program, manner and methods for executing each step of the Work prior to actual work commencement.
- 14.5 The Contractor shall closely coordinate with MCIAA's Engineer and other concerned agencies in connection with the execution of his works and to prevent and minimize interference with traffic and aircraft operating thereat in order to maximize air safety.
- 14.6 The Contractor is required to have the necessary & correct tools, instruments and equipment for the proper implementation of the project.
- 14.7 Subcontracting of the Work by the contractor shall not be allowed by MCIAA
- 14.8 Working equipment, tools and installation method shall be proper, suitable and acceptable by MCIAA.
- 14.9 The Contractor shall strictly implement the specifications and notes as shown in the attached plans.
- 14.10 The Contractor, in addition to his offer, shall submit his work methodology and on how to ensure safe operational condition and to minimize traffic obstruction and install safety precaution to motorist on work site.
- 14.11 Power-Interruption – The Contractor shall not interrupt any power system and/or any electric service presently connected without the consent of the MCIAA representative and if there will be any such interruption, it must be done with the least possible time in order not to interrupt the operations of aircrafts thereat.

14.12 After project completion, the Contractor is strictly required to turn-over all waste and excess materials of the project to the Property Management Division (MCIAA Warehouse).

## **15 COMPLETION TIME**

The Work shall be completed within **Sixty (60) Calendar Days, Starting after the contractor's receipt of Notice to Proceed. Submittal requirements shall be completed within fifteen (15) calendar days prior to the work at the job site.**

## **16 WORK SCHEDULE**

Working hours for the Contractor will be between 07:00 A.M. and 5:00 P.M. and/or between 12:00 midnight and 5:00 A.M. depending upon the type of Works to be done at site and the necessary NOTAM issuance.

The Contractor shall execute the work in such a way that the work site, MCIAA facilities and other existing facilities at site are in safe operational condition after each work day schedule.

## **17 MATERIALS**

17.1 All items (materials and equipment) that will be supplied and used shall be new and shall be a manufacturer's standard products confirming/complying to the applicable specifications, such as Philippine Electrical Code (PEC), IEEE, NEC, IAC, ANSI, and NEMA Standards Specifications Requirements and other specified specifications.

17.2 The Contractor and/or the Manufacturer shall submit a certification and proof that the items furnished conform to such specifications and requirements.

17.3 All items to be supplied/installed shall be subject to testing as required by the MCIAA Engineer and will be subject to acceptance and approval by the MCIAA Engineer.

## **19 WORKMANSHIP**

19.1 All materials and equipment shall be of excellent construction, industrial quality or better, and shall be manufactured by well known and qualified manufacturers.

19.2 Quality control in the workmanship for the supply of materials and equipment for the entire project has to be strictly followed and produced to achieve the purpose to complete the overall project without defect.

19.3 All materials and equipment will be examined and checked before installation to ensure that the manufacturer workmanship meets all requirements as specified in the specifications.

## **20 BILL OF QUANTITIES**

- 20.1 The Bill of Quantities shall contain items of works for the construction, installation, testing and commissioning of work to be done by the Contractor.
- 20.2 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.
- 20.3 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.
- 20.4 If requested by the Procuring Entity's Representative, the Contractor shall provide the Procuring Entity's Representative with detailed cost breakdown of any rate in the Bill of Quantities.

## **21 OPERATION AND TEST**

After the installation and splicing of the project is completed, the contractor shall conduct the operational and system test for approval in the presence of the representative from the MCIAA Electrical Division.

## **22 GUARANTEE**

- 22.1 Upon completion and before final acceptance of the work, the contractor shall furnish the MCIAA a written guarantee stating that all works executed shall be guaranteed free from material defects and workmanship.
- 22.2 Any component or material that becomes defective during the term of the guarantee shall be replaced at no cost to the MCIA Authority.
- 22.3 The guarantee shall be for a period of one (1) year from the date of commissioning of the work.

## **23 ACCEPTANCE**

Upon the completion of the project and written turn-over of waste and excess materials to MCIAA Warehouse, a formal acceptance shall be made by MCIAA.

## **24 GENERAL REQUIREMENT**

The Contractor shall be under obligation to adhere to the requirements of this Terms of Reference, technical descriptions and specifications, plans / drawings and the rules and regulations of airport operation at MCIAA while carrying out his functions and responsibilities during the implementation of the contract.

## **25 SECURITY AND SAFETY**

The Contractor shall adhere to all security measures and requirements imposed the MCIAA Management at all times while in the airport facilities and premises.

## **PART 2**

# **TECHNICAL SPECIFICATIONS AND SCOPE OF WORKS**

## **1. GENERAL**

### **1.1. REFERENCE TO SPECIFICATIONS AND STANDARDS**

Whenever FAA specifications and ICAO standards are mentioned in the present specifications, it shall mean the latest issue and/or amendments to said specifications and standards in force at time of tender issuance or negotiation.

All the following particular specifications take precedence on international standards. Generally speaking, ICAO's standards shall govern for all operational and photometric performance, FAA standards and specifications will be considered for structural reliability and strength tests, construction details and mounting standardization.

### **1.2. APPLICATION PUBLICATION**

The publications listed below form a part of this specification and the Works shall be in accordance with the requirements or recommendations of the following codes and standards:

- 1.2.1. Federal Aviation Administration (FAA) Specifications and Advisory Circulars
- 1.2.2. International Civil Aviation Administration (ICAO)
- 1.2.3. Annex 14
- 1.2.4. Aerodrome Design Manual-Part 5 Electrical Systems, 1993
- 1.2.5. American Concrete Institute (ACI) Publications
- 1.2.6. For Airport Constructions, Bonding Plastic Concrete with Multi Component Epoxy Adhesives
- 1.2.7. American Society for Testing and Materials (ASTM) Publications
- 1.2.8. Philippine Electrical Code (PEC)
- 1.2.9. Underwriters Laboratories (UL) Publication
- 1.2.10. Rural Electrification Administration (REA) Bulletin
- 1.2.11. International Power Cable Engineer's Association (IPCEA)
- 1.2.12. American National Standard Institute (ANSI) Publications
- 1.2.13. National Electrical Manufacturer Association (NEMA) Publications

### **1.3. METRIC SYSTEM**

As far as the units of measurement are concerned, the Metric System shall be used in principle, for design and manufacturing equipment.



#### **1.4. WORKMANSHIP AND MATERIALS**

All workmanship to be executed and all materials and Plant 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 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 the satisfaction of the Engineer. The Engineer reserves the right to inspect any materials to be used in the Works at any time and at any place of storage.

#### **1.5. PREVENTION OF ACCIDENT AND PUBLIC NUISANCE**

The Contractor shall formulate adequate control measures in accordance with the relevant local laws and regulations regarding prevention of accidents, fires and public nuisances 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.

