



EU- ACCESS TO SUSTAINABLE ENERGY PROGRAMME (ASEP)

"Improving the Lives of People in Off-Grid Communities in Mindanao Through the Provision of Sustainable Energy"

This Project is funded by the European Union (EU) and Implemented by Yamog Renewable Energy Development Group, Inc.



**Bidding Documents for the
Procurement of "Civil Works"
for the Project:**

**Construction of One (1) Unit - 30 kW Micro
Hydropower System**

At Sitio Masjid Ramitan, Ramitan, Picong, Lanao Del Sur

LOB No.: EAY-003-MHP-CW-PIC

*"Improving the Lives of People in Off-Grid
Communities in Mindanao Through the
Provision of Sustainable Energy"*

Section I to Section IX

Purchaser:



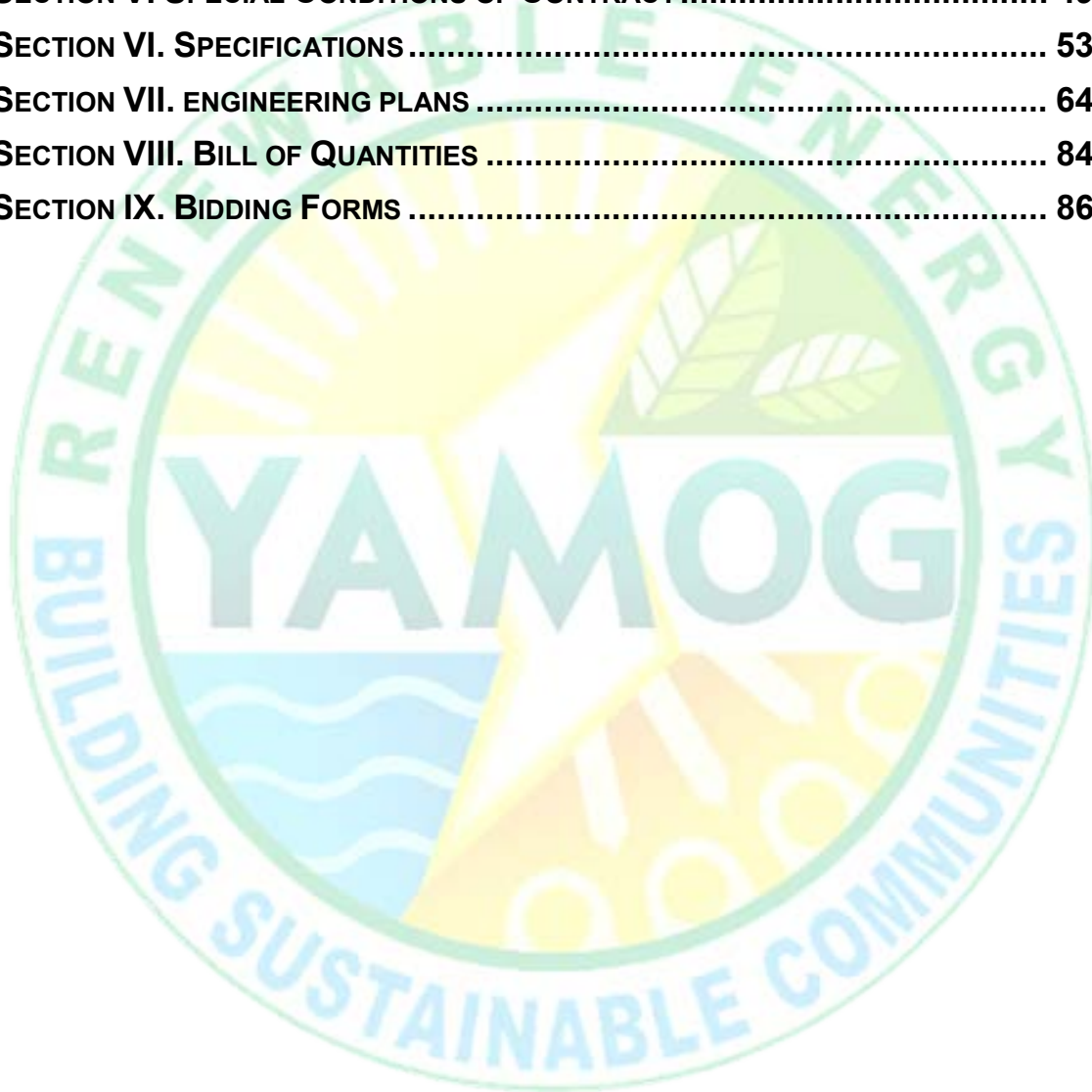
Yamog Renewable Energy Development Group, Inc.

Country: Philippines

Issued on: 5th of October 2020

TABLE OF CONTENTS

SECTION I. INVITATION TO BID	3
SECTION II. INSTRUCTIONS TO BIDDERS.....	6
SECTION III. BID DATA SHEET	19
SECTION IV. GENERAL CONDITIONS OF CONTRACT	24
SECTION V. SPECIAL CONDITIONS OF CONTRACT.....	49
SECTION VI. SPECIFICATIONS.....	53
SECTION VII. ENGINEERING PLANS	64
SECTION VIII. BILL OF QUANTITIES	84
SECTION IX. BIDDING FORMS	86





EU-ACCESS TO SUSTAINABLE ENERGY PROGRAMME (ASEP)
Yamog Renewable Energy Development Group, Inc.

05 OCTOBER 2020

Invitation to Bid

for

Construction of One (1) Unit - 30 kW
Micro Hydropower Systems

1. The **Yamog Renewable Energy Development Group, Inc.**, intends to apply the sum of **Three Million One Hundred Seventy Six Thousand Twenty Eight Pesos and 80/100 (Php 3,176,028.80)** being the Approved Budget for the Contract (ABC) to payments under the contract for **EAY-003-MHP-CW-PIC**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

The **Yamog Renewable Energy Development Group, Inc.** now invites bids for **Construction of 30 kW Micro Hydropower System**.

2. Simultaneous completion of the Works is required for a total duration of **180 days**. Bidders should have completed a Micro Hydropower System contract or other similar Projects (i.e. Construction of Drainage Line Canal, Dams and Irrigation Projects). The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through local open competitive bidding procedures using non-discretionary "pass/fail" criterion.

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

4. Interested bidders may obtain further information from **Yamog Renewable Energy Development Group, Inc.**, and inspect the Bidding Documents at the address given below from **October 05– October 24, 2020 at 8:30 am – 5:30 pm**.
5. A complete set of Bidding Documents may be acquired by interested bidders on **October 05– October 24, 2020 at 8:30 am – 5:30 pm** from the address below.

It may also be downloaded free of charge from the website of the **<https://yamog.org.ph/>**, provided that bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The **Yamog Renewable Energy Development Group, Inc.** will hold a Pre-Bid Conference on **October 12, 2020 at 10:00 am at 3rd Floor Room 5&6 BEP**

Prime Properties Inc. Corner Ecowest Drive, Quimpo Blvd., Davao City 8000, which shall be open to prospective bidders.

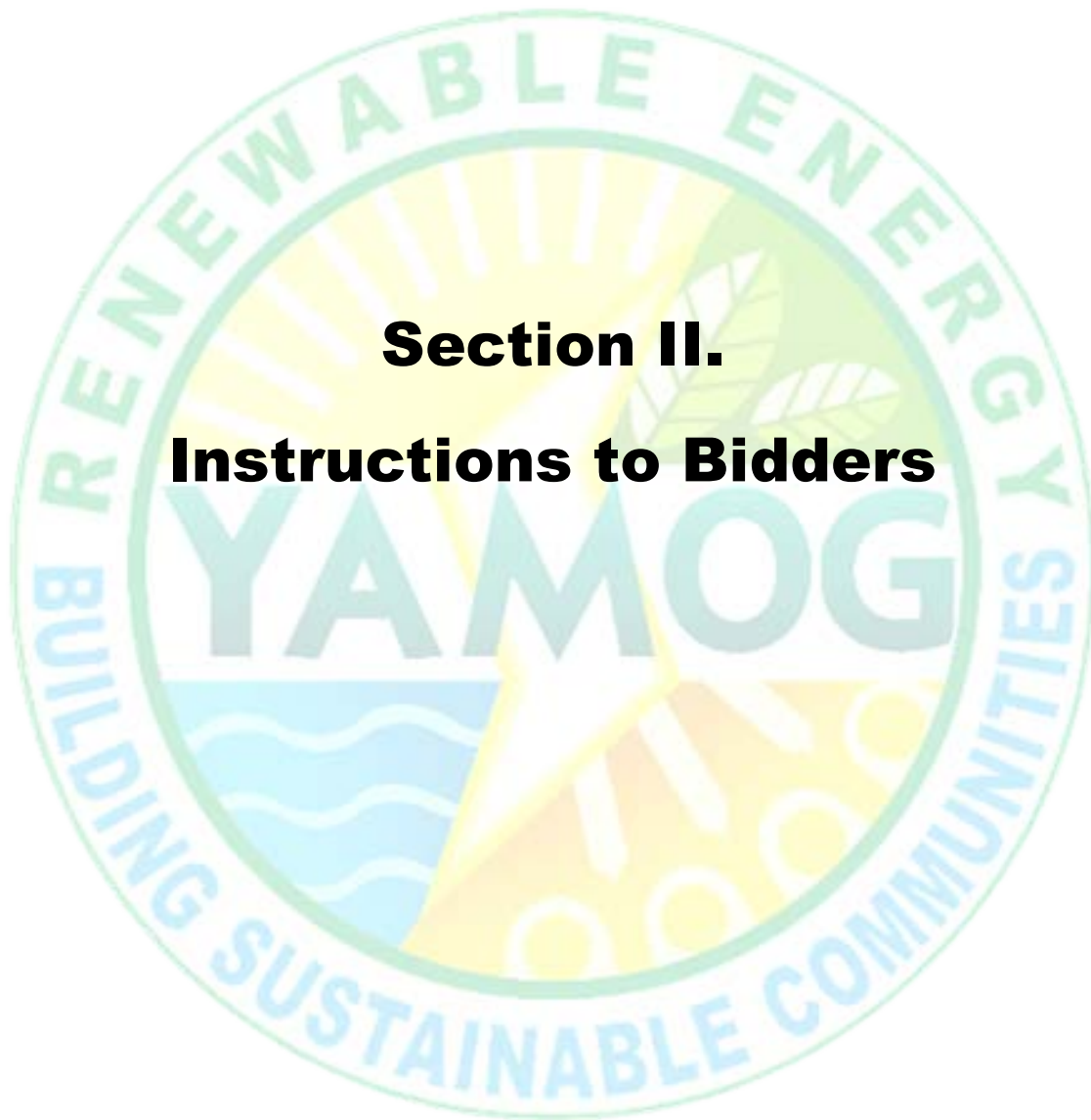
7. Bids must be duly received by the Bids and Awards Committee (BAC) Secretariat at the address below on or before **October 26, 2020 at 10:00 AM**. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 8.

Bid opening shall be on **October 26, 2020 at 10:00 AM** at **3rd Floor. Room 5&6. BEP Prime Properties Inc. Corner Ecowest Drive, Quimpo Blvd., Davao City 8000**. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted.

8. The **Yamog Renewable Energy Development Group, Inc.** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

*Bids and Awards Committee
YAMOG Renewable Energy Development Group, Inc.
3rd Floor Room 5&6 BEP Prime Properties Inc.
Corner Ecowest Drive, Quimpo Blvd.,
Davao City 8000
www.yamoginc.org
Landline No. (082) 3220274*

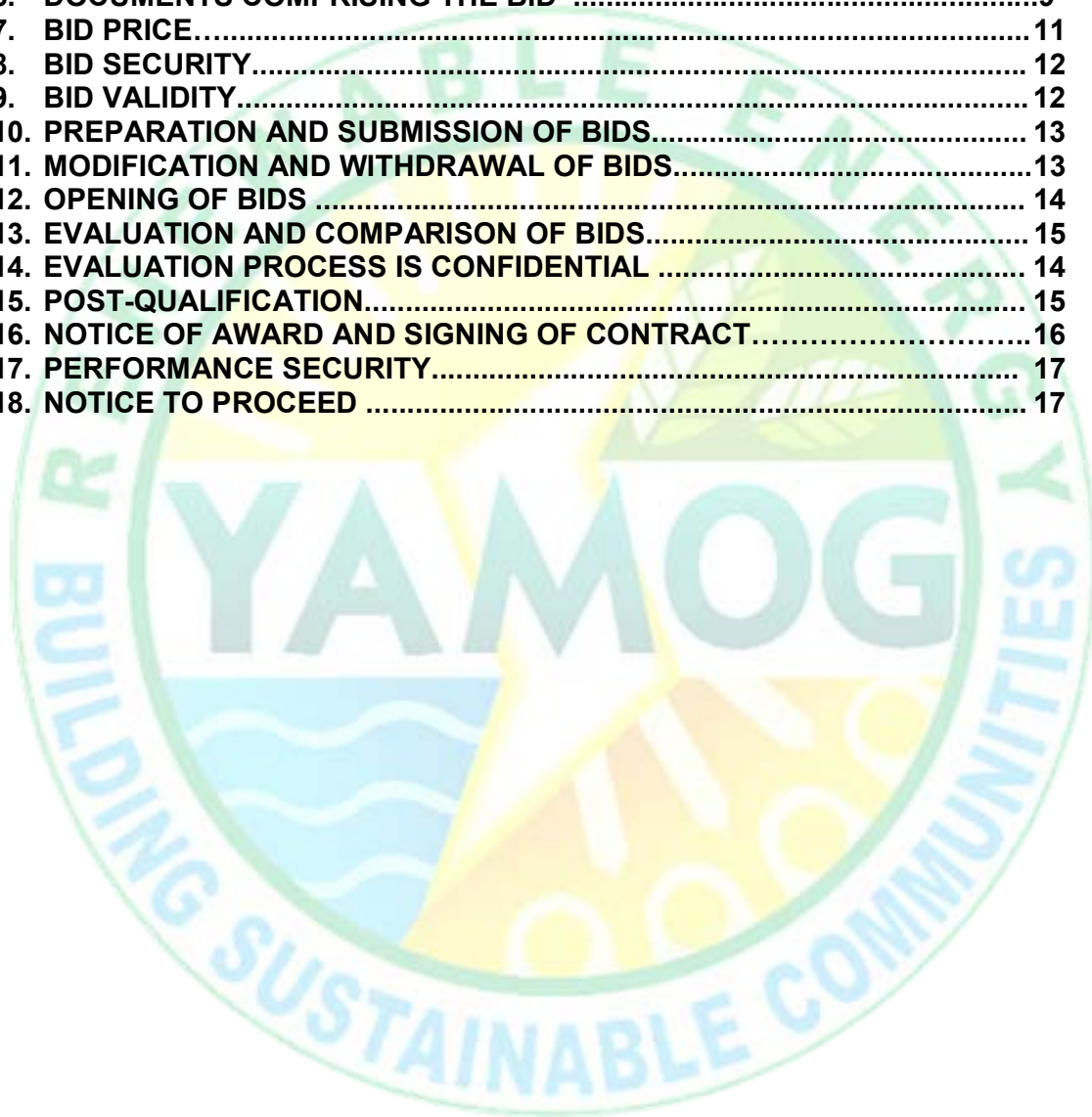
GLENN PAUL R. YLAN, SGD
*Deputy Project Manager for Operations
BAC-Chairperson*



Section II.
Instructions to Bidders

TABLE OF CONTENTS

1. SCOPE OF WORK	8
2. ELIGIBLE BIDDERS.....	8
3. SITE VISIT AND INSPECTION.....	9
4. CONTENTS OF BIDDING DOCUMENTS FOR DISTRIBUTION TO INTERESTED BIDDERS.....	9
5. PRE-BID CONFERENCE.....	9
6. DOCUMENTS COMPRISING THE BID	9
7. BID PRICE.....	11
8. BID SECURITY.....	12
9. BID VALIDITY.....	12
10. PREPARATION AND SUBMISSION OF BIDS.....	13
11. MODIFICATION AND WITHDRAWAL OF BIDS.....	13
12. OPENING OF BIDS	14
13. EVALUATION AND COMPARISON OF BIDS.....	15
14. EVALUATION PROCESS IS CONFIDENTIAL	14
15. POST-QUALIFICATION.....	15
16. NOTICE OF AWARD AND SIGNING OF CONTRACT.....	16
17. PERFORMANCE SECURITY.....	17
18. NOTICE TO PROCEED	17



1. Scope of Work

The Purchaser, as defined in the Bid Data Sheet (**BDS**), invites bids for the completion of the works indicated in the Invitation to Bid in accordance with the Conditions of Contract (CC). The successful contractor will be expected to complete the works by the Required Completion Date specified in the **BDS**.

