



**PROVINCIAL GOVERNMENT OF CAMARINES NORTE
DAET**

REHABILITATION OF COVERED COURT

**Rizal Elementary School,
Sta. Elena, Camarines
Norte**

July 4, 2023

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Infrastructure Projects (hereinafter referred to also as the “Works”) through Competitive Bidding have been prepared by the Government of the Philippines for use by all branches, agencies, departments, bureaus, offices, or instrumentalities of the government, including government-owned and/or -controlled corporations, government financial institutions, state universities and colleges, local government units, and autonomous regional government. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

The PBDs are intended as a model for admeasurements (unit prices or unit rates in a bill of quantities) types of contract, which are the most common in Works contracting.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract; (ii) the eligibility requirements of Bidders; (iii) the expected contract duration; and (iv) the obligations, duties, and/or functions of the winning Bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Works to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Infrastructure Projects. However, they should be adapted as necessary to the circumstances of the particular Project.
- b. Specific details, such as the “*name of the Procuring Entity*” and “*address for bid submission,*” should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, BDS, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, and Bill of Quantities are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the names of the Project, Contract, and Procuring Entity, in addition to date of issue.

- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

Foreign-funded Procurement or Foreign-Assisted Project – Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



REPUBLIC OF THE PHILIPPINES
PROVINCE OF CAMARINES NORTE
Daet

BIDS AND AWARDS COMMITTEE

**Invitation to Bid for the Rehabilitation of Covered Court,
Rizal Elementary School, Sta. Elena, Camarines Norte**

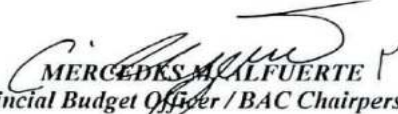
1. The *Provincial Government of Camarines Norte*, through the *SB No. 1 CY 2023 – PEO Capital Outlay* intends to apply the sum of *Nine Hundred Ninety-Nine Thousand Eight Hundred Sixty-Three Pesos (P999,863.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Rehabilitation of Covered Court, Rizal Elementary School, Sta. Elena, Camarines Norte*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Provincial Government of Camarines Norte* now invites bids for the *Replacement of Dilapidated Roof Framing and Tinning*. Completion of the Works is required *45 CD*. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act 9184 (RA 9184), otherwise known as the “Government Procurement Reform Act.”
4. Bidders may obtain further information from the *Provincial Government of Camarines Norte* and inspect the Bidding Documents at the address given below from *8:00a.m. to 5:00p.m., Monday to Friday*.
5. A complete set of Bidding Documents may be acquired by interested bidders on *July 4 – July 13, 2023* at the *Provincial Capitol Building, Daet, Camarines Norte* and from the website of the *Philippine Government Electronic Procurement System (PhilGEPS)* upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *One Thousand Pesos (P1,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. Bids must be duly received by the BAC Secretariat at the address below on or before *July 13, 2023 at 1:30p.m.* Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.
8. Bid opening shall be on *July 13, 2023, 2:00 p.m.* at the *new BAC Conference Office, at the back of Agro-Sports Center, J. Lukban Street, Daet, Camarines Norte*. Bids will be opened in the presence of the bidders’ representatives who choose to attend the activity.
9. The *Provincial Government of Camarines Norte* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35 and 41 of RA 9184 of the revised IRR of RA 9184 without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

MRS. MERCEDES M. ALFUERTE
Provincial Budget Officer / BAC Chairperson
Provincial Capitol Bldg., Daet, Camarines Norte
(054) 885-1474

11. You may visit the website:

Philippine Government Electronic Procurement System (PhilGEPS)


MERCEDES M. ALFUERTE
Provincial Budget Officer / BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *[indicate name]* invites Bids for the *[insert Procurement Project]*, with Project Identification Number *[indicate number]*.

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *[indicate funding year]* in the amount of *[indicate amount]*.

2.2. The source of funding is:

[If an early procurement activity, select one and delete others:]

- a. NGA, the National Expenditure Program.
- b. GOCC and GFIs, the proposed Corporate Operating Budget.
- c. LGUs, the proposed Local Expenditure Program.