The Contractor's safety plan shall take into account, among other items, working in Restricted Areas, Contractor's Equipment; hand held power tools; percussion guns; air compressors and hoses; electrical equipment; fuels; use of dust masks, ear protectors, safety helmets and safety lines.

##### **1.5.1. Prevention of Accidents**

The Contractor shall formulate a safety plan for work at the Site and provide proper protection, especially at such places in the airfield Restricted Areas.

##### **1.5.2. Pollution Control**

The Contractor shall take all necessary steps to minimize noise, vibration, dust, soot, and other pollution resulting from the execution of the Works.

#### **1.6. DAMAGE AND RESTORATION**

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

Restoration shall be equal to or better than the structural qualities or performance capacities of original work; and finishes shall match appearance as closely as possible to that of existing adjacent work. Restorations shall be subject to approval by the Engineer.

Work which in the opinion of the Engineer has not been properly restored shall be removed, replaced or re-executed all as directed by the Engineer, entirely at the Contractor's expense.

## **1.7. MISCELLANEOUS PROVISIONS**

### **1.7.1. SUITABILITY OF MATERIALS**

The Contractor shall immediately refer to the Engineer any requirement shown or specified which the Contractor finds or believes:

- is not equal to specified or normally accepted best industrial standards or not achieving a good quality installation as intended under the Contract; and
- is below standards for proper enforcement of warranties or guaranties required; or is at variance with governing laws, regulations, codes or standards.

### **1.7.2. 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 their rejection by the Engineer' and shall check and verify adequate performance or satisfactory results of all tests and inspections before allowing subsequent work to proceed.

### **1.7.3. REMOVAL OF RUBBISH**

The Contractor shall keep the worksite and all his temporary work areas in a clear and tidy condition and shall remove all rubbish, rubble, debris, packing materials, or surplus materials arising from whatsoever source either offsite or to the designated disposal area at the Engineer's option. The whole of the Site shall be cleared on completion, and any disturbed areas shall be restored to their original condition.

### **1.7.4. DEMOLITION MATERIALS**

All materials arising from the demolition work shall remain the property of the Employer and shall properly dispose off as requested by the engineer.

### **1.7.5. CONDITIONS OF CONTRACT**

Except only as stated below in this clause, the cost of compliance with all obligations and requirements of the Conditions of Contract shall not be paid separately but shall be deemed to be incorporated with the rates and prices contained in the contract.

## **1.8. SUBMISSIONS**

- 1.8.1. No approval by the Engineer of any drawings, samples or documents submitted by the Contractor will relieve the Contractor of any of his responsibilities and/or liabilities under the Contract. The Contractor will remain entirely responsible for the proper execution, completion and remedying of defects in accordance with the provisions of the Contract.
- 1.8.2. The Contractor shall submit proof of timely availability of all materials equipment, instruments, components, tools required for airfield lighting together with certifications that all materials meet the specified specifications.
- 1.8.3. The Contractor shall also show and submit evidence of previous experience with satisfactory performance of installing Airfield Lighting Systems on airports. He must have full support and guarantee of the foreign manufacturers and shall submit certification and proof to this effect.

#### 1.8.4. SAMPLES

The Contractor is to submit samples, free of charge, of Plant and Materials to be incorporated into the Works, whenever called for by the Engineer, and all Plant and materials subsequently delivered to the Site for use in the Works, are to be identical to the samples approved by the Engineer.

All samples shall be delivered two (2) weeks in advance of commencement of the relevant work item in order to give the Engineer sufficient time in which to make decisions regarding choice.

The quantity of the samples provided shall be sufficient for the Engineer to determine whether or not the sample(s) comply with the standard required.

Each sample shall be labeled indicating the generic name of the sample, the manufacturer's name and model number, brand name and supplier's name, and any other relevant data.

The Contractor shall accompany each delivery of samples with a transmittal voucher, listing the sample data enumerated above for each sample transmitted, and referencing each sample to the appropriate drawings, sheet and detail, and to the respective item in the Specifications and the Bill of Quantities.

#### 1.8.5. CONTRACT DRAWINGS/PLANS

1.8.5.1. Shop Drawings prior to proceeding with the installation works, the contractor shall submit to MCIAA the detailed shop drawings, phased schedules of works and the schedule of tools and equipment for approval.

1.8.5.2. The Contract Drawings/Plans show the extent and general arrangement of the Airfield Lighting System. The Contractor shall visit the premises/site to thoroughly familiarize himself with the details of the Works and Working

conditions; shall verify all dimensions in the field and shall verify all dimensions in the field and shall advise the Engineer of any discrepancy.

#### 1.8.5.3. SHOP DRAWINGS

The Contractor shall submit shop drawings where so required by particular Sections of the Specifications or as requested by the Engineer. Shop drawings shall be based upon the Drawings and Specifications requirements, in the approved scale, clearly showing all details for construction.

Each drawing will be examined and commented on by the Engineer and will be returned to the Contractor, who shall then print the necessary copies of each drawing requiring no correction for distribution.

Engineer's comments or amendments on the shop drawings does not entitle the Contractor to claim a variation to the Works. If the Contractor is of the opinion that such a claim is applicable and justifiable he shall request clarification from the Engineer within seven (7) days of receiving the amended shop drawing.

The submission of shop drawings (in either the original submission or resubmitted with corrections) constitutes evidence that the Contractor has checked all information thereon and that he accepts and is willing to perform the work in accordance with the best standard practice.

All drawing submitted, including those of suppliers, shall be signed by a responsible person of the Contractor's staff.

#### 1.8.5.4. WORKING DRAWINGS

Before work is put in hand, the Contractor shall prepare coordinated working drawings of all Works detailing all areas for construction, or where accurate coordination is deemed necessary by the Engineer.

#### 1.8.5.5. AS-BUILT DRAWINGS

Prior to substantial completion of the Works, the Contractor shall, for record purposes, prepare and submit to the Engineer for his approval as-built drawings in one (1) reproducible and three (3) copies. Such drawings will represent accurately the Works as constructed incorporating the effect of all Site changes, variations and instructions.

#### 1.8.5.6. RECORDS

The Contractor shall prepare records of work progress, numbers of labor, delivery of machinery if any, Plant and materials, weather conditions, tests

and inspections, etc. and submit them to the Engineer according to the provisions of the Conditions of Contract.

#### 1.8.5.7. PHOTOGRAPHS

The Contractor shall prepare photographs showing the monthly progress of the Works and submit them to the Engineer with the Contractor's monthly report.

Before substantial completion of the Works, the Contractor shall take photographs of all sections of the Works upon consultation with the Engineer, and submit them to the Engineer as records albums together with the progress photographs.