2. Eligible Bidders

The following contractors with legal personality and capacity to undertake the contract are allowed to participate in the bidding:

- a. Should be in the business of providing works and registered for **at least five years** as shown by its business name registration with the Department of Trade and Industry (DTI) for sole proprietorship, Securities and Exchange Commission (SEC) for partnerships and corporations or registration with the Cooperatives Development Authority (CDA) for cooperatives;
- b. Must have satisfactorily **completed a single relevant contract of at least 50% of the bid amount;**

The contractor shall employ/assign a Technical person experienced to manage the related works. The contractor must submit a notarized Certificate of Employment/Appointment and Curriculum Vitae of Key Personnel indicating relevant experiences of the Technical Person/s as part of the Proposal.

- c. With a valid license and registration issued by the Philippine Contractors Accreditation Board (PCAB);
- d. The Purchaser who are directly involved in the procurement and with direct access to information that may substantially affect the result of the bidding are disqualified from participating as "contractors" for any procurement relative to the project. It will include their relatives up to the 1st degree of consanguinity or affinity. It will include but not be limited to the members of the TWG for the procurement and project proposal preparation, (Service Provider/s or Technical Person/s who prepared the POW), the members of the BAC and employees/staff of YAMOG RENEWABLE ENERGY DEVELOPMENT GROUP, INC.

Each bidder shall submit only one Bid/Proposal. All Bids submitted in violation of this rule shall be rejected. In addition, bidders shall be subjected to eligibility verification procedures to ensure that they are not blacklisted by any Procuring Entity (Government and Private). Contractors blacklisted by the Purchaser and the PCAB are not allowed to participate.

3. Site Visit and Inspection

The bidders are required to attend the site visit or inspection of the Project site organized by the Bids and Awards Committee (BAC) and to secure a Certificate of Site Inspection issued by the Purchaser which shall be presented as a requirement in the submission of bids. Prospective bidders who are not able to attend the scheduled site inspection may conduct their own inspection provided this was done before the submission of proposals.

4. Contents of Bidding Documents for Distribution to Interested Bidders

The set of bidding documents comprises the documents listed below:

- Section 1: Invitation to Bid (ITB)
- Section 2: Instructions to Bidders (IB)
- Section 3: Bid Data Sheet (BDS)
- Section 4: General Conditions of Contract (CC)
- Section 5: Special Conditions of Contract (SCC)
- Section 6: Specifications
- Section 7: Engineering Plans
- Section 8: Bill of Quantities
- Section 9: Standard Bidding Forms for Works

5. Pre-Bid Conference

The Bids and Awards Committee (BAC) will call for a pre-bid conference **at least seven (7) days before the deadline for the submission of bids** to discuss the different aspects of the procurement at hand, details of the contract and to clarify issues that bidders may raise. Attendance to the pre-bid conference is not compulsory and should not be a ground for the disqualification of a bidder.

After conduct of this activity, the BAC will only entertain requests for clarification(s) on any part of the bidding documents or for an interpretation by prospective bidders if done thru the following:

- i. In writing.
- ii. Submitted to the BAC at least two (2) calendar days after the pre-bid conference.

6. Documents Comprising the Bid

The Bid to be submitted by the bidder shall comprise the following documents (as applicable):

A. ELIGIBILITY DOCUMENTSLegal:

- a. A valid license issued by the Philippine Contractors Accreditation Board (PCAB);
- b. Department of Trade and Industry (DTI) Certification of Business Name registration in the case of *Single Proprietorships*; or Security and Exchange Commission (SEC) registration certificate, in the case of *Partnerships or Corporations*; or CDA Registration, in the case of *cooperatives*;
- c. Valid and current Mayor's permit/municipal license from the bidders' principal place of business.

Technical:

- d. Statement of all on-going government and private contracts, including contracts awarded but not yet started
- e. Statement of all completed government and private contracts for the past five (5) years experience similar to the Contract to be bid. This list must include a satisfactorily completed single contract whose value is at least fifty percent (50%) of the bid amount.
- f. Statement of Availability of Key Personnel and Equipment

Financial

- g. The prospective bidder's audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately three (3) preceding calendar years, showing, among others, the prospective bidder's total and current assets and liabilities;
- h. The prospective bidder's computation of its Net Financial Contracting Capacity (NFCC)

B. TECHNICAL DOCUMENTS

- a. The Bid Security as to form, amount and validity period
- b. Authority of the signatory (*Board Resolution if the bidder is a corporation or a cooperative, a Partnership Resolution if the bidder is a Partnership*);
- c. Construction schedule (*bar chart or PERT/CPM*) and S-curve;
- d. Manpower schedule (*weekly or monthly scheduling of skilled and unskilled workers, including the Project Manager, Project Engineers, Materials Engineers, and Foremen*);
- e. Construction methods (*narrative description of how the contractor will undertake the works under the contract*);
- f. Organizational chart for the contract to be bid,
- g. List of contractor's key personnel (*viz. the Project Manager, Project Engineers, Materials Engineers, and Foremen*), to be assigned to the contract to be bid, their complete qualification and experience data, and the key personnel's signed written commitment to work on the contract once awarded to the contractor ;

- h. List of contractor's equipment units pledged for the contract to be bid, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the contract ;
- i. Statement of Availability of Key Personnel and Equipment
- j. Equipment utilization schedule (weekly or monthly scheduling of the minimum equipment required for the contract);
- k. Certificate of Site Inspection signed by the Purchaser;
- l. Construction safety and health program of the contractor;
- m. Omnibus Sworn Statement ;

C. FINANCIAL DOCUMENTS

- a. Form of Bid
- b. Financial Proposal Sheet (*Bill of Quantities/Bid Proposal*)
- c. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used, indicating also the direct and indirect costs, in coming up with the bid; and
- d. Cash flow by the quarter and payments schedule.

7. Bid Price

The bidder shall complete the appropriate price schedule in the financial proposal sheet for all items of work described in the drawings and specifications listed in the Bill of Quantities. The Contract shall be for entire works as described in the Invitation to Bid and shall be based on the unit and total price of work items indicated in the Bill of Quantities. **Bids not providing or addressing all of the required items shall be considered non-responsive and, thus, automatically disqualified. 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 free to the Purchaser.** All fees and taxes payable by the bidder under the Contract shall be included in the rates, prices, and total price bid submitted.

Prices quoted by the bidder shall be fixed for the duration of the contract and not subject to variation or price escalation on any account. In cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the government, 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.

8. Bid Security

The bidder shall furnish a bid security with every bid. It must be operative on the date of bid opening. **Failure to enclose** the required bid security in the form and amount prescribed by the Purchaser shall **automatically disqualify the bid** concerned.

The bid security shall be in any of the following forms, with the corresponding required amount:

FORM OF BID SECURITY	MINIMUM AMOUNT
a. Cash, cashier's check, manager's check, or	2% of Bid
b. Bank guarantee confirmed by a reputable bank and deemed accepted once officially authenticated with concerned bank;	2 % of Bid
<p>Reputable Bank – refers to a bank that is recognized and a member of the Philippine Deposit Insurance Corporation (PDIC).</p>	

All checks and bank guarantees shall be issued in favor of the Purchaser. For cash Bid Security deposited in the Purchaser's Account, the corresponding deposit slips shall be submitted as part of the bid requirements. **Personal checks and Surety Bonds are not acceptable as bid security.** Bank guarantee as bid security shall be submitted as part of the bidding documents.

Bid Securities received by the BAC in the form of cash, manager's check or cashier's check must be deposited in the Purchaser Account by the Financial Administrator after the Opening of Bids. The BAC determines the period of validity of the bids and must be included in the bidding documents. The validity period should not be less than one hundred twenty (120) calendar days from the date of the opening of bids. The BAC may extend the period of validity of the bids and the bid securities by **requesting the same in writing from all those who submitted bids before the expiry date of the same.** Bidders, however, shall have the right to refuse to grant such extension without forfeiting their bid securities. The bidders who refuse to grant the BAC's request for an extension of the period of validity of their bid and bid security will have the same returned to them. However, they deemed to have waived their right to participate in the succeeding bidding for this contract.

9. Bid Validity

The bid validity period is **one hundred twenty (120) calendar days or longer** from the date of the opening of bids to the issuance of Notice to Award. The BAC may extend the period of validity of the bids and the bid securities by requesting the same in writing from all those who submitted bids before the expiry date of the same.

Bidders shall have the right to refuse the grant of such extension without forfeiting their bid securities. The bidders who refuse to grant the BAC's request for an extension of the period of validity of their bid and bid security will have the same returned to them. However, they deemed to have waived their right to further participate in the bidding.

No bid securities shall be returned to bidders after the opening of bids and before contract signing, except under any of the following circumstances:

- i. When the bidders failed to comply with any of the requirements to be submitted in the bid proposal (Disqualified Bidders), or
- ii. When the bidders were post-disqualified.

Bid securities shall be returned only after the bidder with the Lowest Best Quality and Responsive Bid (LBQRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period.

A bidder's bid security shall be forfeited when:

- i. The bidder withdraws its submitted bid prior to the deadline without any valid reason;
- ii. The bidder withdraws its bid beyond the deadline;
- iii. The bidder does not accept correction of arithmetical errors;
- iv. The bidder being considered for award does not accept the award or does not sign the contract within the period prescribed in the bidding documents;

10. Preparation and Submission of Bids

The bidder shall prepare one (1) original and one (1) duplicate copy of the documents comprising the Bid and shall sign all the pages of the original and duplicate copies. The bidder shall **initial all the pages of the Bid where entries, amendments or corrections** have been made. The eligibility, technical and financial proposals must be properly marked and must be placed in a **single sealed envelope** addressed to the **YAMOG Renewable Energy Development Group, Inc.** and shall be submitted at the specified address on or before the deadline stated in the Invitation to Bid.

On the upper left-hand corner of the envelope, the bidder shall indicate his/her name and full address.

REGISTERED BUSINESS NAME

Address of the Bidder

YAMOG Renewable Energy Development Group, Inc.

3rd Floor Room 5&6 BEP Prime Properties Inc.

Corner Ecowest Drive, Quimpo Blvd.,

Davao City 8000

Local Open Bidding Works for Construction of One (1) Unit - 30 kW Micro Hydropower Systems

Contract Package No. EAY-003-MHP-CW-PIC

If the envelope is not sealed and marked as above, the Purchaser will assume no responsibility for the misplacement or premature opening of the Bid.

The **BAC shall receive the sealed bids** on or before the prescribed date. The sealed bids and logbook will be placed in a bid box at Purchaser office inside a secure filing cabinet.

Any eligibility, technical or financial bid envelopes submitted after the deadline for submission and receipt of bids prescribed in the ITB shall be declared “Late” and shall not be accepted by the Bids and Awards Committee (BAC) and shall be returned to the Bidder unopened.

11. Modification and Withdrawal of Bids

A bidder may modify its bid if this is done before the deadline for the submission and receipt of bids. However, bidders are not allowed to retrieve the submitted original bid.

This bid must be properly identified, and marked as “**Bid MODIFICATION**”. The submitted “Bid Modification” shall replace the affected supporting document/s of the Original Bid. The BAC should stamp the sealed envelope with “**RECEIVED**”.

Bid modifications **received after the applicable deadline will not be considered** and shall be returned to the bidder unopened.

Any discount offered by the bidder shall be incorporated in the unit prices in the financial proposal.

A bidder may withdraw its bid by submitting a letter that clearly states its reason/s for doing so before the deadline of submission of bids. However, if there is no valid reason found, **its Bid Security will be forfeited in favor of the Purchaser and shall not be permitted to submit another bid for the same contract.**

A bidder may also express its intention **not** to participate in the bidding through a letter that should reach and stamped “RECEIVED” by the BAC before the deadline for the receipt of bids.

12. Opening of Bids

The BAC will open the Bids in the presence of the bidders’ representatives who attend, at the time, date, and in the place specified in the Invitation to Bid.

The BAC shall read in public the contents of the Eligibility documents, and shall examine each prospective bidder’s eligibility requirements or statements. It shall determine the presence or absence of the required **eligibility requirements against checklist using non-discretionary “pass/fail” criteria**. The BAC shall declare prospective bidders as either “eligible” or “ineligible”, based on its findings and inform them accordingly.

The BAC **may** return the Eligibility, Technical and Financial Bid envelope of an “ineligible” bidder after the issuance of clearance to award from the **Purchaser (YAMOG Renewable Energy Development Group, Inc.)**

The BAC shall proceed with the opening of the technical proposal of the eligible bidders, to determine each bidder’s compliance with the documents that are required to be submitted for the technical component of the bid. The BAC shall check the submitted **technical documents of each bidder against a checklist** of required technical documents to ascertain if they are all present, using non-discretionary “pass/fail” criteria.

If a bidder submits the required document and meets the eligibility criteria, it shall be rated “passed” for that particular requirement. Otherwise, it shall be rated as “failed”. In case one of the above-required documents in the Technical Proposal is **missing, incomplete or patently insufficient, the bid shall be declared as “failed”** and immediately returned to the bidder concerned, together with the “un-opened” Financial Proposal.

13. Evaluation and Comparison of Bids

Immediately after determining compliance with the technical requirements, the BAC shall open the Financial Proposal of each remaining technically complying bidder whose submitted technical requirements were rated “passed” on the same day. The BAC shall determine whether **one or more of the requirements of the Financial Proposal are missing**, incomplete or patently insufficient. If the Financial Bid is complete, the BAC shall rate it “passed” and shall proceed with the evaluation of the Bid. Only bids that are determined to contain all the bid requirements for both Technical and Financial components shall be rated “passed” and shall be considered for evaluation and comparison.

After the preliminary examination of bids, the BAC shall immediately conduct a detailed evaluation of all bids rated “passed,” which shall include a consideration of the following:

- i. The bid must be complete;
- ii. The bid must be balanced;
- iii. Minor arithmetical corrections to consider computational errors and omissions shall be made to enable proper comparison of all eligible bids;
- iv. All bids shall be evaluated on equal footing.
- v. Bid prices in words, unit prices, and unit cost in the bill of quantities shall prevail in case of discrepancy. However, in case of discrepancy between the bid price and the evaluated bid, the latter will prevail.

Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, and other modifications, to identify the Lowest and Best Quality Bidder (LBQB).

14. Evaluation process is Confidential

Information related to the examination, evaluation, comparison and clarification of quotations and recommendation for contract award **shall not be disclosed to the public** until Notice of Award (NOA) has been issued and accepted by the successful bidder. Any effort from a contractor to influence decision of the **BAC** will result in the rejection of his/her quotation.

15. Post-qualification

The BAC with the assistance of the TWG verifies and validates the LBQB compliance with the legal, financial and technical requirements of the bid. The legal review verifies that all required licenses and other documents submitted are in order. The technical requirements are verified to prove compliance of the works offered with the requirements of the contract and bidding documents. The financial requirements are validated to ensure that the bidder can sustain the operating cash flow of the transaction.

If the LBQB passes the post-qualification, the BAC declares it as the Lowest and Best Quality Responsive Bid (LBQRB) and issues a Notice of Award (NOA).

If the bidder with the LBQB fails to pass post qualification, the BAC shall immediately notify the said bidder in writing of its post-disqualification and the grounds for it.

Immediately after the BAC has notified the first bidder of its post-disqualification, the BAC shall initiate and complete the same post-qualification process on the bidder with the second LBQB. If the second bidder passes the post-qualification, and if the request for reconsideration of the first bidder has been denied, the BAC shall declare the second bidder as the bidder with the LBQRB. The **Purchaser** shall then award the contract to it. If the second bidder, however, fails the post-qualification, the procedure for post-qualification shall be repeated for the bidder with the next LBQB, and soon until the LBQRB, is determined for award.

If no bidder passes post-qualification, the BAC shall issue a Resolution declaring a failure of bidding.

16. Notification of Award and Signing of Contract

The **Purchaser** shall notify the LBQRB of the award in writing prior to the expiration of the validity period of the Bid. The Notice of Award (NOA) and the Contract shall state the amount that the **Purchaser** will pay the winning bidder in consideration of the construction and execution of the works prescribed under the Contract. The BAC shall schedule the signing of the contract with the winning bidder who will then post the required performance security.

17. Performance Security

The performance security shall be posted in favor of the **Purchaser**, and will be forfeited in its favor in the event that the winning bidder fails to perform any of its obligations under the contract. The winning bidder should furnish the Purchaser with the performance security in accordance with the Conditions of the Contract, within a **maximum period of seven (7) calendar days** from the signing of the contract. It must be at least co-terminus with the period of completion of the contract.

The performance security shall be in any of the following forms, with the corresponding required amount:

FORM OF PERFORMANCE SECURITY	MINIMUM AMOUNT
a. Cash, cashier's check, manager's check, or	5% of Contract Price
b. Bank guarantee confirmed by a reputable bank and deemed accepted once officially authenticated with concerned bank; <i>Reputable Bank – refers to a bank that is recognized and a member of the Philippine Deposit Insurance Corporation (PDIC).</i>	10% of Contract Price

All checks and bank guarantees for performance security shall be issued in favor of the **Purchaser**. Cash and checks shall be deposited in the **Purchaser's** Account. The winning bidder must choose which among the preferred forms it shall submit.

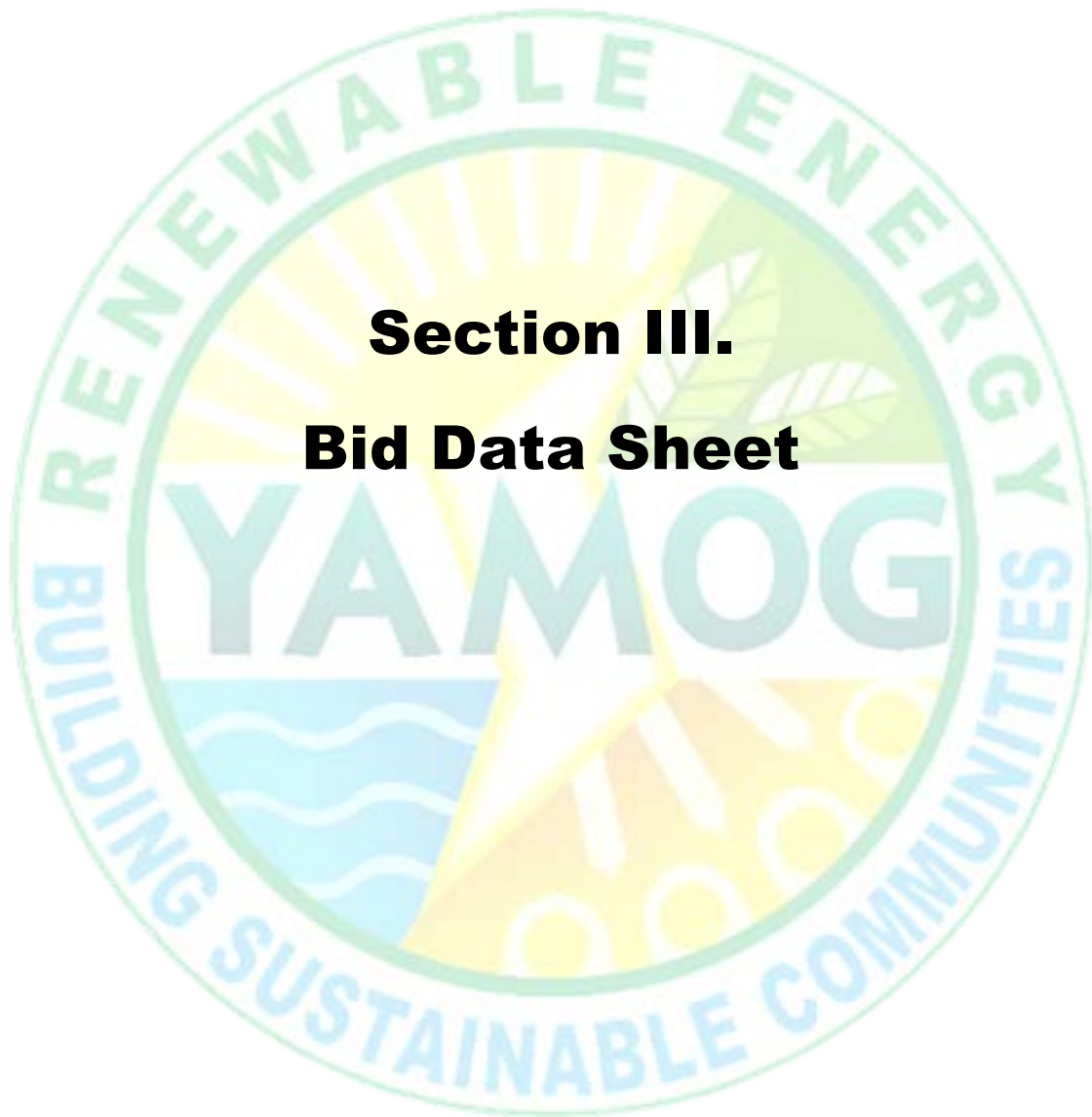
There shall be a corresponding change for Performance Security posted by the winning bidder in the following instances: (a) issuance of a Variation/Change Order; (b) partial completion of works.

The **Purchaser** may release the performance security to the winning bidder after the issuance of the Certificate of Completion and Acceptance of the works, if there are no claims for labor and materials filed against the contractor.

18. Notice to Proceed

Within **seven (7) calendar days** from the signing of the contract, the **Purchaser** shall issue its Notice to Proceed (NTP) to the winning bidder. Unless otherwise specified in the contract, a contract is effective upon receipt of the NTP. If an effectivity date is provided in the NTP, such date shall not be later than **seven (7) calendar days from issuance**.





Section III.
Bid Data Sheet

**BID DATA SHEET
FOR WORKS PROCURED THROUGH
LOCAL OPEN BIDDING**

Name of Project: CONSTRUCTION OF ONE (1) UNIT - 30 KW MICRO HYDROPOWER SYSTEMS

Location : Sitio Masjid Ramitan, Ramitan, Picong, Lanao Del Sur

1.0	The Purchaser is: YAMOG Renewable Energy Development Group, Inc.																																				
2.0	The required completion date shall be within the approved contract duration. Contract Duration: 180 Calendar Days																																				
3.0	<p>For CONSTRUCTION OF 30 kW MICRO HYDROPOWER SYSTEM at Sitio Masjid Ramitan, Ramitan, Picong, Lanao Del Sur</p> <p>The works are:</p> <table border="1"> <thead> <tr> <th data-bbox="386 926 500 953">Item No.</th> <th data-bbox="662 926 846 953">Item of Works</th> <th data-bbox="1073 926 1187 953">Quantity</th> </tr> </thead> <tbody> <tr> <td data-bbox="402 957 418 984">I</td> <td data-bbox="475 957 915 989">Construction of Temporary Facilities</td> <td data-bbox="1089 957 1224 989">24 sq.m.</td> </tr> <tr> <td data-bbox="402 989 418 1016">II</td> <td data-bbox="475 989 911 1020">Project Access Road Establishment</td> <td data-bbox="1089 989 1182 1020">1 lot</td> </tr> <tr> <td data-bbox="402 1020 418 1047">III</td> <td data-bbox="475 1020 992 1052">Earthworks & Temp River Diversion Canal</td> <td data-bbox="1040 1020 1214 1052">216.83 cu.m.</td> </tr> <tr> <td data-bbox="402 1052 418 1079">IV</td> <td data-bbox="475 1052 971 1115">Weir, Upstream, Downstream Apron and Wingwall</td> <td data-bbox="1057 1083 1230 1115">139.50 cu.m.</td> </tr> <tr> <td data-bbox="402 1115 418 1142">V</td> <td data-bbox="475 1115 862 1146">Intake & Sluice Gate Installation</td> <td data-bbox="1089 1115 1182 1146">1 lot</td> </tr> <tr> <td data-bbox="402 1146 418 1173">VI</td> <td data-bbox="475 1146 678 1178">Headrace Canal</td> <td data-bbox="1089 1146 1214 1178">80 li.m</td> </tr> <tr> <td data-bbox="402 1178 418 1205">VII</td> <td data-bbox="475 1178 646 1209">Power House</td> <td data-bbox="1089 1178 1182 1209">1 lot</td> </tr> <tr> <td data-bbox="402 1209 418 1236">IX</td> <td data-bbox="475 1209 581 1241">Tailrace</td> <td data-bbox="1089 1209 1224 1241">76 li.m.</td> </tr> <tr> <td data-bbox="386 1241 500 1268">SPL I</td> <td data-bbox="475 1241 683 1272">Project Billboard</td> <td data-bbox="1089 1241 1182 1272">1 lot</td> </tr> <tr> <td data-bbox="386 1272 500 1299">SPL II</td> <td data-bbox="475 1272 678 1304">Material Testing</td> <td data-bbox="1089 1272 1182 1304">1 lot</td> </tr> <tr> <td></td> <td data-bbox="475 1304 699 1335">OCM, Profit & Tax</td> <td></td> </tr> </tbody> </table>	Item No.	Item of Works	Quantity	I	Construction of Temporary Facilities	24 sq.m.	II	Project Access Road Establishment	1 lot	III	Earthworks & Temp River Diversion Canal	216.83 cu.m.	IV	Weir, Upstream, Downstream Apron and Wingwall	139.50 cu.m.	V	Intake & Sluice Gate Installation	1 lot	VI	Headrace Canal	80 li.m	VII	Power House	1 lot	IX	Tailrace	76 li.m.	SPL I	Project Billboard	1 lot	SPL II	Material Testing	1 lot		OCM, Profit & Tax	
Item No.	Item of Works	Quantity																																			
I	Construction of Temporary Facilities	24 sq.m.																																			
II	Project Access Road Establishment	1 lot																																			
III	Earthworks & Temp River Diversion Canal	216.83 cu.m.																																			
IV	Weir, Upstream, Downstream Apron and Wingwall	139.50 cu.m.																																			
V	Intake & Sluice Gate Installation	1 lot																																			
VI	Headrace Canal	80 li.m																																			
VII	Power House	1 lot																																			
IX	Tailrace	76 li.m.																																			
SPL I	Project Billboard	1 lot																																			
SPL II	Material Testing	1 lot																																			
	OCM, Profit & Tax																																				
4.0	The Site Visit and Inspection is required on <u>TBA</u>																																				
5.0	The Pre-Bid Conference is scheduled on <u>October 12, 2020 10:00 AM at YAMOG Renewable Energy Development Group, Inc., 3rd Floor Room 5&6 BEP Prime Properties Inc. Corner Ecowest Drive, Quimpo Blvd., Davao City 8000</u>																																				
6.0	<p>For the procurement of works, the Bidder must have completed the following:</p> <p>a) Experience in completing a single contract that is similar in nature to the works to be procured whose value must at least be fifty percent (50%) of the bid amount.</p> <p>The contractor shall employ a Technical person experienced to manage the related works. The contractor must submit a notarized Certificate of</p>																																				

	Employment/Appointment and resume indicating relevant experiences of the Technical Person/s as part of the Proposal.
7.0	<p>Eligibility documents shall include the following:</p> <p><u>Legal:</u></p> <ol style="list-style-type: none"> a. A valid license issued by the Philippine Contractors Accreditation Board (PCAB); b. Department of Trade and Industry (DTI) Certification of Business Name registration in the case of <i>Single Proprietorships</i>; or Security and Exchange Commission (SEC) registration certificate, in the case of <i>Partnerships or Corporations</i>; or CDA Registration, in the case of <i>cooperatives</i>; c. Valid and current Mayor's permit/municipal license from the bidders' principal place of business. <p><u>Technical:</u></p> <ol style="list-style-type: none"> d. Statement of all on-going government and private contracts, including contracts awarded but not yet started; e. Statement of all completed government and private contracts for the past five (5) years' experiences similar to the Contract to be bid. This list must include a satisfactorily completed single contract whose value is at least fifty percent (50%) of the bid amount; f. Statement of Availability of Key Personnel and Equipment <p><u>Financial</u></p> <ol style="list-style-type: none"> g. The prospective bidder's audited financial statements, stamped "received" by the BIR or its duly accredited and authorized institutions, for the immediately three (3) preceding calendar years, showing, among others, the prospective bidder's total and current assets and liabilities; h. The prospective bidder's computation of its Net Financial Contracting Capacity (NFCC)

<p>8.0</p>	<p>Technical Proposals shall include the following:</p> <ol style="list-style-type: none"> a. The Bid Security as to form, amount and validity period b. Authority of the signatory (Board Resolution if the bidder is a corporation or a cooperative a Partnership Resolution if the bidder is a Partnership); c. Construction schedule (bar chart or PERT/CPM) and S-curve; d. Manpower schedule (weekly or monthly scheduling of skilled and unskilled workers, including the Project Manager, Project Engineers, Materials Engineers, and Foremen); e. Construction methods (narrative description of how the contractor will undertake the works under the contract); f. Organizational chart for the contract to be bidde g. List of contractor's key personnel (viz. the Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bidde, their complete qualification and experience data, and the key personnel's signed written commitment to work on the contract once awarded to the contractor; h. List of contractor's equipment units pledged for the contract to be bidde, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the contract; i. Equipment utilization schedule (weekly or monthly scheduling of the minimum equipment required for the contract); j. Certificate of Site Inspection signed by the Purchaser; k. Construction safety and health program of the contractor; l. Omnibus Sworn Statement (Affidavit) ;
<p>9.0</p>	<p>Financial proposal shall include the following:</p> <ol style="list-style-type: none"> a. Form of Bid ; b. Financial Proposal Sheet (Bill of Quantities) ; c. Detailed estimates including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used, indicating also the direct and indirect costs, in coming up with the bid; and d. Cash flow by the quarter and payments schedule.
<p>10.0</p>	<p>Bids shall be offered in: <i>(BAC to select appropriate mode)</i></p> <p>[/] Unit Prices [] Lump Sum [] Combination of both</p>
<p>11.0</p>	<p>The Bid Security should be based on the submitted Bid Amount to be posted in favor of Purchaser identified in 1.0 consistent with ITB. The form of bid security shall either be:</p> <ol style="list-style-type: none"> a. Cash, cashier's check, manager's check: 2% of bid or b. Bank guarantee issued and confirmed by a reputable bank and deemed accepted once officially authenticated with concerned bank: 2% of bid

	Reputable Bank – refers to a bank that is recognized and a member of the Philippine Deposit Insurance Corporation (PDIC).
12.0	The bid validity period shall be one hundred twenty (120) days or longer from the date of bid opening on: October 26, 2020 at 10:00 AM
13.0	Bids must be addressed as follows YAMOG Renewable Energy Development Group, Inc. 3 rd Floor. Room 5&6.BEP Prime Properties Inc. Corner Ecowest Drive, Quimpo Blvd., Davao City 8000 Bids may be delivered by hand, mail, or messenger/courier and must be received by the above address not later than date specified in 12.0
14.0	Bids shall be opened on <u>July 15, 2020 10:00 AM at YAMOG Renewable Energy Development Group, Inc. Office, 3rd Floor Room 5&6 BEP Prime Properties Inc. Corner Ecowest Drive, Quimpo Blvd., Davao City</u>
15.0	The performance security shall be posted in favor of Purchaser . The form of performance security shall either be: a. Cash, cashier's check, manager's check:(5%) of contract price or b. Bank guarantee confirmed by a reputable bank and deemed accepted once officially authenticated with concerned bank: 10 % of contract price The Performance security validity period shall be up to the 100% Completion and Acceptance of the contract by the Purchaser. Note: Reputable Bank – refers to a bank that is recognized and a member of the Philippine Deposit Insurance Corporation (PDIC).