[If not an early procurement activity, select one and delete others:]

- a. NGA, the General Appropriations Act or Special Appropriations.
- b. GOCC and GFIs, the Corporate Operating Budget.
- c. LGUs, the Annual or Supplemental Budget, as approved by the Sanggunian.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manual and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or invitation to bid by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions

at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

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

The Procuring Entity, as well as the Bidders and Contractors, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA’s CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be “similar” to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:
[Select one, delete other/s]

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed fifty percent (50%) of the contracted Works.
 - b. Subcontracting is not allowed.
- 7.1. *[If Procuring Entity has determined that subcontracting is allowed during the bidding , state:]* The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.2. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. *Payment of the contract price shall be made in:*

[Select one, delete other/s]

a. Philippine Pesos.

b. *[indicate currency if procurement involves a foreign-denominated bid as allowed by the Procuring Entity, which shall be tradeable or acceptable by the BSP.]*

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until *[indicate date]*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission to the given website or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

17. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause													
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>Building Construction</i>												
7.1	<i>Subcontracting is not allowed.</i>												
10.3	<i>No further instructions.</i>												
10.4	The key personnel must meet the required minimum years of experience set below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Key Personnel</u></th> <th style="text-align: center;"><u>General Experience</u></th> <th style="text-align: center;"><u>Relevant Experience</u></th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">one (1)</td> <td style="text-align: center;">one (1)</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">one (1)</td> <td style="text-align: center;">one (1)</td> </tr> <tr> <td>Materials Engineer</td> <td style="text-align: center;">one (1)</td> <td style="text-align: center;">one (1)</td> </tr> </tbody> </table>	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>	Project Manager	one (1)	one (1)	Project Engineer	one (1)	one (1)	Materials Engineer	one (1)	one (1)
<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>											
Project Manager	one (1)	one (1)											
Project Engineer	one (1)	one (1)											
Materials Engineer	one (1)	one (1)											
10.5	The minimum major equipment requirements are the following: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">1. Welding Machine</td> <td></td> <td style="text-align: center;">1</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	1. Welding Machine		1						
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
1. Welding Machine		1											
12	<i>Not Applicable</i>												
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than <u>PhP 20,000.00</u> , if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than <u>PhP 50,000.00</u> if bid security is in Surety Bond.												
19.2	<i>Not Applicable</i>												
20	<i>No further instructions.</i>												
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as PERT/CPM, construction schedule and S- curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.												

Section IV. General Conditions of Contract

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. **Sectional Completion of Works**

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

3. **Possession of Site**

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. **The Contractor's Obligations**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. 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.

If the Contractor is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in ITB Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

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

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may 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	
2	<i>Not Applicable</i>
3.1	<i>upon receipt of the Notice to Proceed</i>
6	The site investigation reports are: <i>Present condition of the actual project site</i>
7.2	<i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:] Fifteen (15) years.</i>
10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within 5 <i>working days</i> of delivery of the Notice of Award.
11.2	The period between Program of Work updates is thirty (30) days. The amount to be withheld for late submission of an updated Program of Work is 1% of progress billing.
13	The amount of the advance payment is <i>15% of the total contract price.</i>
14	<i>Materials and equipment delivered on the site but not completely put in place shall NOT be included for payment.</i>
15.1	The date by which "as built" drawings are required is 15-30 days upon completion date.
15.2	The amount to be withheld for failing to produce "as built" drawings by the date required is 1% of the final contract amount in Philippine pesos.

Section VI. Specifications

ITEM 101 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

101.1 Description

This Item shall consist of the removal wholly or in part, and satisfactory disposal of all buildings, fences, structures, old pavements, abandoned pipe lines, and any other obstructions which are not designated or permitted to remain, except for the obstructions to be removed and disposed off under other items in the Contract. It shall also include the salvaging of designated materials and backfilling the resulting trenches, holes, and pits.

101.2 Construction Requirements

101.2.1 General

The Contractor shall perform the work described above, within and adjacent to the roadway, on Government land or easement, as shown on the Plans or as directed by the Engineer. All designated salvable material shall be removed, without unnecessary damage, in sections or pieces which may be readily transported, and shall be stored by the Contractor at specified places on the project or as otherwise shown in the Special Provisions. Perishable material shall be handled as designated in Subsection 100.2.2 Nonperishable material may be disposed off outside the limits of view from the project with written permission of the property owner on whose property the material is placed. Copies of all agreements with property owners are to be furnished to the Engineer. Basements or cavities left by the structure removal shall be filled with acceptable material to the level of the surrounding ground and, if within the prism of construction, shall be compacted to the required density.