#### 1.8.5.8. MISCELLANEOUS

Detailed Method Statements describing the proposed method of work execution, manufacturer's catalogues, specifications of Plant and materials, details of testing and commissioning procedures, and other technical data shall be submitted in advance of commencing respective parts of the Works, for the review and approval of the Engineer.

#### 1.8.5.9. MEASUREMENT

Except where separate pay items have been included in the Bill of Quantities for this Section as noted above, the foregoing submissions and requirements shall not be measured and paid for separately but the cost thereof shall be deemed included in the other rates and prices contained in the Contract.

## **2. SURVEY AND LAYOUT WORK**

### **2.1. SCOPE OF WORK**

2.1.1. The Contractor shall coordinate with the proper authorities (MCIAA Maintenance and Engineering Department) before any electrical construction works shall be done regarding disconnection of circuit cables, lighting fixtures, and schedule of work.

2.1.2. Existing airfield lighting systems shall remain in operating conditions and interruption shall be held to a minimum. Take all reasonable precautions to protect existing underground utilities such as fuel tanks, water lines, buried power and control cables, etc. All known utilities and power control cables leading to and from any operating facility should be marked in the field before any work in the general vicinity is started. Thereafter and throughout the entire time of the construction/installation they should be protected from any possible damage. Under no circumstances shall any of the existing AFL circuits be left inoperative without making any provision for suitable repair/connections in the affected area or areas. Any underground cables which are damaged during installation should be

immediately repaired with equal quality materials in such a manner that they will be operational at dusk each day.

## **2.2. WORKMANSHIP AND MATERIALS**

2.2.1. All workmanship to be executed and all materials and Plant 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 Engineer.

2.2.2. All materials used in the Works shall be of the qualities and kinds specified herein and equal to approved 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.

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

## **2.3. SURVEYING WORKS**

2.3.1. Prior to starting execution of the Works under the Contract, and at intervals throughout the period of execution, the Contractor shall be required to conduct actual surveys of the construction Site or portions thereof in accordance with the survey specifications hereunder or as may be necessary to compute quantities of work due according to the requirement of the Engineer.

2.3.2. Existing reference points have been established on the Site for construction purposes as indicated in the drawing.

2.3.3. The Contractor shall conduct all necessary Surveys for due execution of the Works from time to time during the period of construction as specified for each work item, in accordance with the applicable survey specification.

2.3.4. Prior to the commencement of actual construction work, the Contractor shall provide temporary bench marks at locations directed by the Engineer, from the existing reference points in a manner to be approved.

## **2.4. SURVEY SPECIFICATIONS**

### **2.4.1. GENERAL**

All surveys required under the Contract shall be conducted by the Contractor in accordance with the applicable terms of the survey specifications.

The instruments and tools to be used in the survey shall be new and checked and conditioned for proper performance in advance of the operation and approved by the Engineer where so required.

## 2.4.2. LEVELING

### 2.4.2.1. Instruments

The principal instruments and tools used in leveling shall comprise level, leveling rod, turning plate and they shall be thoroughly checked for proper function and approved by the Engineer before commencing operation.

### 2.4.2.2. Stations

Stations shall be in accordance with the Drawings or as designated by the Engineer.

Leveling will start from one (1) bench mark and will end at another, at the starting one.

### 2.4.2.3. Operation

Leveling shall be by means of round-trip(closing) or as directed by the Engineer.

The observations shall be as specified in the following:

- a. Round-trip error shall not be more than  $10 \times \text{square root of } S$  mm, where "S" represents the one (1) way distance in kilometers; and
- b. Closed ring error shall not be more than  $10 \times \text{square root of } S$  mm, where "S" represents the total distance in kilometers.

#### 2.4.2.3.1. Calculation

Data entered in the field book shall be calculated to obtain the elevation of each point, distance between points, difference in elevations between points, total difference in elevations and the total distance of each line.

#### 2.4.2.3.2. Results and Records

The results of surveys shall be recorded in an orderly manner, including such data as location of bench mark, bench mark numbers, distance between bench marks, elevation of bench mark, type of leveling rod, type of leveling rod, serial numbers and brand of rod, date of survey, weather and surveyor's name.

#### 2.4.2.3.3. Measurement

The foregoing submissions requirements shall not be measured and paid for separately but the cost thereof shall be deemed to be included in other rates and prices contained in the Contract.

### 3. MOBILIZATION

Mobilization shall include the obtaining and transportation to jobsite of equipment, personnel, constructional plant, and all necessary items for the execution and completion of the works, and shall also include the setting up and the verification of all equipment, instrument, and all other plant until it is rendered operable.

Mobilization shall include sufficient supply of spares for the constructional plant and equipment. Breakdowns are to be repaired on site in the most expeditious method possible at no cost to the Employer. In the event of repairs being beyond the ability of personnel or tools at site to effect repairs within a reasonable time, such that the construction plant has to be removed from the site, then a replacement of machine or equipment or plant of a similar capacity shall be provided by the Contractor at no additional mobilization cost to the Employer nor extension of time for completion of works.

### 4. DEMOBILIZATION

Demobilization shall include the removal of all constructional plant and equipment from the site and the cleaning up of all areas of work and making good the condition of site as to its original state.

Also, it shall include the removal of all supplementary markers furnished and installed by the Contractor and temporary structures/facilities, provided, that the Employer or the Engineer has not taken the option to retain all such markers and temporary structures/facilities. Only those markers which the Employer or the Engineer has release, shall be removed by the Contractor as part of the demobilization.

As well as, it shall include the removal and disposal of debris and materials not incorporated with the contract work prior to Contractor's moving out of the project.

### 5. SPECIFICATIONS OF MAJOR ITEMS

**5.1.** Prospective bidders must comply with the individual performance parameters of each specification of the equipment offered.



