



29 November 2024

Loan/Grant No. : 4268-PHI: Supporting Innovation in the Philippine Technical and Vocational Education and Training System Project
 and Title

Contract No. : **CW301/B: Design and Build of the TESDA Innovation Center with Rehabilitation Works for Region II (RTIC-Tuguegarao, Cagayan Valley)**
 and Title

ADDENDUM NO. 5

Sr. No.	Clause No.	Original (instead of)	Addendum/ Amendment (Read As)
Section 6. Employer's Requirements			
1	XVIII. MINIMUM REQUIREMENTS FOR CONSTRUCTION OCCUPATIONAL SAFETY AND HEALTH (COSH) PROGRAM	-	<p><i>Add the following clauses:</i></p> <p>The Contractor shall lead and champion a <u>zero accident</u> objective for all the Works under the Contract. The Contractor shall:</p> <ul style="list-style-type: none"> (a) comply with applicable Law relating to health and safety, including issuances by the Department of Labor and Employment (DOLE); (b) comply with the approved Site Health and Safety Management Plan (SHSMP); (c) provide personal protective equipment, safety gear and equipment to all workers and personnel; (d) provide required safety gear and equipment to all workers and personnel who are situated in hazardous areas where the Works are being performed;



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			<ul style="list-style-type: none"> (e) provide welfare and sanitation facilities for the workers and laborers who will be working on the Site; (f) take care of the health and safety of all persons entitled to be on the Site and other places (if any) where the Works are being executed, including regular conduct of site inspections and inspections of equipment and vehicles, participation in incident and close call/near miss investigations; and taking part in exposure monitoring and medical surveillance associated with health hazard; (g) keep the Site, Works (and the other places (if any) where the Works are being executed) clear of unnecessary obstruction so as to avoid danger to laborers and Employer's personnel; (h) provide fencing, lighting, safe access, guarding and watching of the Works; and (i) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land and property.
2	XXIX. ADDITIONAL DESIGN ARRANGEMENTS	-	<p><u>Add the following clauses:</u></p> <p>1. Specifications and Drawings</p> <p>The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice and applicable Philippine laws, rules and/or regulations.</p>

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			<p>The Contractor shall be responsible for any discrepancies, errors, or omissions in the specifications, drawings, and other technical documents that it has prepared, whether such specifications, drawings, and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors, or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.</p> <p>2. Codes and Standards</p> <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date 28 days prior to date of bid submission shall apply unless otherwise specified.</p> <p>During Contract execution, any changes in such codes and standards shall be applied subject to approval by the Employer and shall be treated in accordance with General Conditions of Contract (GCC) Clause 47.</p> <p>3. Approval/Review of Technical Documents by Project Manager</p> <p>The Contractor shall carry out design to the extent specified in Section 6.</p> <p>The Contractor shall promptly submit to the Employer all designs prepared by him. Within 14 days of receipt, the Employer shall notify any comments. The Contractor shall not construct any element of the</p>

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			<p>permanent work designed by him within 14 days after the design has been submitted to the Employer or where the design for that element has been rejected.</p> <p>The Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof and the reasons therefor and the modifications that the Project Manager proposes. Design that has been rejected shall be promptly amended and resubmitted. The Contractor shall resubmit all designs commented on, taking these comments into account as necessary.</p> <p>If the Project Manager fails to take such action within the said 14 days, then the said document shall be deemed to have been approved by the Project Manager. The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with the Contract or that it is contrary to good engineering practice or an applicable Philippine laws, rules and/or regulations. If the Project Manager disapproves a document, he shall specify the reasons for his decision.</p> <p>If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Subclause 23.3.1 and 23.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), whereupon the document shall be deemed to have been approved.</p> <p>If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the</p>

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			<p>Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to the Adjudicator for determination in accordance with GCC Subclause 30. If such dispute or difference is referred to the Adjudicator, the Project Manager shall give instructions as to whether and, if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the Adjudicator upholds the Contractor's view on the dispute and if the Employer has not referred the decision of the Adjudicator under Subclause 30.3, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the Adjudicator shall decide, and the Intended Completion Date shall be extended accordingly.</p> <p>The Contractor shall be responsible for design of Temporary Works, and shall obtain approval of third parties to the design of the Temporary Works, where required.</p>
Section 8. Particular Conditions of Contract			
3	GCC 1.1 (hh)	-	<p><u>Add to Subclause 1.1 (hh)</u> Specification shall be construed as equivalent to the related provisions in Section 6. Employers Requirements pertaining to scope of the Works, specifications, among others.</p>
4	GCC 1.1 (nn)	-	<p><u>Add to Subclause 1.1:</u></p>