101.2.2 Removal of Existing Bridges, Culverts, and other Drainage Structures

All existing bridges, culverts and other drainage structures in use by traffic shall not be removed until satisfactory arrangements have been made to accommodate traffic. The removal of existing culverts within embankment areas will be required only as necessary for the installation of new structures. Abandoned culverts shall be broken down, crushed and sealed or plugged. All retrieved culvert for future use as determined by the Engineer shall be carefully removed and all precautions shall be employed to avoid breakage or structural damage to any of its part. All sections of structures removed which are not designated for stockpiling or re-laying shall become the property of the Government and be removed from the project or disposed off in a manner approved by the Engineer.

Unless otherwise directed, the substructures of existing structures shall be removed down to the natural stream bottom and those parts outside of the stream shall be removed down to at least 300 mm (12 inches) below natural ground surface. Where such portions of existing structures lie wholly or in part within the limits for a new structure, they shall be removed as necessary to accommodate the construction of the proposed structure.

Steel bridges and wood bridges when specified to be salvaged shall be carefully dismantled without damaged. Steel members shall be match marked unless such match marking is waived by the Engineer. All salvaged material shall be stored as specified in Subsection 101.2.1.

Structures designated to become the property of the Contractor shall be removed from the right-of-way.

Blasting or other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to placing the new work, unless otherwise provided in the Special Provisions.

101.2.3 Removal of Pipes Other than Pipe Culverts

Unless otherwise provided, all pipes shall be carefully removed and every precaution taken to avoid breakage or damaged. Pipes to be relaid shall be removed and stored when necessary so that there will be no loss of damage before re-laying. The Contractor shall replace sections lost from storage or damage by negligence, at his own expense.

101.2.4 Removal of Existing Pavement, Sidewalks, Curbs, etc.

All concrete pavement, base course, sidewalks, curbs, gutters, etc., designated for removal, shall be:

- (1) Broken into pieces and used for riprap on the project, or
- (2) Broken into pieces, the size of which shall not exceed 300 mm (12 inches) in any dimension and stockpiled at designated locations on the project for use by the Government, or
- (3) Otherwise demolished and disposed off as directed by the Engineer. When specified, ballast, gravel, bituminous materials or other surfacing or pavement materials shall be removed and stockpiled as required in Subsection 101.2.1, otherwise such materials shall be disposed off as directed.

There will be no separate payment for excavating for removal of structures and obstructions or for backfilling and compacting the remaining cavity.

101.3 Method of Measurement

When the Contract stipulates that payment will be made for removal of obstructions on lump-sum basis, the pay item will include all structures and obstructions encountered within the roadway. Where the contract stipulates that payment will be made for the removal of specific items on a unit basis, measurement will be made by the unit stipulated in the Contract.

Whenever the Bill of Quantities does not contain an item for any aforementioned removals, the work will not be paid for directly, but will be considered as a subsidiary obligation of the Contractor under other Contract Items.

101.4 Basis of Payment

The accepted quantities, measured as prescribed in Section 101.3, shall be paid for at the Contract unit price or lump sum price bid for each of the Pay Items listed below that is included in the Bill of Quantities which price and payment shall be full compensation for removing and disposing of obstructions, including materials, labor, equipments, tools and incidentals necessary to complete the work prescribed in this Item. The price shall also include backfilling, salvage of materials removed, their custody, preservation, storage on the right-of-way and disposal as provided herein.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
101 (1)	Removal of Structures and Obstruction	Lump Sum
101 (2)	Removal of	Each
101 (3)	Removal of	Square Meter
101 (4)	Removal of	Linear Meter

ITEM 409 – WELDED STRUCTURAL STEEL

409.1 Description

This work shall consist of the joining of structural steel members with welds of the type, dimensions, and design shown on the Plans and in accordance with the Specifications.

It is the intent of this Specification to provide for work of a quality comparable to that required under the Standard Specifications for Welded Highway and Railway Bridges of the American Welding Society. In case of dispute or for situations not adequately provided for in this Specification, those designated Standard

Specifications shall be considered as the final authority and shall govern except as amended by the Special Provisions.

Welding of Structural Steel shall be done only when shown on the Plans or authorized in writing by the Engineer.

409.2 Materials Requirements

Steel base metal to be welded shall be open-hearth or electric furnace steel conforming to AASHTO M 183.

All arc-welding electrodes shall conform to the requirements of American Welding Society Specifications. Electrodes shall be of classification numbers E7016, E7018 or E7028 as required for the positions, type of current and polarity, and other conditions of intended use, and to conform to any special requirements indicated on the Plans.