1	<b>Runway Centerline Inset Light</b>	Runway Centerline Inset Light Fixture complete with: <ul style="list-style-type: none"> <li>• 8" diameter</li> <li>• 2x45 watts, 6.6A lamp</li> <li>• secondary cable assembly with two-pole plug</li> </ul>
2	<b>Uni-Directional Threshold Elevated Lights</b>	Threshold elevated lights fixture complete with: <ul style="list-style-type: none"> <li>• uni-directional Elevated Medium Intensity 45 watts, 6.6A lamp</li> <li>• frangible body and coupling</li> <li>• secondary cable assembly with two-pole plug</li> </ul>
3	<b>Precision Approach Path Indicator Lights</b>	Precision Approach Path Indicator Lights: <ul style="list-style-type: none"> <li>• 3 x 200 watts, 6.6amp</li> </ul>

		<ul style="list-style-type: none"> <li>• four (4) x legs fitted with differential setting sleeve</li> <li>• four (4) aluminum anchoring legs w/ breakable couplings mounted on the flange and anchor bolts</li> <li>• one (1) hardened heat resistant clear front glass to protect the lenses</li> <li>• three (3) x isolation transformers, 200w, 6.6A/6.6A, 5kV, 60HZ, DEB w/ earthing terminal.</li> </ul>
4	<b>Primary Cable</b>	<ul style="list-style-type: none"> <li>• All power cables, except where otherwise specified, shall be cross-linked polyethylene (XLPE) insulated and polyvinyl-chloride sheathed cables</li> </ul>
		<ul style="list-style-type: none"> <li>• 8.0mm<sup>2</sup> EPR/PCP or XLPE/PVC Power Cable, single core 5KV, stranded copper conductor, 13.5mm to 14.2mm cable outside diameter, DEB</li> </ul>

5	<b>Secondary Cable</b>	<ul style="list-style-type: none"> <li>• 4.0mm<sup>2</sup>x2C EPR/PCP secondary cable with secondary connector male &amp; female</li> </ul>
6	<b>Grounding Wire</b>	<ul style="list-style-type: none"> <li>• Counterpoise wires, 14mm<sup>2</sup> complete with connectors &amp; accessories</li> </ul>

## 5.2 AIRFIELD LIGHTINGS SYSTEM

### 5.5.1 RUNWAY CENTERLINE INSET LIGHTS

#### **Scope**

The work includes the supply and installation of New shallow base/extension Kits affected by Runway asphalt repair works, Replacing of affected 25mm diameter RSC pipe embedded in Runway asphalt, Replacement of affected Secondary Cables & connector kits

#### **Housing**

The 8 inch diameter shallow base housing shall be used which shall be set using approved special rigid epoxy resin compound.

### 5.5.2 THRESHOLD ELEVATED EDGE LIGHTS

#### **Scope**

The work includes the supply and installation of 20 units of Uni-Directional elevated edge lights. The threshold lighting system comprises of 5 units each on each side at the temporary threshold location on a wing bar system with the 1<sup>st</sup> unit in line with Runway edge light and the next unit 3 meters apart.

#### **Lighting System**

Taxiway edge light fittings at runway shoulder are normally placed three (3) meters distance from the line of taxiway edge

Taxiway edge light fittings shows blue while taxiway centerline shows green & yellow.

#### **Light Fittings**

Each taxiway elevated edge fitting is of the elevated type with an omni-directional elevated medium intensity, 45 watts with the following:

- Frangible body
- Secondary cable assembly with two pole plug

### **Installation**

Elevated type light unit is fitted on the L-867 steel base box using a breakable coupling and while inset surface type is installed in a shallow base.

The overall height of elevated light does not exceed 600mm above ground level.

### **Isolating Transformer**

A rubber molded isolating transformer for the light fittings are installed in each L-867 transformer box specified above or in concrete transformer pit.

### **Power Source**

The taxiway edge lights are supplied with power from Power Substation by means of constant current high voltage series loop circuit of 6.6A at 100% brilliance. The taxiway light circuits will be divided into 2 circuits, final circuit layout will be approved by MCIAA.

### **Brilliance Control**

The Taxiway Lights are controlled in Five (5) brilliance steps of 100%, 80% 60%, 40% and 25% of the full brilliance. There are total of Two (2) taxiway edge lighting circuits, controlled by means of microprocessor base remote control system installed at the Substation and at ATC controller at the Tower.

## **5.2.3 PRECISION APPROACH PATH INDICATOR (PAPI)**

### **Scope**

This work includes the supply and installation of New PAPI system on Runway 04-22 Pilot Side including Primary Airfield Lighting Cables, Grounding cables, excavation, conduits, Handhole, sand bedding, backfilling & ancillaries to complete the work.

### **Lighting System**

Precision Approach Path Indicator (PAPI) System shall comprise a total of four (4) light units placed at left side of the runway and right angles to the runway center line.

Each light beam angle of elevation setting for 3 degree PAPI approach slope shall be 2°30', 2°50', 3°10', 3°30' respectively for Runway 04-22.

#### Light Units

Each unit shall contain three (3) high intensity tungsten halogen lamps 6.6A 200W., 1,000 hours average rated life and shall comprise a aluminum plate housing containing the optical projectors, filters, lamps, lead cables, etc. with an adjustable positioning frame and four (4) FAA mounting legs with adjustable sleeve and frangible coupling to give an adjustment in lateral, transversal, horizontal and elevation angle.

The color transition from red to white in the vertical plane shall be such as to appear to an observer at a distance to occur up to vertical angle of not more than 3 minutes.

The light distribution of each unit shall be in accordance with the specification of Appendix 2, Figure 2, 23 of ICAO Annex 14.

The intensity of the completely red beam immediately below the transition sector shall not be less than 15% of the intensity of the completely white beam immediately above the transition sector.

The light unit housing shall be guaranteed against distortion due to sun or other climatic conditions prevailing on the site.

Each light unit and supporting pipe shall be of lightweight, frangible construction suitable for concrete mounting base and shall be sufficient strength to withstand aircraft engine blast.

Exterior finished color of light units shall be yellow.

#### Installation

Each light unit shall be installed on top of concrete mounting base using a breakable coupling on aluminum frangible pipe.

Four (4) light units shall be in the level when checked by precision level meter and electronic survey equipment.

Exact position of light units to be installed shall be subject to the approval of the Engineer. Prior to erecting the concrete base, the Contractor shall place temporary markings to identify the actual installation positions of the light units determined by him through detailed site survey, against the corresponding positions indicated on the Drawings, and shall notify the Engineer accordingly.

In azimuth the axis of the beams of all light units shall be parallel with the center line of the runway.

#### Isolating Transformer

A rubber-molded isolating transformer for the Precision Approach Path Indicator shall be installed in the transformer box.

#### Power Supply System

The Precision Approach Path Indicator System to be installed on Runway 04-22 shall be supplied with power from the Power Substation respectively, by means of constant current high voltage series loop circuit of 6.6 amperes at 100% brilliance. Both PAPI systems shall be fed through the 5 KVA CCR, 230 Volt, 60 Hz, Single Phase with Circuit Selector for alternate operation.

The New Temporary PAPI lights shall be installed base on temporary displaced threshold to be use during repair works of Runway 04-22 , Power cable shall be spliced to the nearest PAPI primary Cable

#### Brilliancy Control

The Precision Approach Path Indicator System shall be controlled in five (5) brilliancy steps of 100%, 25%, 5%, 1% and 0.2% of the full brilliance, by means of Remote Control Box installed at ATC Controller at Tower

### **6 PRIMARY CABLES**

All power cables, except where otherwise specified, shall be 8.0 mm<sup>2</sup> single core 5 KV, stranded copper conductor, 13.5mm to 14.2mm cable outside diameter, DEB, EPR/PCP or cross-linked polyethylene (XLPE) insulated and polyvinyl-chloride sheathed cables.