Note: To be filled-up by the BAC before the Issuance of Invitation to Bid, issuance of bidding documents and will form part of the Tender Documents.

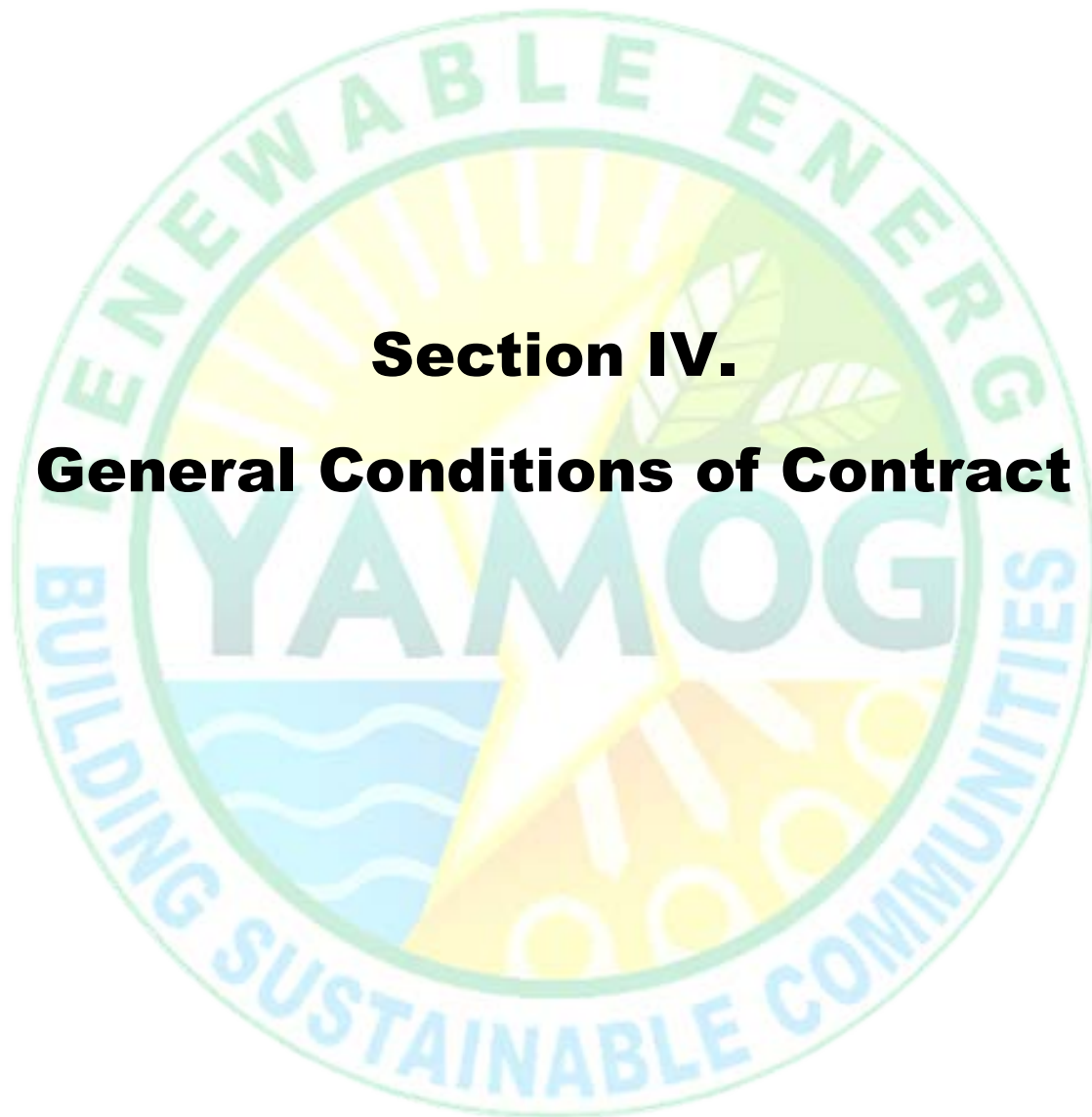


TABLE OF CONTENTS

1. Definitions.....	26
2. Interpretation.....	28
3. Governing Language and Law.....	29
4. Communications.....	29
5. Possession of Site.....	29
6. The Contractor's Obligations	30
7. Performance Security.....	32
8. Subcontracting.....	32
9. Liquidated Damages (LD).....	33
10. Inspection and Tests.....	34
11. Measurement of Works.....	34
12. Contract Price and Payment.....	35
13. Advance Payment.....	35
14. Retention Money.....	35
15. Final Payment.....	36
16. Variation Orders.....	36
17. Suspension of Work.....	37
18. Contract Time Extension.....	38
19. The Purchaser, Licenses and Permits.....	39
20. Contract Completion.....	39
21. Warranty and Defects Liability Period.....	40
22. Liability of the Contractor.....	41
23. Purchaser's Risk.....	41
24. Termination of Contract for Default.....	41
25. Termination of Contract for Unlawful Acts.....	42
26. Termination of Contract at the Instance of the Contractor.....	42
27. Termination of Contract for Convenience.....	43
28. Termination of Contract due to Force Majeure.....	43
29. Settlement of Disputes.....	43
30. Suspension of Loan, Credit, Grant, or Appropriation.....	44
31. Purchaser's Representative's Decisions.....	44
32. Approval of Drawings and Temporary Works by the Purchaser's Representative.....	44
33. Acceleration and Delays Ordered by the Purchaser's Representative..	44
34. Extension of the Intended Completion Date.....	45
35. Right to Vary.....	45
36. Contractor's Right to Claim.....	45
37. Early Warning.....	45
38. Management Conferences.....	46
39. Bill of Quantities.....	46
40. Instructions, Inspections and Audits.....	46
41. Identifying Defects.....	47
42. Cost of Repairs.....	47
43. Correction of Defects.....	47
44. Uncorrected Defects.....	47
45. Operating and Maintenance Manuals	48

1. Definitions

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

- 1.1. The **Purchaser** is Yamog Renewable Energy Development Group, Inc. represented by its Managing Director, and who employs the Contractor to carry out the Works, stated in the **SCC**.
- 1.2. The **Purchaser's Representative** refers to the Head of the Bids and Awards Committee or his duly authorized representative, identified in the **SCC**, who shall be responsible for supervising the execution of the Works and administering this Contract.
- 1.3. **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.
- 1.4. The **Completion Date** is the date of completion of the Works as certified by the Purchaser.
- 1.5. Lowest and Best Quality Bidder (**LBQB**), Lowest and Best Quality Responsive Bidder (**LBQRB**)
- 1.6. The **Contract** is the contract between the Purchaser and the Contractor to execute, complete, and maintain the Works.
- 1.7. The **Contract Effectivity Date** is the date of signing of the Contract. However, the contractor shall commence execution of the Works on the Start Date as defined in GCC Clause 1.28.
- 1.8. The **Contract Price** is the price stated in the Notice of Award and thereafter to be paid by the Purchaser to the Contractor for the execution of the Works in accordance with this Contract
- 1.9. **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.
- 1.10. 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.
- 1.11. The **Contractor's Bid** is the signed offer or proposal submitted by the Contractor to the Procuring Entity in response to the Bidding Documents.
- 1.12. **Days** are calendar days; months are calendar months.
- 1.13. A **Defect** is any part of the Works not completed in accordance with the Contract.

- 1.14. The **Defects Liability Certificate** is the certificate issued by Purchaser upon correction of defects by the Contractor.
- 1.15. 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.
- 1.16. **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.
- 1.17. **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.
- 1.18. 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 Purchaser by issuing an extension of time or an acceleration order.
- 1.19. **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- 1.20. The **Notice to Proceed** is a written notice issued by the Purchaser to the Contractor requiring the latter to begin the commencement of the work not later than a specified or determinable date.
- 1.21. **Permanent Works** are all permanent structures and all other project features and facilities required to be constructed and completed in accordance with this Contract which shall be delivered to the Purchaser and which shall remain at the Site after the removal of all Temporary Works.
- 1.22. **Plant** refers to the machinery, apparatus, and the like intended to form an integral part of the Permanent Works.
- 1.23. **Project Supervisors** are the Area Team Leader and Area Engineers assigned by the Purchaser and who is responsible for day to day supervising the execution of the Works and administering the Contract.
- 1.24. The **Site** is the place provided by the Purchaser 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 Purchaser as forming part of the Site.

- 1.25. **Site Investigation Reports** are those that were included in the Bidding Documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- 1.26. **Slippage** is a delay in work execution occurring when actual accomplishment falls below the target as measured by the difference between the scheduled and actual accomplishment of the Work by the Contractor as established from the work schedule. This is actually described as a percentage of the whole Works.
- 1.27. **Specifications** mean the description of Works to be done and the qualities of materials to be used, the equipment to be installed and the mode of construction.
- 1.28. The **Start Date**, as specified in the **SCC**, is the date when the Contractor is obliged to commence execution of the Works. It is the date indicated in the Notice to Proceed for commencement of the Works.
- 1.29. A **Subcontractor** is any person or organization to whom a part of the Works has been subcontracted by the Contractor, as allowed by the Purchaser, but not any assignee of such person.
- 1.30. **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Permanent Works.
- 1.31. The **Variation** is an instruction given by the Purchaser's Representative, which changes the scope of the original work requirements. In case of materials and drawings alteration, this should have prior clearance from the Purchaser.
- 1.32. **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 Purchaser'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 Purchaser will provide instructions clarifying queries about the Conditions of Contract.

- 2.2. If sectional completion is specified in the **SCC**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 2.3. The documents forming this Contract shall be interpreted in the following order of priority:
- a) Contract Agreement;
 - b) Bid Data Sheet;
 - c) Instructions to Bidders;
 - d) Addenda to the Bidding Documents;
 - e) Special Conditions of Contract;
 - f) General Conditions of Contract;
 - g) Specifications;
 - h) Bill of Quantities; and
 - i) Drawings.

3. Governing Language and Law

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

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 Purchaser 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.
- 5.2. If the Contractor suffers delay or incurs cost from failure on the part of the Purchaser to give possession in accordance with the terms of this clause, the Purchaser shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred.
- 5.3. If possession of a portion is not given by the date stated in the SCC Clause 51, the Purchaser 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 24.

- 5.4. 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.
- 5.5. The Contractor shall allow the Purchaser and any person authorized by the Purchaser 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.
- 6.2. 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 Purchaser.
- 6.3. 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 Purchaser, and complete them by the Intended Completion Date.
- 6.4. The Contractor shall be responsible for the safety of all activities in the Site.
- 6.5. During Contract implementation, the Contractor shall abide at all times by all labor laws, and other relevant rules which may be applicable to the works. Among such regulations or laws are:
 - a. Employment of skilled and unskilled local labor **shall include women, where applicable, and shall receive equal compensation with men.** 100% unskilled labor force shall come from the barangay where the community project is located. The contractor shall also comply with the rules on hours and conditions of work, general health regulations, and safety and health precautions.
 - b. Traffic regulations, including provision of adequate warning signs and traffic barriers.
 - c. The Contractor shall carefully plan and conduct his works in a manner, which will minimize the negative impact on the environment. In particular, the Contractor shall not interfere with or pollute in any way irrigation channels or watercourses. Borrow pits shall only be worked at the location and in

- particular, the pits shall be left in a condition that it is not a safety or a health hazard due to stagnant water collection.
- 6.6. The Contractor must keep the site reasonably free from all unnecessary obstruction. It must store or dispose of any equipment and surplus materials away and remove from the site any wreckage, rubbish or temporary works that are no longer required. Upon the issuance of the Certificate of Acceptance, the Contractor shall remove from the site, all equipment, surplus material, rubbish and temporary works of every kind. It must leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Project Supervisor. The Contractor shall strictly comply the Construction Safety and Health Program.
 - 6.7. 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 Purchaser 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.
 - 6.8. If the Purchaser'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.
 - 6.9. 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.
 - 6.10. The Contractor shall submit to the Purchaser for consent the name and particulars of the person authorized to receive instructions on behalf of the Contractor.
 - 6.11. Unless otherwise provided for in the contract, the contractor must turnover to the Purchaser all excess, used, unused and/or reusable materials paid for in the contract such as, formworks, safety gadgets and devices, etc.
 - 6.12. The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Purchaser 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 Purchaser may modify the schedule of other contractors, and shall notify the Contractor of any such modification thereto.
 - 6.13. Should anything of historical or other interest or of significant value be unexpectedly discovered on the Site, the Contractor shall notify the Purchaser's Representative of such discoveries and carry out the Purchaser's Representative instructions in dealing with them.

7. Performance Security

- 7.1. Within seven (7) calendar days from receipt of the Notice of Award from the Purchaser but in no case later than the signing of the contract by both parties, the Contractor shall furnish the performance security in any of the forms prescribed in ITB Clause 17.
- 7.2. The performance security posted in favor of the Purchaser 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 Purchaser 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 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 17 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 Purchaser the use of which, in the judgment of the implementing agency or the Purchaser, will not affect the structural integrity of the entire project, the Purchaser 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.

8. Subcontracting

- 8.1. Unless otherwise indicated in the **SCC**, Contractor may be allowed to subcontract a material or significant portion of the contract or project, which

must not exceed fifty percent (50%) of the total project cost. Except if otherwise provided by the contract, the Contractor shall not subcontract any part of the works without the prior consent of the Purchaser. This consent shall not relieve the Contractor of any liability or obligation under the contract.