Filler material to be used in the repair or strengthening of old structures or for joining new parts to existing steel members, shall be adopted to the material to be welded and may depart from the foregoing requirements only if agreed by the Engineer.

409.3 Construction Requirements

409.3.1 Equipment

409.3.1.1 General

All items of equipment for welding and gas cutting shall be so designed and manufactured and in such condition as to enable qualified welders to follow the procedures and attain the results prescribed in this Specification.

409.3.1.2 Arc-Welding Equipment

Welding generators and transformers shall be designed expressly for welding. They shall be capable of delivering steady currents adjustable through a range ample for the work requirements. They shall respond automatically and quickly to changes in power requirements due to variations in arc length and shall deliver full current promptly on striking an arc.

Welding cable shall have sufficient conductivity to avoid overheating and inadequate current at the arc and shall be effectively insulated against welding circuit voltage. Earth or ground connections and circuits shall be secured and adequate to carry the welding currents.

Electrode holders shall grip the electrode firmly and with good electrical contact.

Approved automatic welding heads may be used, with suitable auxiliary handling equipment to provide automatic instead of manual control of electrode and welding arc.

409.3.1.3 Gas-Cutting Equipment

Torches and tips shall be of proper size and type of the work at hand. Suitable regulators shall afford the welder complete control over the pressure and rate of flow of each gas.

409.3.1.4 Protective Equipment

All personnel protective equipment shall conform to the American Standard Association Code for such equipment.

The Contractor shall enforce the use of approved accessories necessary for the protection and convenience of the welders and for the proper and efficient execution of the work.

Suitable protection against the light of the arc shall be maintained by the Contractor when arc-welding operation might be viewed within harmful range by persons other than the actual welders and inspectors.

409.3.2 Welding

409.3.2.1 General

Welding shall be performed by the metal-arc process, using the electrodes specified with either direct or alternating current.

Surfaces to be welded shall be smooth, uniform and free from fins, tears, and other defects which would adversely affect the quality of the weld. Edges of material shall be trimmed by machining, chipping, grinding, or machine gas-cutting to produce a satisfactory welding edge wherever such edge is thicker than: 13 mm for sheared edge of material; 16 mm for toes of angles or rolled shapes (other than wide flange sections); 25 mm for universal mill plate or edges of flange sections.

The width of root face used, shall be not more than 1.5 mm for parts less than 10 mm in thickness nor more than 3 mm for parts 10 mm or more in thickness.

Butt welds shall be proportioned so that their surface contours will lie in gradual transition curves. For butt welded joints between base metal parts of unequal thickness, a transition shall be provided on a slope or level not greater than 1 in 2.5 to join the offset surfaces. This transition may be provided by sloping the surface of the weld metal or by bevelling the thicker part or by combination of these two methods.

Surfaces to be welded shall be free from loose scale, slag, rust, grease or other material that will prevent proper welding. Mill scale that withstands vigorous wire brushing or a light film of drying oil or rust inhibitive coating may remain. Surfaces within 50 mm of any weld location shall be free of any paint or other material that would prevent proper welding or produce objectionable fumes while welding.

No operation or actual welding or gas-cutting shall be performed on a member while it is carrying live load stress or while subject to shock and vibration and from moving loads. Welding and gas-cutting shall cease in advance of the application of such loads.

409.3.2.2 Welders

All welding shall be done by approved competent and experienced and fully qualified welders.

409.3.2.3 Preparation of Materials for Welding

Dimensional tolerance, straightness and flatness of the structural shapes and plates shall be within the limits prescribed in this Specification.

Structural steel which is to be welded shall preferably not be painted until all welding is completed.

Preparation of edges by gas-cutting shall, wherever practicable, be done by machine gas-cutting. Machine gas-cutting edges shall be substantially as smooth and regular as those produced by edge planning and shall be left free of slag. Manual gas cutting shall be permitted only where machine gas-cutting is not practicable and with the approval of the Engineer. The edge resulting from manual gas-cutting shall be inspected and smoothed with special care. All

re-entrant corners shall be filleted to a radius at least 19 mm. The cut lines shall not extend beyond the fillet and all cutting shall follow closely the line prescribed.