All existing AFL cables to be affected by construction works shall be restore with same materials with proper splicing kits /connectors.

The contractor shall see to it that temporary cables shall be installed to avoid disruption to airport operation.

### **7 GROUNDING WIRE AND BARE COPPER WIRE**

Bare copper wires for counterpoise installations shall be stranded or PVC insulated wire with a minimum size of 14mm<sup>2</sup>.

The grounding wires to be used in this work shall be manufactured and tested in accordance with the appropriate Standards authorized in the country of manufacture or equivalent.

### **8 POWER CABLE JOINT**

Joints and terminations of the power cable shall be executed in a manner to be approved by the Engineer. For the sake of easy access for maintenance, in principle all joints shall be made in the manholes or hand-holes.

The Contractor shall submit joining point location plan for the Engineer's approval within twenty (20) days from the Commencement Date.

Full details of jointing materials shall be submitted to the Engineer for written approval, before shipment.

## **9 CABLE INSTALLATION**

9.1 The approximate routes of the cables are shown on the Drawings. Actual laying positions of the cable ducts and of cable supports shall be determined with due regard to any obstacles that might exist as well as to accessibility of all such routes, subject to the approval of the Engineer prior to the installation.

9.2 PVC pipe ducts shall be in concrete encasement and steel reinforced with concrete spacer shall be used where cables are installed on pavement area.

9.3 An Insulated Grounding Wire 50mm<sup>2</sup> in diameter shall be installed inside cable duct together with the medium voltage cable.

9.4 The bare copper wire shall be installed on top of the cable duct for the entire length of the cable duct; it shall be placed at a depth of approximately 300 mm above cable duct or as indicated in the drawing above the insulated cables.

## **10 CONSTRUCTION METHODS OF CABLE DUCTS**

10.1 The Contractor shall place the electrical cable ducts at the locations approved by the Engineer.

10.2 The Contractor shall provide each duct with a core-wire.

10.3 All ducts installed shall be provided with draw wires of galvanized iron or steel of not less than 1.6mm diameter for the drawing of the permanent cabling/wiring. A part of the draw wire shall be left in the manhole in the length enough to be bent so that the wire will not slide back in the duct.

10.4 When a spare duct is provided as designated on the Drawings, the terminal end of duct opening shall be closed with the detachable taper plug designed by the pipe manufacturer or with hard wood plug which shall accurately fit to the duct in shape and having the plug end at least 6mm larger than the size of the duct.

10.5 All ducts shall be firmly located and embedded throughout construction and shall be plugged to prevent grout, storm water or mud from entering. Any duct section with defective connection shall not be installed.

## **11 EXCAVATION CABLE DUCTS AND TRENCH**

11.1 The excavations shall be performed true to the line, conforming to the width, depth and dimension shown on the Drawings. The Engineer is authorized to change the dimension and elevation involved in the excavations to ensure the stability of the ground.

11.2 The trench bottoms shall be compacted to not less than 90% of the maximum dry density.

11.3 Any surplus excavated material shall be removed or disposed of as directed by the Engineer.

## 12 BACKFILLING

The backfilling with the excavated soil shall be performed to the elevations shown on the Drawings. The backfilling shall be compacted to not less than 90% of the maximum dry density.

## 13 CLEARING AND RESTORATION OF SITE

After the backfilling is completed, the Contractor shall dispose of all surplus materials, dirt, and rubbish from the site. The Contractor shall remove all tools and equipments from the site and restore all disturbed areas to their original conditions.

## 14 CABLE DUCTS

### 14.1 SCOPE

- 14.1.1 This work consists of the supply and installation of underground PVC Ducts, as well as accessories, cable marking and Manholes.
- 14.1.2 The scope also includes cutting, asphalt/concrete pavement breaking, trenching of any paved and unpaved areas, backfilling, disposal and pavement restoration as indicated in the drawings.

### 14.2 MATERIALS

#### 14.2.1 Cable Ducts

- 14.2.1.1 PVC pipe 110mm Ø, 90 mm Ø and 63 mm Ø PNS 14 Sch. 40 with hub shall be used.
- 14.2.1.2 RSC pipe 32mm Ø, heavy duty UL listed shall be used.
- 14.2.1.3 PVC an RSC pipe shall be enclosed in concrete/Asphalt with steel reinforce bar or sand bedding as indicated in the plans.

#### 14.2.2 Concrete, etc

- 14.2.2.1 The concrete, mortar and reinforcement to be used shall meet requirements as indicated in the plans.
- 14.2.2.2 The Contractor shall, before the work on cable ducts and manholes is started, secure the Engineer's approval on the materials to be used and on the method of the work execution.

#### 14.2.3 Crushed Stone or Rubble

The size of the crushed stone or rubble shall not be less than 100mm but no more than 200mm, and the quality of the crushed stone shall be approved by the Engineer.

- 14.2.4 The size of the crushed stone or rubble shall not be less than 100mm but no more than 200mm, and the quality of the crushed stone shall be approved by the Engineer.

#### 14.2.5 Granular Material for Backfill (Sand)

The gradation of granular material (sand) shall be in accordance with the requirements of Table IV-1. The granular material (sand) shall be free from any foreign substances.

**Table IV-1 Gradation of Granular Materials**

<b>Sieve Designation (Square Openings)</b>	<b>Percentage by Weight Passing Sieves</b>	<b>Notes</b>
10mm	100	
No.4	95-100	
No.16	45-80	
No.30	25-55	
No.50	10-30	
No.100	2-10	

#### 14.2.6 Metalware for Manholes

14.2.6.1 The steps, ladder bars, cable hangers or hook bolts shall be gray or malleable cast iron, galvanized wrought iron, or galvanized steel. The zinc coating shall weigh not less than 350 gm/m<sup>2</sup> of area covered. The steps shall be of the size, length and shape as directed by the Engineer on the Drawings.

### 14.3 CONSTRUCTION METHODS OF CABLE DUCT

#### 14.3.1 General

The Contractor shall place the electrical cable ducts at the locations approved by the Engineer.

14.3.1.1 The Contractor shall provide each duct with a core-wire.

14.3.1.2 All ducts installed shall be provided with draw wires of galvanized iron or steel of not less than 1.6mm diameter or nylon wire for the drawing of the permanent cabling/wiring. A part of the draw wire shall be left in the manhole in the length enough to be bent so that the wire will not slide back in the duct.