- 8.2. If subcontracting is allowed. The contractor may identify its subcontractor during contract implementation stage. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 6 and comply with the eligibility criteria specified in the BDS. In the event that any subcontractor is found by Purchaser to be ineligible, the subcontracting of such portion of the Works shall be disallowed. A duly Notarized Sub-contracting agreement is required prior to the performance of portion of the works being sub-contracted.
- 8.3. In the event, that the purchaser found out that the interested bidder allowed his license to be used by another private entity in assuming the works being bid that bidder shall automatically be disqualified or his contract will be rescinded.
- 8.4. The Contractor shall be responsible for the acts, defaults and neglects of any subcontractor as fully as if these were its own acts, defaults or neglects, or those of its agents, servants or workers.

9. Liquidated Damages (LD)

- 9.1. The Contractor shall pay liquidated damages to the Procuring Entity for each day that the Completion Date is later than the Intended Completion Date. The applicable liquidated damages is at least one-tenth (1/10) of a percent of the cost of the unperformed portion for every day of delay. The Procuring Entity shall deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of this Contract, the Purchaser may rescind or terminate this Contract, without prejudice to other courses of action and remedies available under the circumstances.
- 9.2. If the Intended Completion Date is extended after liquidated damages have been paid, the Project Supervisor of the Purchaser shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.
- 9.3. The Purchaser may also take over the contract or award the same to qualified contractor through direct contracting. In addition to the liquidated damages, the erring Contractor's performance security shall also be forfeited.

10. Inspection and Tests

- 10.1. 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.
- 10.2. All materials, plant/s and workmanship shall be of the kind described in the contract and in accordance with the instructions of the Project Supervisor. To ensure that this is the case, these materials, plant/s and workmanship will be subjected, from time to time, to such tests as the Project Supervisor may require.
- 10.3. The Project Supervisor must at all times, have access to the site and to all workshops and places where materials are being manufactured, fabricated or prepared for the works. The Project Supervisor shall be entitled to inspect and test these materials and the plant or plants where these materials are manufactured, fabricated and/or prepared.
- 10.4. If, at the time and place agreed above, the materials or plants are not ready for inspection or testing, the Project Supervisor may reject these materials or the plant and must notify the Contractor of such rejection immediately. The notice must state the Project Supervisor's objection and the reasons for the objection. The Contractor, for its part, must then promptly replace all the rejected material and ensures it complies with the contract specifications.
- 10.5. The Project Supervisor after consultation with the Contractor will determine all the costs incurred in the repetition of the test or tests. These costs are recoverable from the Contractor by the Purchaser and may be deducted from any monies due to the Contractor.
- 10.6. To help ensure the quality of materials being used in infrastructure projects, the Bureau of Research and Standards (BRS) of the DPWH, the DOST or the DTI shall accredit the testing laboratories that can be used in Yamog's infrastructure projects. All Yamog's implementing infrastructure projects must use only these laboratories. Only tests done by these laboratories shall be recognized and accepted, except for the testing of new materials to be undertaken through procedures approved by the DPWH.

11. Measurement of Works

The Project Supervisor must measure the value of the works actually in-place in accordance with the contract. This measurement will be the basis for the payment that will be made to the Contractor in accordance with the Statement

of Work Accomplished (SWA). The Contractor shall attend or send a qualified representative to assist the Project Supervisor in making such measurement; and supply all particulars required by the Project Supervisor.

12. Contract Price and Payment

- 12.1. The method and conditions of payment shall be specified in the contract. Any kind of payment, including advance and progress payments, must be made by the Purchaser as soon as possible, but in no case later than thirty (30) days after the submission of an invoice or claim by the Contractor, accompanied by documents submitted pursuant to the contract, and upon fulfillment of other obligations stipulated in the contract. The Purchaser must also ensure that all accounting and auditing requirements are met prior to payment.
- 12.2. Price escalation is not allowed. For the given scope of work in the contracts awarded, the price must be considered as a fixed price.
- 12.3. The first progress payment may be paid by the Purchaser to the contractor after 20% of the work had been accomplished. Thereafter, payments can be made upon submission of Progress Billing or a request for payment for work accomplished. Project Supervisor must verify such request for payment, including the Statement of Work Accomplished by the contractor. Materials and equipment delivered on the site but not completely, put in place shall not be included for payment.
- 12.4. The Purchaser has the right to deduct from the contractor's progress billing such amount as may be necessary to cover third party liabilities. It must not process any progress payment unless the discovered defects are corrected.

13. Advance Payment

- 13.1. The contractor has the option to claim for advance payment equivalent to 15% of the contract price subject to the submission of a certification from the Project Supervisor that equipment and materials are already on the jobsite and a bank guarantee equivalent to the amount requested within three (3) calendar days.
- 13.2. The Purchaser shall recover the advance payment by deducting from the progress payments until the advance is fully recouped within the duration of the contract, and before full payment is made to the Contractor.

14. Retention Money

- 14.1. The Purchaser shall deduct the "Retention money" equal to ten percent (10%) of the progress payments to cover the uncorrected discovered defects and third party liabilities. It is to be collected from all progress payments.

- 14.2. The “retention money” shall be due for release after the defects liability period. The Contractor may request the Purchaser that, instead of retention money being withheld from each progress billing, it issues in favor of the Purchaser, a bank guarantee in an amount equivalent to the retention money substituted for. They must also be valid for duration to be determined by the Purchaser and will answer for the purpose for which the ten percent (10%) retention is intended. The refund shall not be subjected to Withholding Tax.

15. Final Payment

- 15.1. The Contractor may request for final payment upon one hundred percent (100%) completion of the work. Whatever balance remains of the amount that is needed in order to return to the Purchaser the fifteen percent (15%) advance payment previously made and liquidated damages, if any will reduce this payment.

16. Variation Orders

- 16.1. Variation Orders may be issued by the Purchaser to cover any increase/decrease in quantities, including the introduction of unforeseen activity considered as new work items that are not included in the original contract or reclassification of work items, if the cumulative amount of the Variation Order does not exceed ten percent (10%) of the original project cost. It is 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, The addition/deletion of Works should be within the general scope of the project as bid and awarded.
- 16.2. A Variation Order may either be in the form of a Change Order or Extra Work Order. A Change Order may be issued by the Purchaser to cover any increase/decrease in quantities of original Work items in the contract. An Extra Work Order may be issued by the Purchaser to cover the introduction of unforeseen activity considered as new work items necessary for the completion, improvement or protection of the project that were not included as items of Work in the original contract.
- 16.3. Any cumulative Variation Order beyond ten percent (10%) shall be subject to another Contract to be bid out if the works are separable from the original contract. However, if these adjustments are urgently necessary to complete the original scope of work, the Purchaser, on the recommendation of the Project Supervisor and concurrence by the Central Project Management Office (CPMO), may authorize the Variation Order beyond ten percent (10%) but not more than twenty percent (20%).

- 16.4. The payment to the contractor for additional work under Variation Orders must be derived based on the following:
- a. For additional/extra works duly covered by **Change Order** involving work items which are exactly the same or similar to those in the original contract, the applicable unit prices of work items in the original contract shall be used.
 - b. For additional/extra works duly covered by **Extra Works Order** involving work items that are not in the original contract, the unit prices will be based on the direct unit costs used in the original contract (e.g., unit cost of cement, rebars, form lumber, labor rate, equipment rental, etc.). All new components of the new work item shall be fixed prices, provided the same is acceptable to both the Purchaser and the Contractor. The direct unit costs of new components must also be based on the Contractor's estimate as validated by the BAC and TWG. The BAC and TWG must validate these prices through a documented canvass among three eligible suppliers in accordance with existing rules and regulations. The direct cost of the new work item must then be combined with the mark-up factor (i.e. taxes and profit) used by the Contractor in his bid to determine the unit price of the new work item.

17. Suspension of Work

- 17.1. The Purchaser has the authority to suspend the work wholly or partly by written order due to the following:
- a. Force majeure or any fortuitous event; or
 - b. Failure on the part of the contractor to:
 - i. Correct bad conditions which are unsafe for workers or for the general public;
 - ii. Carry out valid orders given by the Project Supervisor;
 - iii. Perform any provisions of the contract; or
 - iv. Adjustment of plans to suit field conditions as found necessary during construction.
- 17.2. The contract shall specify a period of **three (3) calendar days** from date of receipt of the written order or notice for suspension of work, after which the said order may take effect and the Contractor, shall immediately comply.
- 17.3. The Contractor has the right to suspend work operation on any or all projects/activities along the critical path of activities due to any of the following:
- a. There exist right-of-way problems, that prohibit the Contractor from performing work in accordance with the approved construction schedule;
 - b. Peace and order conditions make it extremely dangerous, if not impossible, to work, such conditions having been certified in writing by the PNP station or any competent authority which has responsibility over the affected area; or

- c. The non-payment of the Contractor's claim for progress billing beyond forty-five (45) Calendar days from the time the claim has been certified by the Purchaser as having been supported by complete documentation, unless there are justifiable reasons that shall be communicated in writing to the Contractor.
- 17.4. The Contractor may suspend work within **ten (10) calendar days** after the Purchaser has received a written notice of the suspension of work.
- 17.5. The Purchaser can only grant extension of time for suspension of activities along critical path that are at no fault of the contractor. In such cases, the elapsed time between the effective order suspending operation and the order to resume work shall be allowed to the Contractor by adjusting the contract time accordingly.

18. Contract Time Extension

- 18.1. The contracts may be extended under the following conditions:
- a. There are **additional works** or other special circumstances that would entitle the Contractor to an extension of its contract;
 - b. The affected activities fall within the critical path of the PERT/CPM network;
 - c. The Contractor shall have notified the Purchaser that the amount of additional work or the occurrence of the special circumstance merits the extension of its contract, and that it had done so before the expiration of the contract and within thirty (30) calendar days after the start of the additional work or when the special circumstance has arisen; and;
 - d. The Purchaser, after due investigation and on the recommendation of the Project Supervisor finds the request justified, determines the appropriate extension period, and approves the request of the Contractor for contract extension.
- 18.2. If the Contractor fails to notify the Purchaser within the period provided for, it waives any claims to contract extension.
- 18.3. No contract extension must be given to a Contractor due to:
- a. Ordinary unfavorable weather conditions, in that such weather conditions had already been taken into consideration and anticipated in the computation of the unworkable days; and;
 - b. Unjustifiable failure or negligence of the Contractor to provide the required equipment, supplies or materials.
- 18.4. Some special circumstances to be considered for contract time extension:
- a. Major calamities such as exceptionally destructive typhoons, floods, earthquakes, and epidemics;
 - b. Non-delivery on time of materials, working drawings, or written information to be furnished by the Purchaser;

- c. Non-acquisition of permit to enter private properties within the right-of-way resulting in complete stoppage of construction activities;
 - d. Region-wide or nationwide shortage of construction materials, as certified by the DTI Secretary;
 - e. Region-wide or nationwide general labor strikes, as certified by the DOLE Secretary; and;
 - f. Serious peace and order problems as certified by the Municipal Chief of Police.
- 18.5. If a Contractor incurs a delay and wishes to request for an extension of the completion of construction period:
- a. It must submit a written request to the Purchaser for an extension of the completion of construction period, citing the reason/s for such delay.
 - b. The Purchaser shall either approve or disapprove the request for extension.
 - c. If the extension is granted, the liquidated damages shall not be imposed and the contractor will be so informed in writing.
 - d. If, however, the request for extension is denied, the Purchaser shall inform the Contractor in writing of such denial, and ensure that the latter receive the said notice or communication within reasonable time from receipt of the request for extension. The Purchaser then imposes the liquidated damages in accordance with the provisions of the contract and the procedures outlined below.
- 18.6. Delays in Work Completion and Liquidated Damages: The Contractor must complete the work within the period prescribed by the Purchaser as specified in the contract.
- 18.7. If delays are likely to occur at any time during the contract, the Contractor shall notify the Purchaser in writing. The Purchaser may grant time extensions based on meritorious grounds.
- 18.8. In all cases, the request for extension shall always be filed before the expiry of the original completion date. Maximum allowable extension shall not exceed the original construction period.

19. The Purchaser, Licenses and Permits

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

20. Contract Completion

- 20.1. Once the project reaches an accomplishment of ninety (90%) of the total contract amount, the Purchaser may create a joint inspection 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 Purchaser for liquidated damages.

- 20.2. The Contractor shall request the Purchaser to issue a certificate of completion and acceptance of the Works upon completion of the punch-list. The Project Supervisor of the Purchaser will recommend the issuance of such a certificate when he determines that the work is satisfactorily completed.
- 20.3. The contractor has the option to withdraw the amount equal to the Retention Money, if he shall post a bank guarantee equal to the amount. Upon receipt of the Bank Guarantee, the Purchaser shall issue a Certificate of Completion.

21. Warranty and Defects Liability Period

- 21.1. The Contractor shall assume full responsibility for the Works from the time project construction commenced up to final acceptance by the Purchaser 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.
- 21.2. The defects liability period for infrastructure projects shall be one year from contract completion up to final acceptance by the Purchaser. 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 Purchaser has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, the Purchaser shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.
- 21.3. The Defects Liability Period shall be extended for as long as defects remain uncorrected. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified.
- 21.4. Unless otherwise indicated in the **SCC**, in case the Contractor fails to comply with the preceding paragraph, the Purchaser shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any Yamog bidding.
- 21.5. 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 Purchaser, and returned only after the lapse of said one year period.

- 21.6. In case of structural defects/failure occurring during the applicable warranty period provided in **GCC** Clause 21.5, the Purchaser 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 Purchaser.

22. 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.

23. Purchaser's Risk

- 23.1. From the Start Date until the Certificate of Final Acceptance has been issued, the following are risks of the Purchaser:
- 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 Purchaser after the official acceptance of the works; or
 - ii. Negligence, breach of statutory duty, or interference with any legal right by the Purchaser 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 Purchaser or in the Purchaser's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

24. Termination of Contract for Default

- 24.1. The Purchaser may terminate a contract for default when any of the following conditions attend its implementation:
- a. Due to the Contractor's fault and while the project is on-going, it has incurred negative slippage of fifteen percent (15%) or more;
 - b. Due to the Contractor's fault and after the contract time has expired, it has incurred a negative slippage of ten percent (10%) or more in the completion of the work; or

c. The Contractor:

- i. Abandons the contract works, refuses or fails to comply with a valid instruction of the Project Supervisor or fails to proceed expeditiously and without delay despite a written notice by the Purchaser ;
- ii. Does not actually have on the project site the minimum essential Equipment listed on the bid necessary to execute the works in accordance with the approved work plan and equipment deployment schedule as required for the project;
- iii. Does not execute the works in accordance with the contract or persistently or flagrantly neglects to carry out its obligations under the contract;
- iv. Neglects or refuses to remove materials or to perform a new work that has been rejected as defective or unsuitable; or
- v. Sub-contracts any part of the contract works without approval by the Purchaser.

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

25. Termination of Contract for Unlawful Acts

25.1. The Purchaser may terminate the contract in case it is determined prima facie that the Contractor has engaged, before or during the implementation of the contract, in unlawful deeds and behavior relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- i. Corrupt, fraudulent, collusive and coercive practices;
- 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;
- iv. Any act that is not in accordance with **Republic Act 4566 (RA 4566)** otherwise known as "**Contractors' License Law**"; and
- v. Any other act analogous to the foregoing.