409.3.2.4 Assembly

The parts to be joined by fillet welds shall be brought into a close contact as practicable, and no event shall be separated more than 5 mm. If the separation is 1.5 mm or greater, the leg of the fillet weld shall be increased by the amount of separation. The separation between faying surfaces of lap joints and of butt joints landing on a backing structure shall not exceed 1.5 mm. The fit of joints which are not sealed by welds throughout their length shall be sufficiently close to exclude water after painting. Where irregularities in rolled shape or plates, after straightening, do not permit contact within the above limits, the procedure necessary to bring the material within these limits shall be subject to the approval of the Engineer.

Cutting parts to be joined by butt welds shall be carefully aligned. Where the parts are effectively restrained against bending due to eccentricity or alignment, a maximum offset of 10 percent of the thickness or the thinner part joined, but in no case more than 3 mm, may be permitted as a departure from the theoretical alignment. In connecting alignment in such cases, the parts shall not be drawn into a greater slope than two degrees (1 in 30). Measurement of offset shall be between centerline of parts unless otherwise shown on the Plans.

When parts abutting edge to edge differ in thickness, the joint shall be of such form that the slope of either surface through the transition zone does not exceed 1 in 2.5, the thicker part being bevelled, if necessary.

Members to be welded shall be brought into correct alignment and held in position by bolts, clamps, wedges, guy lines, struts, other suitable devices or tack welds until welding has been completed. The use of jigs and fixtures is recommended where practicable. Such fastening devices as may be used shall be adequate to insure safety.

Plug and slot welds may be used to transmit shear in a lap joint or to prevent the buckling or separation of lapped parts.

The diameter of the hole for a plug weld shall not be less than the thickness of the part containing it plus 8 mm nor shall it be greater than 2.25 times the thickness of the weld.

The minimum center spacing of plug welds shall be four times the diameter of the hole.

The length of the slot for a slot weld not exceed ten times the thickness of the weld. The width of the slot shall not be less than the thickness of the part containing it plus 8 mm nor shall it be greater than 2.25 times the thickness of the weld.

The ends of the slot shall be semicircular or shall have the corners rounded to a radius not less than the thickness of the part containing it, except those ends which extend to the edge of the part.

The minimum spacing of lines of slot welds in a direction transverse to their length shall be 4 times the width of the slot.

The minimum center to center spacing in a longitudinal direction on any line shall be 2 times the length of the slot.

The thickness of plug or slot welds in material 16 mm or less in thickness shall be equal to the thickness of the material.

In material over 16 mm in thickness, it shall be at least one-half the thickness of the material but not less than 16 mm.

Tack welds, located where the final welds will later be made, shall be subject to the same quality requirements as the final weld. Tack welds shall be as small as practicable and where encountered in the final welding, shall be cleaned and fused thoroughly with the final weld. Defective, cracked or broken tack welds shall be removed before final welding.

Members or component parts of structures shall be assembled and matchmarked prior to erection to insure accurate assembly and adjustment of position on final erection. Painted assembly marks shall be removed from any surface to be welded.

409.3.2.5 Control of Distortion and Shrinkage Stresses

In assembling and joining parts of a structure or a built-up member and in welding reinforcing parts to existing members, the procedure and sequence of welding shall be such as will avoid distortion and minimize shrinkage stresses.

As far as practicable, long parallel lines of welding on a part or member shall be executed concurrently, and all welds shall be deposited in a sequence that will balance the applied heat of welding on various sides as much as possible while the welding progresses.

Before the commencement of welding on a structural member in which severe shrinkage stresses or distortion are likely to occur, a complete program for welding sequence and distortion control shall be submitted to the Engineer and shall be subject to his approval.

The direction of the general progression in welding on a member shall be from points where parts are relatively fixed in position, with respect to each other, toward points which have a greater relative freedom of movement.

Where part or member is to be welded on both ends into a rigid structure or assembly, the connection at which the greatest shrinkage will occur in the direction of the length of the part or member, shall be made while the part or member is free to move in the direction of the shrinkage; and the connection involving the least shrinkage shall be made last.

A weld designed to sustain tensile stress shall be made in such a way that their welding is being performed at any point, all parts that would offer restraint against shrinkage can shrink, deform or move enough to preclude serious shrinkage stresses.

In welding of built-up members of heavy sections, particularly those T or H-shapes where the flanges are considerably heavier than the stems or webs, and in any case where the component parts are 38 mm or greater in thickness, special care shall be exercised during welding to avoid weld cracking. In the welding of members of such heavy section, the temperature of contiguous areas about a welding operation shall be equal, and not less than 55°C. If necessary, the lighter parts shall be heated while the weld is cooling, to keep the temperature of contiguous parts substantially equal.