14.3.1.3 When a spare duct is provided as designated on the Drawings, the terminal end of duct opening shall be closed with the detachable taper plug designed by the pipe manufacturer or with hard wood plug which shall accurately fit to the duct in shape and having the plug end at least 6mm larger than the size of the duct.

14.3.1.4 All ducts shall be firmly located and embedded throughout construction and shall be plugged to prevent grout, storm water or mud from



entering. Any duct section with defective connection shall not be installed.

#### 14.4 EXCAVATION

14.4.1 The excavations shall be performed true to the line, conforming to the width, depth and dimension shown on the Drawings. The Engineer is authorized to change the dimension and elevation involved in the excavations to ensure the stability of the ground.

14.4.2 The trench bottoms shall be compacted to not less than 90% of the maximum dry density.

14.4.3 Any surplus excavated material shall be removed or disposed of as directed by the Engineer.

#### 14.5 BACKFILLING

##### 14.5.1 Backfilling of granular material (sand)

The backfilling of granular material (sand) shall be performed in accordance with the design. The backfilling shall be compacted to not less than 90% of the maximum dry density.

##### 14.5.2 Backfilling with excavated soil

After the backfilling of granular material (sand) is finished, the backfilling with the excavated soil shall be performed to the elevations shown on the Drawings. The backfilling shall be compacted to not less than 90% of the maximum dry density.

#### 14.6 CLEARING AND RESTORATION OF SITE

14.6.1 After the backfilling is completed, the Contractor shall dispose of all surplus materials, dirt, and rubbish from the site. The Contractor shall remove all tools and equipments from the site and restore all disturbed areas to their original c

### 15 CONSTRUCTION METHODS OF MANHOLE AND HANDHOLE

#### 15.1 EXCAVATION

15.1.1 The excavation for structures or for the foundation of structures shall be performed in conformity to the requirements of location, grade and elevation designated on the Drawings. The Engineer shall authorize change to the construction methods in the foundations including the elevation in consideration of the stability or the ground.

15.1.2 The Contractor shall provide all safety and maintenance materials for excavations so as to meet the requirements of excavation as specified on the Drawings.

15.1.3 Unless otherwise specified, the Contractor shall remove the timbers, covers, and supports upon completion of the structures. The removal operation shall be performed in a manner that neither will the ground surface be disturbed nor the completed structures be damaged.

15.1.4 The foundation bed for structures shall be compacted properly with compaction equipment approved by the Engineer. After the excavation is completed, the Contractor shall inform its completion to the Engineer. Concreting operations may

only commence after the Engineer has approved the depth of the excavation and the condition of the foundation.

## 15.2 INSTALLATION OF STEPS OR LADDER, CABLE HANGERS, HOOK BOLTS

15.2.1 The steps, cable hangers and hook bolts shall be installed as designated on the Drawings. When the steps are to be set in concrete, they shall be placed and secured in position before the concrete is poured.

15.2.2 In case prefabricated ladders made of aluminum alloy may be installed instead of the steps, the ladder shall be held in place by embedding the supports in drilling holes.

## 15.3 BACKFILLING

15.3.1 After the structures are completed, the spaces adjacent to the structures shall be backfilled with approved material, in a finished thickness of not exceeding 200mm in a layer, and compacted properly with compaction equipment approved by the Engineer. Each layer shall be compacted to the elevations designated on the Drawings.

15.3.2 The backfilling shall not be made until 7 days after the concrete has been placed or the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfilling, or by vibrations of the compaction equipments.

## 15.4 CLEARING AND RESTORATION OF SITE

After the backfilling is completed, the Contractor shall dispose of all the remaining materials, dirt and rubbish from the site. The Contractor shall remove all tools and equipments from the site and restore all disturbed areas to their original condition.

# 16 CABLE WORK

## 16.1 SCOPE

This work consists of the supply and installation Of New Primary airfield lighting cables, as well primary connector kits, accessories, cable tags , cable ties and splicing kits for the following Existing Airfield Lightings;

16.1.1 Runway Edge Inset Lights cables

16.1.2 Approach Lighting Cables

16.1.3 Threshold lighting cables

16.1.4 PAPI lighting system cable

16.1.5 Rwy Centerline system cable

16.1.6 Other cables affected by construction works

## 16.2 General

16.2.1 Airfield lighting power cable shall be installed in ducts, conduits, and pits and on cable racks. Counterpoise wire and underground cable marker sheet shall be installed in the trench of cable ducts.

16.2.2 The cable conductor sizes in the Specification and on the Drawings are given in mm or mm<sup>2</sup>.

16.2.3 The following information shall be marked repeatedly on suitable part of the cable:

- Manufacturer's Name and/or Trademark
- Size of Stranded Conductor Cross Section (for 5kV, only)
- Voltage Rating (for 5kV, 1C-8 mm<sup>2</sup> only)
- Year of Manufacture

16.2.4 Cable length per cable drum shall be not less than 1000 meter, and total weight of cable and drum shall be less than 5 tons, for easy transportation. The Contractor shall submit AFL power cable length list to the Engineer for approval before manufacturing.

16.2.5 Where cable end projects from a drum they shall be adequately protected to prevent damage during handling and transportation, and a thick PVC wrapper (cap) shall be placed over the cable to prevent the ingress of dirt, dust and grit, etc.

16.2.6 Each drum shall bear a distinguishing number which is branded with hot ion or neatly chiseled on the outside of one flange. A painted markings shall not be accepted.

16.2.7 Particulars of the cable, i.e. type of cable, rated voltage, length, conductor size, number of cores, gross and net weights, as well as position of cable end, manufacturer's name and year and month of manufacture shall be clearly shown on the drum. The direction of rolling shall be indicated by an arrow.

16.3 Underground Series Circuit Cable (5kV, PN, 8mm<sup>2</sup> single core)

16.3.1 High voltage series circuit cables to be used in the Works shall be 8mm<sup>2</sup> single conductor, ethylene-polypropylene rubber insulated, polychloroprene sheathed cables or cross link polyethelene insulated, polyvinylchloride sheathed as follows:

**Table III-1 Cable Details (1)**

Voltage Rating		kV	5
No. of Conductor		-	1
Conductor	Nominal area	mm <sup>2</sup>	8
	No. and dia. of wires	No./mm	7/1.2
	Outside dia.	mm	13.6-14.2
EP Rubber/XLPE Insulation Thickness		mm	4.0

Polychloroprene/polyvinyl Sheath Thickness	mm	1.8
Outside Dia. of Sheath	mm	15.2
AC Test Voltage (for 10 Minutes)	kV	17
Insulation Resistance for 1000 m (20°C) min.	meg ohm	900
Conductor Resistance per 1000 m (20°C) max.	ohm	2.41

16.3.2 The cable conductor will be tin or lead-alloy coated annealed stranded copper wires.

16.3.3 The average thickness of the insulation and sheath shall not be less than 90% of the Value given in Table III-1. The minimum thickness of the insulation and sheath at any point shall be not less than 80% of the specified value.