25.2. The Contractor shall be paid based on actual value of works.

26. Termination of Contract at the Instance of the Contractor

26.1. The Contractor may terminate its contract with the Purchaser 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:

- i. Failure of the Purchaser to deliver, within a reasonable time, supplies, materials, right-of-way, or other items it is obligated to furnish under the terms of the contract; **or**

- ii. The prosecution of the work is disrupted by the adverse peace and order situation, as certified and approved by the Municipal Chief of Police.

26.2. The Contractor must serve a written notice to Purchaser of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The contract deemed terminated if the Purchaser does not resume it in thirty (30) calendar days after the receipt of such notice.

26.3. In cases of termination, the Purchaser shall return to the Contractor its performance security and shall pay unpaid claims based on actual value of works.

27. Termination of Contract for Convenience

27.1. The Purchaser, by written notice sent to the Contractor, may terminate the contract, completely or in part, at any time for its convenience. The notice of termination shall specify that the termination be for the Purchaser's convenience, the extent to which performance of the Contractor under the contract is terminated, and the date upon which such termination becomes effective.

27.2 Any of the following circumstances may constitute sufficient grounds to terminate contract for convenience:

- i. If physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible, as determined by the Purchaser;
- ii. The Purchaser has determined the existence of conditions that make project implementation impractical and/or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;
- iii. Funding for the project has been withheld or reduced by higher authorities through no fault of the Purchaser;
- iv. Failure of the Purchaser to acquire the necessary right-of-way; or
- v. Any circumstance analogous to the foregoing.

28. Termination of Contract due to Force Majeure

28.1. Either party may terminate the Contract by giving a thirty (30) day notice to the other for events beyond the party's control, such as wars and acts of God such as earthquakes, floods, fires, etc.

29. Settlement of Disputes

The Purchaser and the Contractor shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement, either party can take the matter to arbitration in accordance with the Law governing the Contract.

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

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

- 30.1. The Purchaser is obligated to notify the Contractor of such suspension within seven (7) days of having received the suspension notice.
- 30.2. 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 Purchaser's Representative, the Contractor may immediately issue a suspension of work notice in accordance with **GCC** Clause 17.3.

31. Purchaser's Representative's Decisions

- 31.1. Except where otherwise specifically stated, the Purchaser's Representative will decide contractual matters between the Purchaser and the Contractor in the role representing the Purchaser.
- 31.2. The Purchaser'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.

32. Approval of Drawings and Temporary Works by the Purchaser's Representative

- 32.1. All Drawings prepared by the Contractor for the execution of the Temporary Works, are subject to prior approval by the Purchaser's Representative before its use.
- 32.2. The Contractor shall be responsible for design of Temporary Works.
- 32.3. The Purchaser's Representative's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 32.4. The Contractor shall obtain approval of third parties to the design of the Temporary Works, when required by the Purchaser.

33. Acceleration and Delays Ordered by the Purchaser's Representative

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

34. Extension of the Intended Completion Date

- 34.1. The Purchaser'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.
- 34.2. The Purchaser'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 Purchaser'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.

35. Right to Vary

- 35.1. The Purchaser's Representative with the prior approval of the Purchaser may instruct Variations, up to a maximum cumulative amount of ten percent (10%) of the original contract cost.
- 35.2. 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 Purchaser.

36. Contractor's Right to Claim

- 36.1. If the Contractor incurs cost as a result of any of the events under GCC Clause 22, 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.

37. Early Warning

- 37.1. The Contractor shall warn the Purchaser's Representative at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase in contract price or delay the execution of the Works. The Purchaser'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.

- 37.2. The Contractor shall cooperate with the Purchaser'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 Purchaser's Representative.

38. Management Conferences

- 38.1. Either the Purchaser'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.
- 38.2. The Purchaser's Representative shall record the business of Management Conferences and provide copies of the record to those attending the Conference and to the Purchaser. The responsibility of the parties for actions to be taken shall be decided by the Purchaser's Representative either at the Management Conference or after the Management Conference and stated in writing to all who attended the Conference.

39. Bill of Quantities

- 39.1. The Bill of Quantities shall contain items of work for the construction, installation, testing, and commissioning of work to be done by the Contractor.
- 39.2. 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.
- 39.3. 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 Purchaser's Representative shall make the necessary adjustments to allow for the changes subject to applicable laws, rules, and regulations.
- 39.4. If requested by the Purchaser's Representative, the Contractor shall provide the Purchaser's Representative with a detailed cost breakdown of any rate in the Bill of Quantities.

40. Instructions, Inspections and Audits

- 40.1. The Purchaser'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.
- 40.2. If the Purchaser'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.

- 40.3. 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.

41. Identifying Defects

- 41.1. The Purchaser'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 Purchaser's Representative may instruct the Contractor to search, uncover defects and test any work that the Purchaser's Representative considers below standards and defective.

42. Cost of Repairs

- 42.1. 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.

43. Correction of Defects

- 43.1. The Purchaser'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 Purchaser's Representative.
- 43.2. Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified in the Purchaser's Representative's notice.
- 43.3. The Contractor shall correct the defects which he notices himself before the end of the Defects Liability Period.
- 43.4. The Purchaser shall certify that all defects have been corrected. If the Purchaser 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 Purchaser accepts the quotation, the corresponding change in the SCC is a Variation.

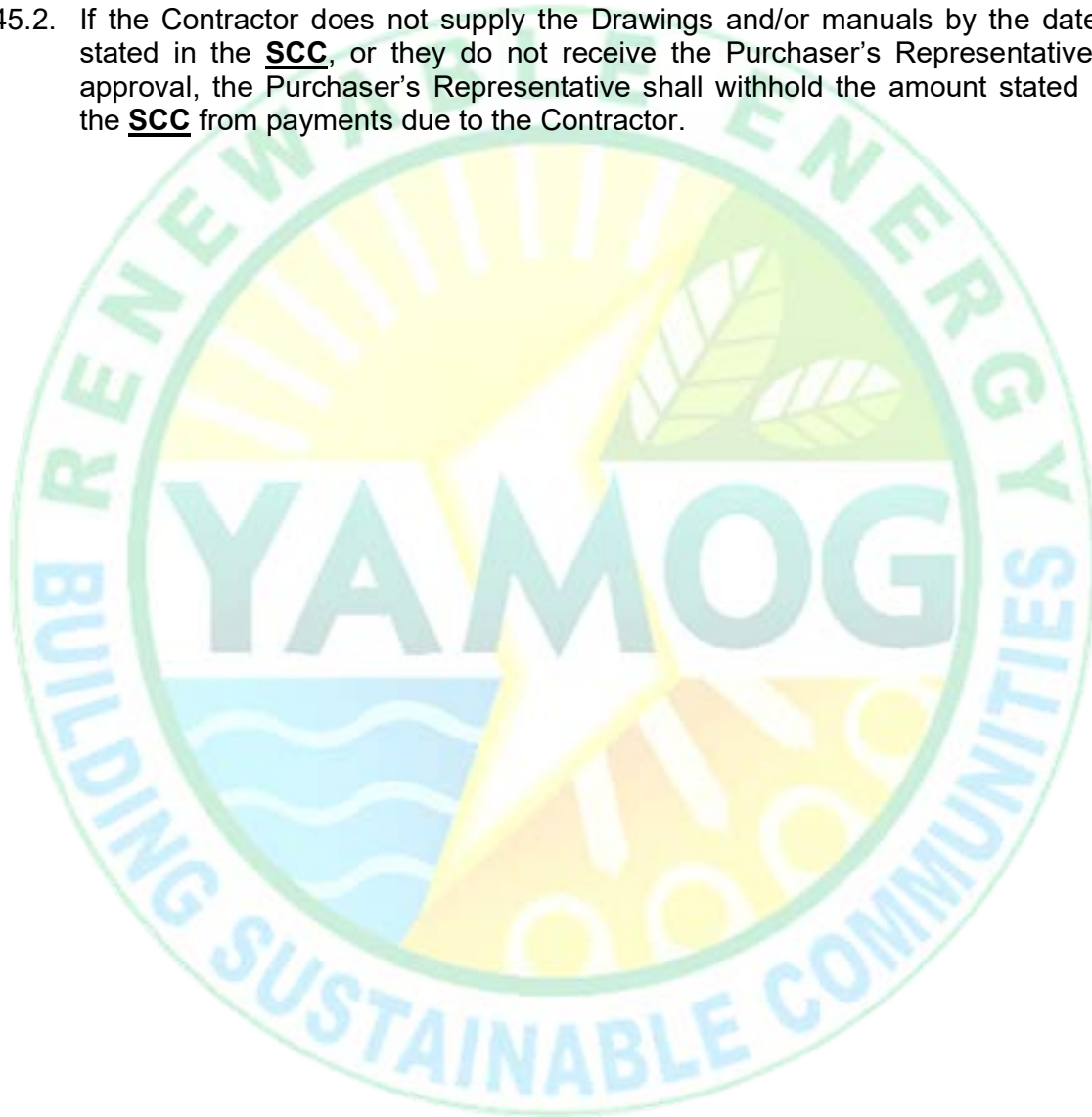
44. Uncorrected Defects

- 44.1. The Purchaser 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 Purchaser may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

- 44.2. 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.

45. Operating and Maintenance Manuals

- 45.1. If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the **SCC**.
- 45.2. If the Contractor does not supply the Drawings and/or manuals by the dates stated in the **SCC**, or they do not receive the Purchaser’s Representative’s approval, the Purchaser’s Representative shall withhold the amount stated in the **SCC** from payments due to the Contractor.





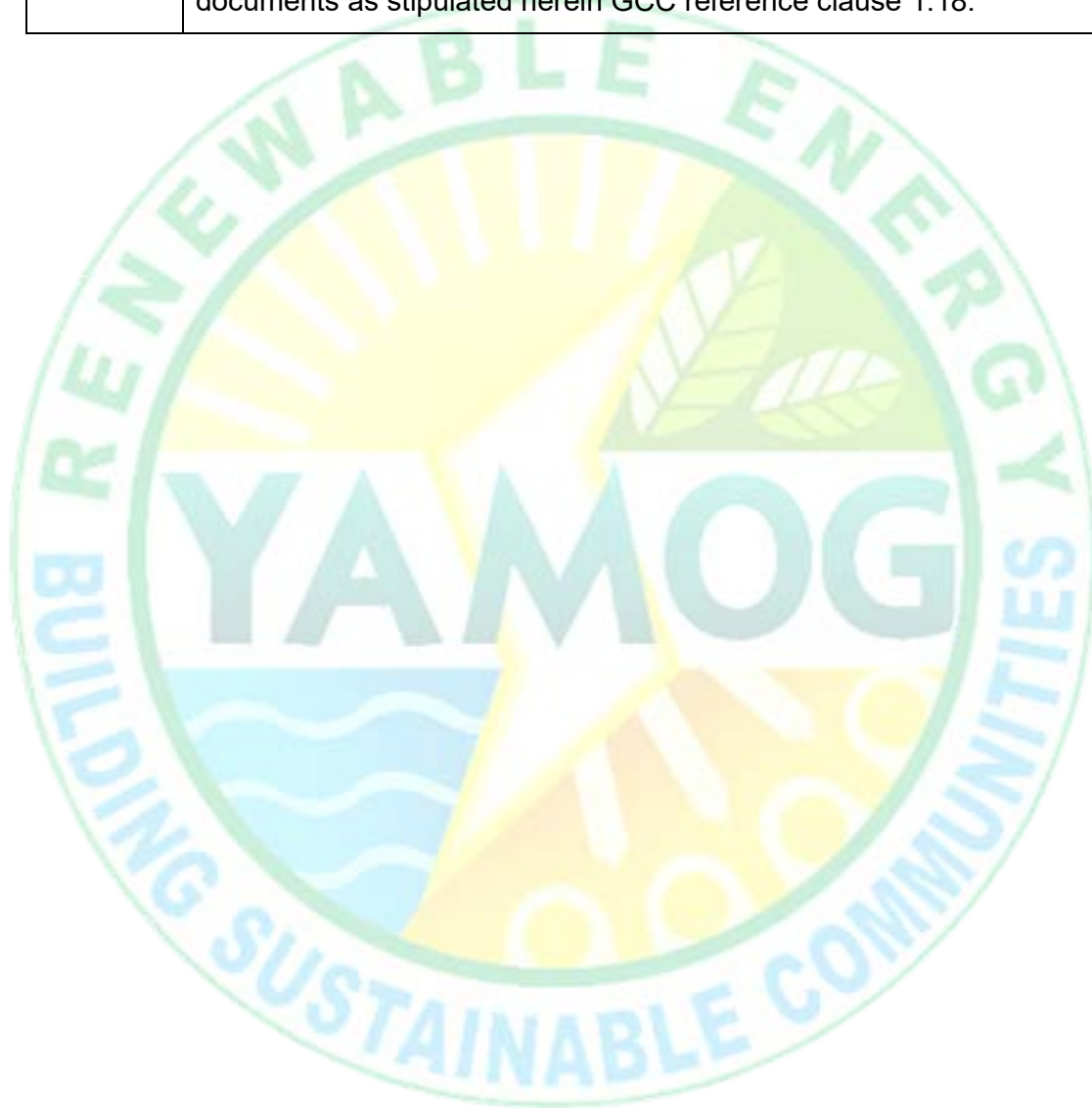
Section V.
Special Conditions of Contract