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			(nn) Notice to Proceed is a written notice issued by the Employer to the Contractor requiring the latter to begin the commencement of the Works not later than the Start Date.
5	GCC 2.3 (j)	<p>The following documents also form part of the Contract:</p> <ol style="list-style-type: none"> 1. Environmental Management Plan 2. Initial Environmental Examination (IEE) 3. Site-Specific Health and Safety Management Plan (SSEHSMP) 	<p>The following documents also form part of the Contract:</p> <ol style="list-style-type: none"> 1. Environmental Management Plan 2. Initial Environmental Examination (IEE) 3. Site Specific Environmental Management Plan (SSEMP) 4. Site Health and Safety Management Plan (SHSMP)
6	GCC 7.4	-	<p><u>Add Subclause 7.4:</u> The Employer shall not use such documents, data, and other information received from the Contractor for any purpose other than as required for the performance of the Contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the design, procurement, construction, or such other work and services as are required for the performance of the Contract.</p>
7	GCC 7.5	-	<p><u>Add Subclause 7.5:</u> The provisions of this GCC Clause 7 shall survive termination, for whatever reason, of the Contract.</p>

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8	GCC 13.3	-	<p><u>Add Subclause 13.3:</u> Any change in duly approved Subcontractors shall only be made upon written consent of the Project Manager, and such change shall not entail any additional cost or extension of time to complete the Works.</p>
9	GCC 21.1	-	<p><u>Add sentence below to Subclause 21.1:</u> The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining completion of the Works as if such work and/or items and materials were expressly mentioned in the Contract.</p>
10	GCC 21.2	-	<p><u>Add Subclause 21.2:</u> The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the site and data relating to the Works, and on the basis of information that the Contractor could have obtained from a visual inspection of the Site if access thereto was available and of other data readily available to it as of the date 28 days prior to bid submission. The Contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works.</p>
11	GCC 21.3	-	<p><u>Add Subclause 21.3:</u> The Contractor shall comply with the measures set forth in the IEE, the EMP and the IPP (to the extent it concerns impact on affected people during construction), and any corrective or preventive actions set forth in the Safeguards Monitoring Report, and shall make available a budget for all such environmental and social measures.</p>

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			<p>The Contractor shall warn and provide notice to the Project Manager at the earliest opportunity of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction that were not considered in the IEE, the EMP and the IPP.</p> <p>The Contractor shall keep an adequate record of the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction, and reinstate (where affected) pathways, other local infrastructure, and agricultural land, to at least their pre-construction condition, upon completion of construction.</p>
12	GCC 26.2	-	<p><u>Add Subclause 26.2:</u></p> <p>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, including any additional facilities outside the Site required for purposes of completing the Works.</p>
13	GCC 29.1	Appointing Authority for the Adjudicator: Construction Industry Arbitration Commission (CIAC)	<p><u>Replace Subclause 29.1:</u></p> <p>The Adjudicator shall be appointed jointly by the Employer and the Contractor, within 21 days from Employer's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Employer does not agree on the appointment of the Adjudicator, the Employer will request the Appointing Authority designated in the PCC, to appoint the Adjudicator within 14 days of receipt of such request.</p> <p>Appointing Authority for the Adjudicator: Construction Industry Arbitration Commission (CIAC)</p>

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14	GCC 31.2	-	<p><u>Add Subclause 31.2:</u></p> <p>The Contractor shall ensure that all laborers and workers employed in the execution of the Works are paid no less than the minimum wage established by Regional Tripartite Wages and Productivity Board (RTWPB) of the Department of Labor and Employment (DOLE). This obligation applies to all laborers, including those hired directly or indirectly through subcontractors.</p> <p>The Contractor shall also ensure that all laborers and workers are provided with working conditions that comply with applicable labor laws, health and safety regulations, and any other relevant Philippine law, rules or regulations.</p> <p>The Contractor agrees to indemnify and hold harmless the Employer from any claims, liabilities, or penalties arising from the Contractor's failure to comply with minimum wage laws, working conditions, or other labor-related legal requirements, including those incurred by subcontractors.</p>
15	GCC 56.1	<p>The liquidated damages for the whole of the Works are 0.1% per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p>	<p>The liquidated damages for the whole of the Works are 0.1% of the Contract Price per day.</p> <p>The maximum amount of liquidated damages for the whole of the Works is 10% of the final Contract Price.</p>

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16	GCC 59.2	-	<p><u>Add Subclause 59.2:</u></p> <p>The Performance Security shall be proportionately increased in the case of approved Variations causing an increase in the Contract Price. The Contractor shall provide for the necessary additional performance security within 14 days from the approval of such Variation.</p>
17	GCC 62.3	-	<p><u>Add Subclause 62.3:</u></p> <p>Notwithstanding Subclauses 62.1 and 62.3 above, Force Majeure shall be interpreted and shall comply with the requirements in accordance with and under Philippine law.</p>

For the information and guidance of all concerned.

DDG FELIZARDO R. COLAMBO
 Bids and Awards Committee (BAC-B) Chairperson/
 Deputy Director General for Special Concerns