16.3.4 The average thickness of the polychloroprene sheath /polyvinyl Shall be not less than 90% of the value given in Table III-1. The minimum thickness at any point shall be not less than 80% of the specified value.

#### 16.4 Power and Control Cables

16.4.1 All power cables of parallel circuit, as well as all control cables to be used in the Works shall be manufactured and tested in accordance with the following Standards:

IEC - International Electro-technical Commission  
ICEA - Insulated Cable Engineers Association, U.S.A.  
PEC - Philippine Electrical Code

16.4.2 All power cables, except where otherwise specified, shall be cross-linked polyethylene insulated and polyvinyl-chloride sheathed cables (CV cable).

16.4.3 All control cables, except where otherwise specified, shall be polyvinyl-chloride insulated, polyvinyl-chloride sheathed control cables.

#### 16.5 Bare Copper Wire (Counterpoise wire)

16.5.1 Bare copper wires for counterpoise installations shall be stranded 14 mm<sup>2</sup> for lightning protection installed above the conduit duct bank as indicated in the drawing.

16.5.2 The grounding wires to be used in this work shall be manufactured and tested in Accordance with the appropriate Standards authorized in the country of manufacture, or equivalent.

#### 16.6 Series Circuit Cable Joint

16.6.1 All joints of the series circuit cables including their extensions, as well as joints with lead cables of the isolating transformer shall be made by means of the plug and the receptacle factory-molded on cable ends.

16.6.2 Prior to joining, the plug and the receptacle shall be thoroughly cleaned to be free from greases, dust, etc.

16.6.3 Unless otherwise specified, all plug joints shall be protected by 4 layers of self bonding tape, topped by 3 layers of PVC tape, with the exception of all connections with the secondary lead cable of the isolating transformer, whose receptacle shall be joined to the plug of the light fittings by means of a cable clamp.

#### 16.7 Power and Control Cable Joint

16.7.1 Joints and terminations of the power cable and control cables shall be executed in a manner to be approved by the Engineer. For the sake of easy access for maintenance, in principle all joints shall be made in the manholes or handholes.

16.7.2 The Contractor submit jointing point location plan for the Engineer's approval within twenty (20) days from the Commencement Date.

16.7.3 Full details of jointing materials shall be submitted to the Engineer for written approval, before shipment.

#### 16.8 Installation

16.8.1 The approximate routes of the cables are shown on the Drawings. Actual laying positions of the cable ducts and of cable supports shall be determined with due regard to any obstacles that might exist as well as to accessibility of all such routes, subject to the approval of the Engineer prior to the installation.

16.8.2 PVC pipe ducts with concrete encasement & steel reinforce shall be used where cables are installed under the pavement area.

16.8.3 The series circuit cables, power cables, control cables and cables of radio Navigational Aids and communications shall be allocated separate duct pipes.

16.8.4 When the supply and return circuits of a series circuit are routed together, the Cables for both directions shall be laid in the same duct pipe. However, when one Lighting system receives its power supply though 2 circuits, the cables for each circuit shall be laid in separate pipes.

16.8.5 Minimum spacing between underground cables to be maintained:

Between same voltage cables	60 mm
Between 6 kV cables and 600V cables	150 mm
Between 6 kV cables and light-current cables	300 mm
Between 5 kV cables and 600V cables	150 mm

Between 5 kV cables and light-current cables	300 mm
Between 600V cables and light-current cables	300 mm

16.8.6 Each underground cable shall bear cable identification circuit markers for a noncorrodible materials, as directed by the Engineer. Cable installation shall be in accordance with the specification of FAA ACC No. 150/5370-10 (Standard for specifying construction of airport) Division VI (Lighting installation, Item L-108 Installation of Underground cable for airports).

# **Section VII**

## **Drawings**

**Section VIII**  
**Bill of Quantities**



**Section IX.**  
**Bidding Forms**

## TABLE OF CONTENTS

Bid Form

Form of Contract Agreement

Omnibus Sworn Statement

Joint Venture Agreement

Agreement to Enter into a Joint Venture

Bid Security Form (Bank Guarantee)

Bid Security Form (Surety Bond)

Bid-Securing Declaration Form

Certificate from Insurance Commission

List of all on-going Government & Private Construction Contracts, including contracts awarded but not yet started

Statement of all Completed Government & Private Construction Contracts which are similar in nature

List of Key Personnel Proposed to be Assigned to the Contract

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

Technical Specification Form

## Bid Form

---

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

IAEB<sup>1</sup> 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 in item (d) 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;

---

<sup>1</sup> If ADB, JICA and WB funded projects, use IFB.

- (h) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
  
- (i) We understand that you are not bound to accept the Lowest Evaluated Bid or any other Bid that you may receive.

\_\_\_\_\_ Name:  
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 part of this Agreement, to wit:
  - (a) General and Special Conditions of Contract;
  - (b) Drawings/Plans;
  - (c) Specifications;
  - (d) Invitation to Apply for Eligibility and 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;
  - (i) Eligibility requirements, documents and/or statements;
  - (j) Performance Security;
  - (k) Credit line issued by a licensed bank, if any;
  - (l) Notice of Award of Contract and the Bidder's conforme thereto;
  - (m) 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]*

## Omnibus Sworn Statement

---

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 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 of *[Name of Bidder]*, I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for *[Name of the Project]* of the *[Name of the Procuring Entity]*;

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

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

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

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

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

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

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

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

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

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

*[JURAT*



any and all acts necessary and/or to represent the Joint Venture in the bidding and the signing of the contract as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.<sup>4</sup>

This Joint Venture Agreement shall remain in effect only for the above stated Project until terminated by both parties.

Done this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_ in the year of our Lord \_\_\_\_\_.

\_\_\_\_\_  
Party  
Witness:  
\_\_\_\_\_

\_\_\_\_\_  
Party  
Witness  
\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF \_\_\_\_\_ ) S.S.

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Philippines. Affiants exhibiting to me their Passports with the following details:

Name of Signatory

Place and Date of Issue

\_\_\_\_\_  
\_\_\_\_\_

NOTARY PUBLIC

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

\_\_\_\_\_

<sup>4</sup> Attach as Annex "B", "B-1" and so forth. The Special Power of Attorney signed by the authorized representative/s of the respective partners of the joint venture.