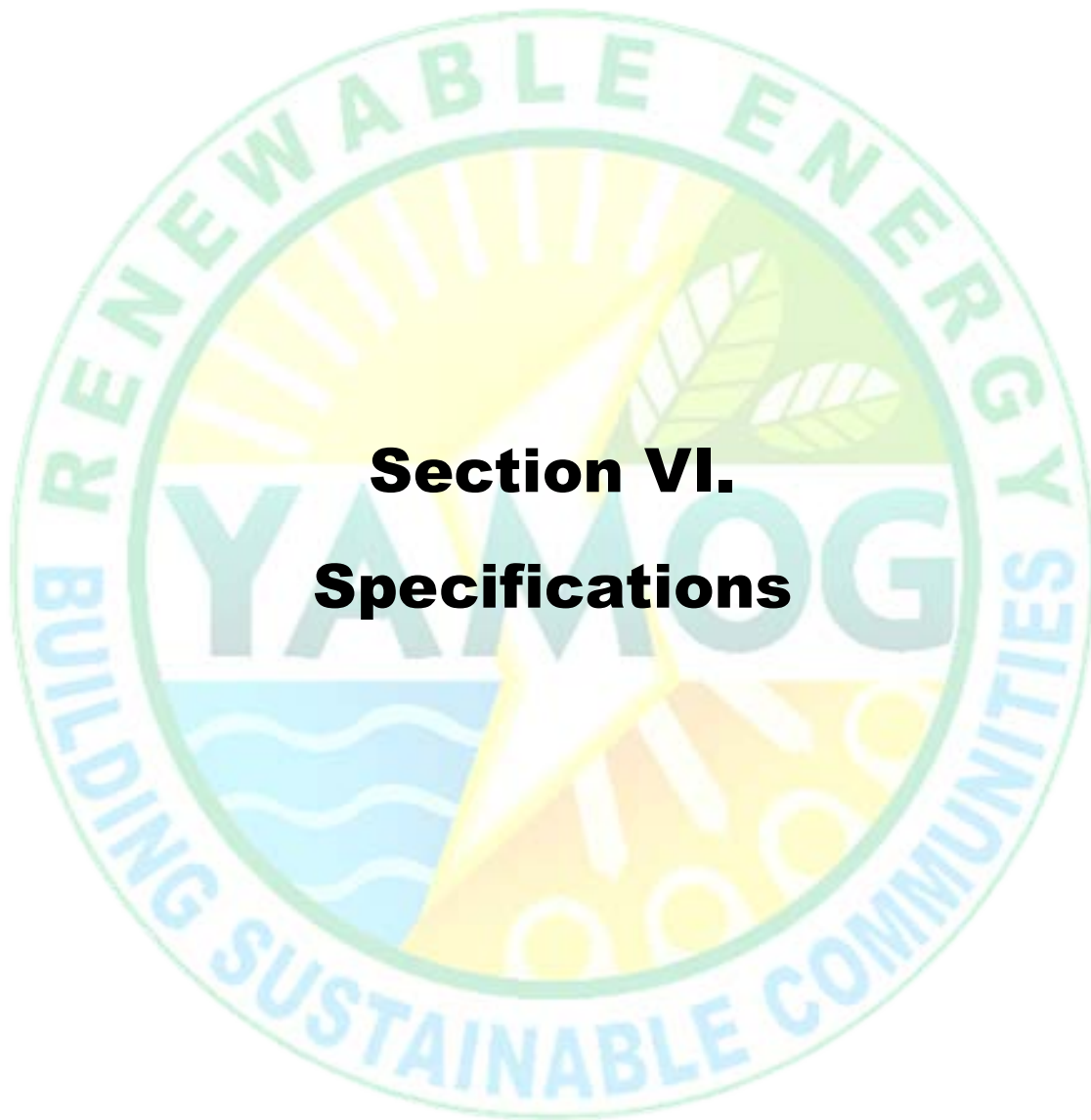
Special Conditions of Contract

GCC Clause																																											
1.1	The Purchaser is Yamog Renewable Energy Development Group, Inc. (082)322 0274 <u>yamoginc@gmail.com</u>																																										
1.2	The Purchaser’s Representative is GLENN PAUL R. YLAN Head, Bids and Awards Committee Deputy Project Manager for Operations Yamog Renewable Energy Development Group, Inc. 09214682390 <u>glennpauilylanDPMO@gmail.com</u>																																										
1.18	The Intended Completion Date is 180 Calendar days																																										
1.24	The Site is located at Sitio Masjid Ramitan, Ramitan, Picong, Lanao Del Sur and is defined in drawings No. _____ for the Construction of a 30 kW Micro Hydropower System.																																										
1.28	The Start Date is <u>seven (7) days upon receipt of Notice to Proceed.</u> <i>NOTE: The start date shall be the date of receipt of the Notice to Proceed.</i>																																										
1.32	The Works consist Of Sitio Masjid Ramitan, Ramitan, Picong, Lanao Del Sur (Construction of 30 kW Micro Hydropower System) <table border="1" data-bbox="435 1283 1312 1751"> <thead> <tr> <th>Quantity</th> <th>Unit</th> <th>Scope of Work</th> </tr> </thead> <tbody> <tr> <td>24.00</td> <td>sq.m.</td> <td>Construction of Temporary Facilities</td> </tr> <tr> <td>1.00</td> <td>lot</td> <td>Project Access Road Establishment</td> </tr> <tr> <td>216.83</td> <td>cu.m.</td> <td>Earthworks & Temp River Diversion Canal</td> </tr> <tr> <td>139.50</td> <td>cu.m.</td> <td>Weir, Upstream, Downstream Apron and Wingwall</td> </tr> <tr> <td>1.00</td> <td>lot</td> <td>Intake & Sluice Gate Installation</td> </tr> <tr> <td>80.00</td> <td>li.m.</td> <td>Headrace canal</td> </tr> <tr> <td>1.00</td> <td>lot</td> <td>Power House</td> </tr> <tr> <td>76.00</td> <td>li.m.</td> <td>Tailrace</td> </tr> <tr> <td></td> <td>SPL I</td> <td>Project Billboard</td> </tr> <tr> <td></td> <td>SPL II</td> <td>Material Testing</td> </tr> <tr> <td></td> <td></td> <td>Contractor’s Profit</td> </tr> <tr> <td></td> <td></td> <td>OCM</td> </tr> <tr> <td></td> <td></td> <td>VAT</td> </tr> </tbody> </table>	Quantity	Unit	Scope of Work	24.00	sq.m.	Construction of Temporary Facilities	1.00	lot	Project Access Road Establishment	216.83	cu.m.	Earthworks & Temp River Diversion Canal	139.50	cu.m.	Weir, Upstream, Downstream Apron and Wingwall	1.00	lot	Intake & Sluice Gate Installation	80.00	li.m.	Headrace canal	1.00	lot	Power House	76.00	li.m.	Tailrace		SPL I	Project Billboard		SPL II	Material Testing			Contractor’s Profit			OCM			VAT
Quantity	Unit	Scope of Work																																									
24.00	sq.m.	Construction of Temporary Facilities																																									
1.00	lot	Project Access Road Establishment																																									
216.83	cu.m.	Earthworks & Temp River Diversion Canal																																									
139.50	cu.m.	Weir, Upstream, Downstream Apron and Wingwall																																									
1.00	lot	Intake & Sluice Gate Installation																																									
80.00	li.m.	Headrace canal																																									
1.00	lot	Power House																																									
76.00	li.m.	Tailrace																																									
	SPL I	Project Billboard																																									
	SPL II	Material Testing																																									
		Contractor’s Profit																																									
		OCM																																									
		VAT																																									
2.2	The Certificate of Sectional Completion shall be issued for each system completed and is found to be compliant to standards, as inspected, validated and certified by the Purchaser's Authorized Representative.																																										

	Imposition of Liquidated Damages shall apply which completion did not meet the required number of days. However, delays shall not count the days where the contractor, for any reason, encountered field conditions that are beyond its control.
5.1	The Purchaser shall give possession of all parts of the Site to the Contractor after a pre-construction meeting between authorized representatives of the Purchaser and the Contractor.
6.7	NOTE: The names of the Key Personnel and their designation shall be filled out by winning contractor The Contractor shall employ the following Key Personnel : <i>[List key personnel by name and designation]</i> prior to contract signing.
7.4	The Performance Security shall include the defects liability in accordance herein GCC reference Clause 21 . However, the release of the Performance Security shall reckon from the issuance of Certificate of Final Completion until the issuance of Project Certificate of Final Acceptance. If the Bidder is awarded the Contract, it shall post a Performance Security in any of the acceptable forms with bond expiration inclusive of the one year defects liability period.
8.1	No further instructions.
10.1	The site investigation reports are: <i>NONE</i>
21.4	No further instructions.
22	If the Contractor is a joint venture, "All partners to the joint venture shall be jointly and severally liable to the Purchaser."
40.3	The Funding Source is the European Union
45.1	The date by which the last batch of system's "as built" drawings is required is 15 CALENDAR DAYS AFTER THE DATE OF PHYSICAL COMPLETION . The Contractor shall finalize its As-Built drawings and the final draft of the said drawings shall be submitted to the Purchaser through its Authorized Representative for final review and checking within the 15 calendar days period from project physical completion . The Purchaser and his authorized representatives shall conduct its final review and checking upon receipt of the Contractor's final draft. The Contractor's obligation to submit the correct As-built Drawings, which is

	<p>ready for approval, must be done within 15 CALENDAR DAYS AFTER THE DATE OF PHYSICAL COMPLETION.</p> <p>The date by which “as built” drawings are required prior to the conduct of final inspection for the approval and acceptance of the completed restoration works.</p>
45.2	<p>The request for final payment shall not be processed pending submission and approval of the “As Built Plans” and other required documents as stipulated herein GCC reference clause 1.18.</p>

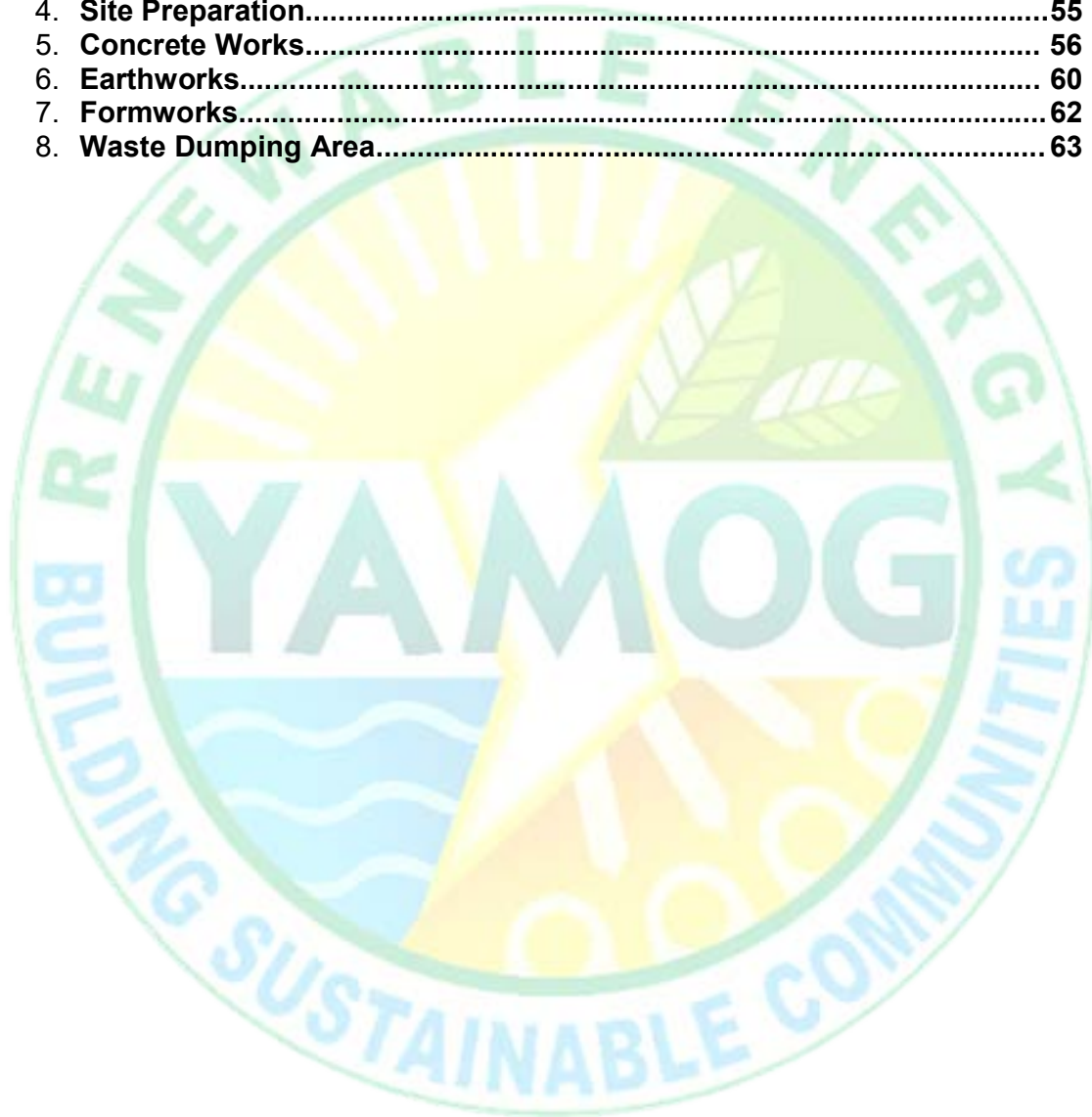




Section VI.
Specifications

TABLE OF CONTENTS

1. General Requirement.....	55
2. Objective of the Project.....	55
3. Plans and Specification	55
4. Site Preparation.....	55
5. Concrete Works.....	56
6. Earthworks.....	60
7. Formworks.....	62
8. Waste Dumping Area.....	63



1. General Requirement

1.1 Project Description

The work of the Contractor shall cover the “Civil Works” for the One (1) Unit - Micro Hydropower Systems with a generating power of 30 kW to be situated at Sitio Masjid Ramitan, Ramitan, Picong, Lanao Del Sur.

2. Objectives of the Project

- 2.1 To establish micro-hydropower systems that would energize off-grid communities in Mindanao.
- 2.2 To Develop Local Capacities and Establish Appropriate Social Formations that would optimize the Benefits and Ensure the Sustainability of the Renewable Energy Systems.
- 2.3 To Protect and Conserve the Watersheds in Communities Energized by Micro Hydropower Systems.
- 2.4 Promote Greater Multi-Stakeholders Partnership Involving the Community, Local Government Units (LGUs) and other Key Players in the Energy and Community Development Sectors.

In order to attain the following objectives within and beyond the contract period:

- a. The contractor should identify the potential environmental impacts associated with the work and are expected to responsibly use natural resources, minimize waste and control pollution through reduction or avoidance.

3. Plans and Specification

Any conflict in the plans and specifications and applicable codes and standards, shall be referred to the Project Manager for evaluation and appropriate action.

4. Site Preparation

4.1 Scope

All existing permanent works which will interfere with the work shall be completely removed and disposed off site. All salvageable materials shall be properly and carefully dismantle and deposited on a convenient site as instructed. However, if such permanent works are designated to remain but it will be demolished for the necessary prosecution of the works, these demolished permanent works shall be restored to their original condition.

5. Concrete Works

5.1 Scope

The works includes the furnishing of all plant, labor, equipment and materials and the performing of all necessary operations in connection with concrete work shown on the drawings or specified herein.

5.2 Materials

- i. Aggregates shall be clean and free from loam, alkali, organic matter or other deleterious substance.
- ii. Water used in gauging concrete shall be reasonably free and clean, free from oil, acid, alkali or other deleterious substances
- iii. Class "A: (1:2:3 concrete shall be used for all foundation, footings, columns, water intake and open flume).
Class "B" (1:2:4) concrete shall be used for steps and slab/slabs on fill.
 - a. The placing sequences for all types of concrete work shall be submitted for approval.
 - b. Concrete shall be deposited, vibrated and cured in accordance with the general specifications.
 - c. For concrete deposited against the ground, lean concrete shall not be considered in measuring the structural depth of the concrete section.
- iv. Reinforcing steel
 - a. Reinforcing steel shall conform to AASHTO M31 (ASTM A615), Grade 40, deformed with minimum yield strength, $f_y=276$ MPa (40,000 PSI) for bars 16mm \emptyset or smaller and Grade 60 with minimum yield strength, $f_y=414$ MPa (60,000 PSI) for larger than 16mm \emptyset .
 - b. Reinforcing steel shall be free of mill scales, oil or any substances which will weaken the bond with concrete.

5.3 Delivery And Storage Materials

- i. Cement:
Store cement immediately upon receipt. Store cement in bags in a suitable airtight and waterproof structure, floors shall be elevated above the ground a distance sufficient to prevent the absorption of moisture. Bags shall be stacked close together to reduce circulation of air but shall not be stacked against outside walls; the manner of storage shall permit easy access for inspection and identification of each shipment. Bulk cement shall be transferred to elevated airtight and weatherproof bins. At the same time of use, cement shall be free-flowing and free of lumps.

- ii. Aggregates:
Store aggregates on areas covered with tightly laid wood planks, sheet metal or other hard and clean material.
- iii. Concrete Reinforcement:
Store reinforcement in a manner that will avoid excessive rusting. Do not coat with grease, oil, dirt and other objectionable materials. Store in separate piles or racks so as to avoid confusion or loss of identification after bundles are broken.