Done this \_\_\_\_\_ day of \_\_\_\_\_, in \_\_\_\_\_ in the year of our Lord \_\_\_\_\_.

\_\_\_\_\_  
Party  
Witness:

\_\_\_\_\_  
Party  
Witness

\_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGMENT

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

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_,  
Philippines. Affiants exhibiting to me their Passports with the following details:

Name of Signatory

Place and Date of Issue

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC

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

## BID SECURITY FORM (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated (Date) for the (Name of Contract) (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at \_\_\_\_\_ (hereinafter called "the Bank" are bound unto (Name of the Procuring Entity) (hereinafter called "the Employer") in the sum of \_\_\_\_\_ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; or
2. If the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

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

The Guarantee will remain in force up to and including the date \_\_\_\_\_ days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE \_\_\_\_\_

SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_

SEAL \_\_\_\_\_

\*

*To be accompanied by a confirmation from the bank that it issued the Bank Guarantee*

## BID SECURITY: SURETY BOND

BOND NO.: \_\_\_\_\_ DATE BOND EXECUTED: \_\_\_\_\_

By this bond, We (Name of Bidder) (hereinafter called "the Principal") as Principal and (Name of Surety) of the country of (Name of Country of Surety), authorized to transact business in the country of (Name of Country of Employer) (hereinafter called "the Surety") are held and firmly bound unto (Name of Employer) (hereinafter called "the Employer") as Obligee, in the sum of \_\_\_\_\_, callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

WHEREAS, the Principal has submitted a written Bid to the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, for the \_\_\_\_\_ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) If the Principal withdraws his Bid during the period of bid validity specified in the Form of Bid; or
- 2) If the Principal does not accept the correction of arithmetical errors of his bid price in accordance with the Instruction's to Bidders: or
- 3) If the Principal having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
  - a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
  - b) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor



- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____	SURETY _____
SIGNATURE(S) _____	SIGNATURE(S) _____
NAME(S) AND TITLE(S) _____	NAME(S) _____ SEAL
_____	SEAL _____

*To be accompanied by a certification from the Insurance Commission stating that the Bonding Company is authorized to issue a security*

REPUBLIC OF THE PHILIPPINES

CITY OF \_\_\_\_\_ ) S.S.

**BID SECURING DECLARATION**

**Invitation to Bid/Request for Expression of Interest No. <sup>1</sup>:** [Insert reference number]

*To: [Insert name and address of the Procuring Entity]*

I/We<sup>2</sup>, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/We will be automatically disqualified from bidding for any contract with any procuring entity for a period of two(2) years upon receipt of your blacklisting Order, and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration<sup>3</sup>, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting in 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 and Responsive Bid/Highest Rated and Responsive Bid<sup>4</sup>, 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] in [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 \_\_\_\_\_



Republic of the Philippines Department of Finance

**INSURANCE COMMISSION**

1071 United Nations Avenue

**CERTIFICATION**

This is to certify that       (NAME OF INSURANCE CO.)      , is an authorized insurance company and licensed to transact general insurance business in the Philippines for such lines as       (LINE OF INSURANCE BUSINESS       of Authority No        effective        until       , unless sooner revoked or suspended for cause.

It is certified, moreover, that       (NAME OF INSURANCE CO.)      , is likewise authorized under Administrative Order No. 244 to underwrite and issue Performance Bonds, Surety Bonds, and Bidders bonds, callable on demand in favor of the various agencies and instrumentalities of the government pursuant to Revised implementing rules and Regulations of R.A. 9184 and that BIDDER’S BOND denominated as Bond No.        was issued in behalf of       (NAME OF COMPANY/BIDDER)       in favor of the MACTAN-CEBU INTERNATIONAL AIRPORT AUTHORITY in the amount of PESOS:

\_\_\_\_\_  
\_\_\_\_\_ (Php \_\_\_\_\_) for the       (NAME OF PROJECT)        
photocopy of the said Bond is extant in the records of the regulation Division of this Commission.

This Certification is issued upon the request of       (NAME OF INSURANCE CO.)       as required by the MACTAN-CEBU INTERNATIONAL AIRPORT AUTHORITY (MCIAA) pursuant to Section 27.2 (c) of the Revised implementing Rules and Regulations of R.A. 9184.

Issued on this        day of        20      .

City of       , Philippines.

For the Insurance Commissioner:

ERWIN C. HIZON  
Attorney V  
Regulation, Conservation  
& Liquidation Division  
Paid Under O.R. No.

**List of all Ongoing Government & Private Construction Contracts, including contracts awarded but not yet started**

**Business Name:** \_\_\_\_\_

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

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								
						Total Cost		

**Note: This statement shall be supported with:**

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

Submitted by: \_\_\_\_\_  
(Print Name and Signature)

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

One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all its on-going, completed, and awarded but not yet started contract.

**Statement of all Completed Government & Private Constructions Contract which are similar in nature and complexity as the Project subject of the Bidding**

**Business Name** : \_\_\_\_\_ **Business**

**Address** : \_\_\_\_\_

Name of Contract	a. Owner's Name b. Address a. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount at Award b. Amount at Completion c. Duration	a.Date awarded b.Contract Effectivity c. Date completed
			Description	%		
Government						
Private						

**Note: This statement shall be supported with:**

1. Contract
2. Certificate of Completion/Acceptance
3. Notice of Award / Notice to Proceed

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

(Print Name and Signature)

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

*One of the technical documents required to be in the Eligibility Envelope of a prospective bidder is a list of all contracts which are similar in nature and complexity to the contract to be bid. This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistics Office (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty (50%) of the approved budget for the contract to be bid.*

### List of Key Personnel Proposed to be Assigned to the Contract

**Business Name** : \_\_\_\_\_

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

	Project Manager/ Project Engineer	Materials Engineer	Foreman	Construction Safety and Health Personnel	Other positions deemed required by the Applicant for this project
1. Name					
2. Address					
3. Date of Birth					
4. Employed Status					
5. Experience					
6. Previous Employment					
7. Education					
8. Experience					

Minimum requirements: Project Manager/Project Engineer

Material Engineer

Foreman

Note : Attached individual resume, PRC License of the (professional) personnel and Certificate of Employment

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

(Print Name and Signature)



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

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

**Business Name** : \_\_\_\_\_

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

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

- Attached Proof of ownership / Contract of Lease, etc.  
(Should include Construction of Building equipment)

Submitted by: \_\_\_\_\_  
(Print Name and Signature)

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

Technical Specifications Form

Item	Specification	Statement of Compliance
		<p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.</p>

Technical Specifications Form

Item	Specification	<p style="text-align: center;">Statement of Compliance</p> <p>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidders statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution.</p>
	<p><b>TECHNICAL REQUIREMENTS</b></p>	