5.4 Workmanship

- i. Concrete shall be mixed only in such quantity as may be required for immediate use. Any concrete which has developed initial set shall not be used, and retamping of concrete, which has partially hardened, that is remixing with or without cement, aggregates or water, will not be permitted.
- ii. Concrete shall be deposited continuously and as rapidly as possible without the separation or loss of ingredients.
- iii. Exposed surfaces of concrete shall be kept moist for a period of at least ten (10) days after being deposited in hot weather, exposed concrete surfaces shall be thoroughly wetted twice daily during the first week.

5.5 Construction

- i. Setting out
The setting out and the elevations of the different components of the structure shall be approved by the engineer prior to the start of any construction work.
- ii. Forms
Wood forms shall be of sound lumber, free from large, loose knots or other defects. Lumber used in forms for exposed surfaces shall be dressed to a uniform thickness: for unexpected surfaces and rough work, undressed lumber may be used.
- iii. Reinforced Concrete

Concrete Mix and Placing

- a. Design of concrete mix shall meet the design concrete strength given under section no. 5.2 of materials.
- b. Concrete shall be deposited, vibrated and cured in accordance with the specifications.
- c. The placing sequences for all concrete work shall be submitted for approval.

iv. Concrete Flooring on Fill

Concrete floors on fill shall be 0.1 meter (4") thickness (except for some cases where special design for thickness of slab on fill is required) shall be laid on a foundation prepared as follows: The earth or sand on fill shall be built up to the required elevation, and placed in layers not exceeding 0.15 meter (6") in thickness, each layer to be thoroughly wetted and rolled or tamped. Fills shall be made as soon as the concrete in walls, piers and foundation has set sufficiently to withstand the resulting pressures. On top of this fill shall be place a 0.1 meter (4") layer of gravel, which shall also be rolled, rammed or tamped. This fills which shall be kept wet at least thirty (30) days after rolling or tampering, so to allow for settlement before the floor is laid.

v. Concrete Hollow Blocks

- a. All concrete hallow blocks shall be laid with a mortar composed part of Portland cement and three parts sand. Horizontal and vertical joints shall be 3mm (3/8") thick.
- b. Course shall be laid straight, with faces plump and set true to line. The first course of blocks shall be securely anchored to the wall footing.
- c. Unless otherwise indirect in the drawings, reinforcement for 0.15m walls shall be 10mm diameter vertical bars every third courses. All horizontal reinforcement intersections. Dowel bars properly spaced shall be placed into piers, columns, slabs leaving twenty (20) diameters exposed to splice with the reinforcement of the hollow block walls. Such dowel bars shall be hooked and tied to reinforcement of these members before pouring.
- d. Block cells with reinforcement shall be solidity filled with cement mortar.

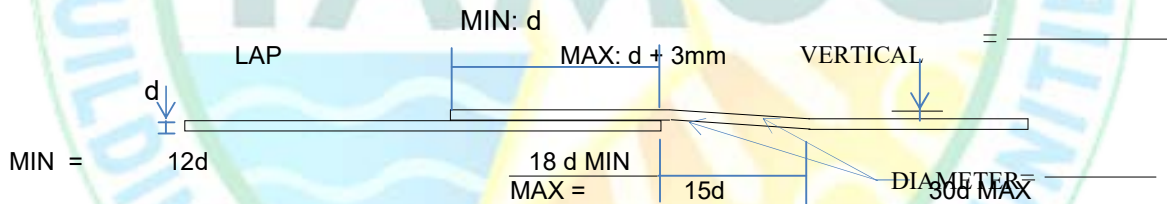
vi. Plastering

All walls indicated as cement plaster (scratch, brown and finish coats). The scratch coat consisting of one part Portland cement to three parts sand shall be applied with sufficient material and pressure to insure a good bond and shall be scratched to rough surface. Thickness of the scratch coat shall be approximately 10mm, the brown coat, consisting of one part of Portland cement to three parts sand shall be applied to a thickness of 10mm after the scratch coat has set from and hard and shall be leveled to a flat, even surface but left rough receive the finish coat, consisting of one part of Portland cement to two parts sand shall be applied after the proceeding coat has completely set and is free

from waves and cracks, to a thickness of approximately 3mm, the finish coat shall kept damp but not wet for a period of five (5) days.

vii. Bar bending, Splicing and Placing

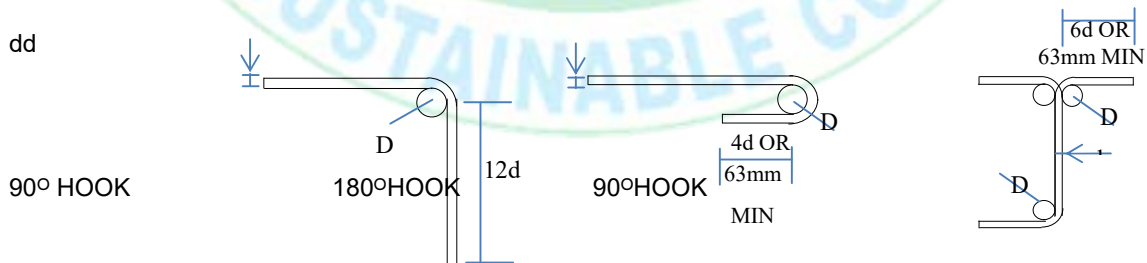
- a. The shop drawings indicating the bending, cutting, splicing and installation of all reinforcing bars shall be submitted for approval.
- b. Bars shall be bent cold, bars partially embedded in concrete shall not be field bent unless permitted.
- c. Bar splicing not indicated on drawings shall be subject for approval.
- d. Welded splices, if approved, shall develop in tension at least 125% of the specified yield strength of bars.
- e. Not more than 50% of the bars at any one section shall be spliced.
- f. Unless otherwise shown on drawings, the clear distance between parallel bars in a layer shall not be less than 1.5 times the nominal diameter of the bar nor less than 1.5 times than maximum size of coarse aggregate, the clear distance between layers shall not be less than 25mm nor one bar diameter. The bars in the upper layer shall be placed directly above those in the bottom layer.
- g. Crank Splices



h. Hooks and Bends

Dimensions of 90° and 180° hooks tie hooks

Dimension for stirrups and tie hooks



Pin Diameter: D = 6d for Ø10 thru Ø25
D = 8d for Ø28, Ø32 and Ø36

Pin Diameter: D = 6d for Ø10 thru Ø25
D = 8d for Ø28, Ø32 and Ø36

viii. Concrete cover to reinforcement

Minimum concrete cover to reinforcement shall be 75mm unless shown otherwise on drawings.

ix. Construction joint

- a. The position and form of any construction joints shall be as shown on drawings or as agreed with the engineer.
- b. The interface between the first and second pour of concrete shall be roughed with amplitude of 6mm minimum.

x. Protection And Curing Of Concrete

Concrete surfaces shall be protected from harmful effects of sun, wind and running waters and shall be kept damp for at least 7 days.

xi. Structural Steel

- a. All Steel shall receive a shop coat of primer except surfaces to be covered in concrete, welded, light zinc coated or galvanized.
- b. Clean all field welds after erection and touch up all unpainted surfaces with once coat or primer paint to match shop coat.
- c. There shall be no cutting of the structural steel members for the work of other trades without prior approval.
- d. Provide adequate temporary bracing of the structural to resist loads and erection stresses during construction.
- e. The shop drawings for all structural steel work shall be prepared and submit for approval.

6. Earthworks

6.1 Scope

The work includes performing site preparation, excavation, borrow, filling, backfilling, compacting and finished grading necessary to construct the finished grades indicated for structures, pavements and other on-grade-slabs or site work.

6.2 Materials

- i. Soil Materials: Provide materials free from debris, roots, wood, scrap materials, vegetable matter, refuse or frozen material. Maximum particle size permitted is 8 centimeters. Use excavated material from the site for the work indicated when materials falls within the requirements specified herein.
- ii. General Backfill Adjacent to Structures: No soft soil, spongy, highly plastic or otherwise unstable material is permitted. Material shall be classified as GP, GM, GC, SP, SM by ASTM D 2487. If

more material is required than is available from on-site excavation then provide that material from approved sources.

- iii. Topsoil: Provide material free of subsoil, stumps, rock larger than one-inch diameter, brush, weeds, toxic substances and other material or substance detrimental to plant growth. Topsoil shall be natural, friable soil representative of productive soils in the vicinity.

6.3 Surface Preparation

Unsatisfactory material: Remove organic matter, sod, muck, rubbish and unsuitable clays under embankments which are less than 1 meter in thickness and under pavements or slabs on grade.

6.4 Excavation

Excavate to the contour and dimensions indicated. Keep excavations free from water while construction is in progress. Notify the Engineer immediately in writing in the event that it becomes necessary to remove rock, hard material or other material defined as unsatisfactory to a depth greater than indicated. Refill excavations cut below the depths indicated with fill and compact as specified herein. Excavation soil disturbed or weakened by the construction operations and soils permitted to soften from exposure to weather. Refill with fill and compact as specified herein at no additional cost to the owner.

6.5 Filling And Backfilling

- i. Filling and Backfilling Adjacent to Structure: Place the backfill adjacent to structures and compact to prevent wedging action or eccentric loading upon or against the structures. Step or serrate bounding or within areas to be backfilled or prevent sliding of the fill. Do not use equipment for backfilling operations or for the formation of embankments against structures that will overload the structure. Construct backfill for storm drains, manholes, utility lines and other utility lines and other utility appurtenances using the material and compaction requirements specified herein for the adjacent or overlaying work.
- ii. Filling and Subgrade Preparation: Construct fill and embankment at the locations and to lines and grades indicated. Use only approved materials in constructing fill upon the prepared subgrades. Scarify the entire subgrade surface to a depth of 15 cm before the fill is started. Step benchmark or break up sloped surfaces steeper than the 1 vertical to 3 horizontal so that the fill material will bond with or be securely keyed to the existing material. Scarify existing surface to a

maximum depth of 15 cm if subgrade density is less than the degree of.

- iii. Compaction specified and recompact. When the subgrade is part fill and part excavation or natural ground, scarify the excavated or natural ground portion to a depth of 30 cm and recompact as specified for the adjacent fill. Place satisfactory material in horizontal lifts not exceeding 15 cm in loose depth and then compacted. Material will not be placed on surfaces that are muddy. Compact with equipment well suited to the soil being compacted. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction with the equipment used. Compact each lift as specified herein before placing the overlaying lift.

6.6 Compaction

- i. Compact each layer or lift of material specified so that the in-place density tested is not less than the percentage of maximum density specified below.

Fill, Embankment and Backfill	Percent STM D 1557 Maximum Density	
	Cohesive Material	Cohesion less Materials
Under sidewalks and grassed areas	85	90
Adjacent to structures	90	95
Refill over-lasts and underwrent materials	N/A	100
Under roadways	95	100
<u>Subgrade (Top of fill or embankment)</u>		
Under steps and pavements, top 0.30 m	90	95
Under sidewalks, top 0.15 m		90

7. Formwork

7.1 Scope

Formwork shall be constructed such that it will not yield under the load and shall be as to avoid the formation of fine. All corners of concrete members shall be chamfered to 20 mm unless noted otherwise on drawings. Stripping of forms and shores shall be as designated by the Engineer.

7.2 Materials

- i. Forms shall conform to the shape, lines and dimension of the members as called for the plans, and shall be substantial and sufficiently tight to prevent leakage of mortar. They shall be properly braced or tied so as to maintain position and shape.

- ii. Plywood of suitable thickness, metal, plastic materials or surfaced lumber forms shall be used where it will best give the most advantage in the specific concrete work involved.

8. Waste Dumping Area

The waste mount at the dumping area shall be trimmed to the shape as indicated in the plans and the excavated materials shall be properly disposed off as directed.

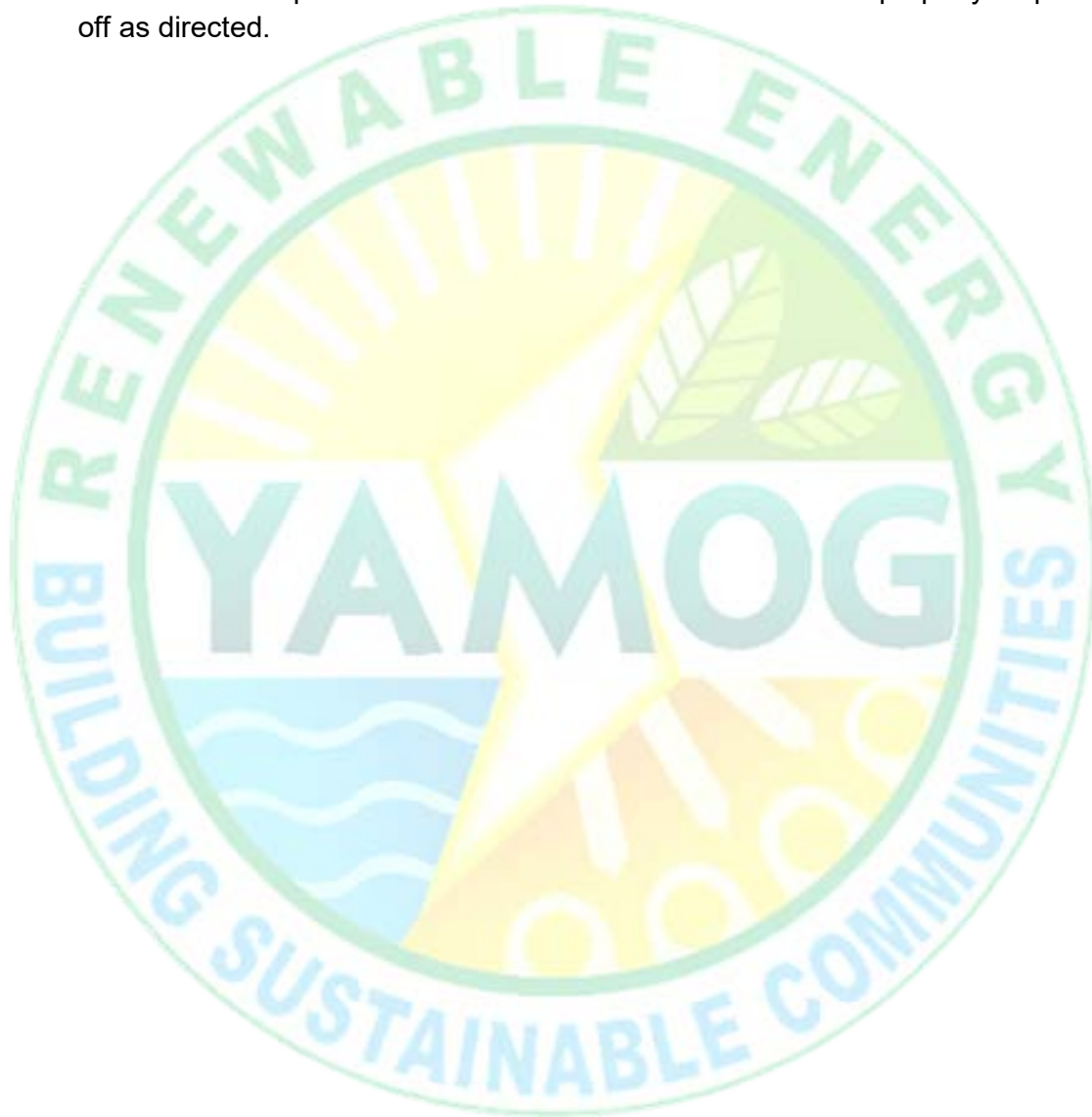




TABLE OF CONTENTS

1. Engineering Plans for the Construction of 30 kW Micro Hydropower..... 66