In the fabrication of cover-plated beams and built-up members, all shop splices in each component part shall be made before such component part is welded to other parts of the member.

In making all butt-welded splices in rolled shapes and in making butt-welded field splices in built-up sections (such as in H or I-sections) the sequence and procedure of welding shall be such as to take into account unequal amounts of expansion or contraction in the parts being welded. The procedure and sequence shall be such that while the weld and the heated base metal are contracting at any point, any part of the member that would furnish restraint against such contraction can move or shrink enough to prevent the shrinkage of the heated metal from producing harmful internal stresses. The procedure and sequence that is used for

making such splices shall be planned in advance in full detail and submitted to the Engineer and shall be subject to his approval.

The ends of all butt welds in flanges of beams and girders shall be made with extension bars regardless of the thickness of such flanges.

Welding shall not be done when surfaces are wet from condensation or rain which is falling on the surfaces to be welded; nor during periods of high winds unless the welding operator and the work are properly protected.

409.3.2.6 Technique of Arch-Welding

The welding current shall conform with respect to voltage and current (and polarity, of direct current is used) to the recommendations of the manufacturer of the electrode being used, as indicated in the instructions that are included with each container of electrodes.

Arc lengths and electrical potential and current shall be suited to the thickness of material, type of groove and other circumstances attendant to the work.

The maximum size of electrode permitted shall be 5 mm with the following exceptions:

1. The maximum size for flat position welding of all passes except the root pass shall be 8 mm.
2. The maximum size for horizontal fillet welds shall be 6 mm.

The electrode for the single pass fillet weld and for the root passes of all multiple layer welds in all cases shall be of the proper size to insure thorough fusion and penetration with freedom from slag inclusions.

A single layer of the weld metal, whether deposited in one pass or made up of several parallel beads, shall not exceed 3 mm in thickness except that the bead at the root may be 6 mm in thickness if the position of welding and the viscosity of the weld metal permit control of the latter so that it does not over flow upon unfused base metal.

The maximum size of fillet weld which may be made in one pass shall be 8 mm except that for vertical welds made upward the maximum size made in one pass shall be 13 mm.

In vertical welding the first root pass shall be formed from the bottom upward. Succeeding passes may be formed by any technique that will fulfill the requirements of the Specification and Plans.

The electrode manipulation during welding shall insure that:

1. Complete fusion between the base metal and the deposited weld metal is obtained.
2. The melted base metal is replaced by weld metal so that no undercut remains along the edges of the finished weld.
3. The molten weld metal floats all slag, oxide and gases to the surface behind the advancing arc.

Each time the arc is started, either to begin a weld or to continue partly completed weld, the arch shall be manipulated to obtain complete fusion of the deposited weld metal with the base metal and with any previously deposited weld metal, before any progression of the arc along the joint.

At the completion of a pass or weld, the arc shall be manipulated so as to fill the crater with sound metal.

Before welding over previously deposited metal, the slag shall be removed and the weld and adjacent base metal shall be brushed clean. This requirement shall apply not only to cratered areas but also when welding is resumed after any interruption. It shall not, however, restrict the making of plug and slot welds, in accordance with the following paragraphs.

In making plug welds the following techniques shall be used:

1. For flat welds, the arc shall be carried around the root of the joint and then weaved along a spiral path to the center of the hole, fusing and depositing a layer of weld metal in the root and bottom of the joint. The arc shall then be carried to the periphery of the hole, and the procedure repeated, fusing and depositing successive layers to fill the hole to the depth required. The slag covering the weld metal shall be kept molten, or nearly so, until the

weld is finished. If the arc is broken, except briefly for changing electrodes, the slag must be allowed to cool and shall be completely removed before restarting the weld.

2. For vertical welds, the arc shall be started at the root of the joint, at the lower side of the hole and carried upward on the zigzag path, depositing a layer about 5 mm thick on the exposed face at the thinner plate and fused to it and to the side of the hole. After cleaning the slag from the weld, other layers shall be similarly deposited to fill the hole to the required depth.
3. For overhead welds, the procedure shall be the same as for flat welds except that the slag shall be allowed to cool and shall be completely removed after depositing each successive layer until the hole is filled to the required depth.

Slot welds shall be made with a technique similar to that specified above for plug welds, except that if the length of the slot exceeds three times the width, or if the slot extends to the edges of the part of the technique specified above for making plug welds shall be followed for the type of flat position welds.

409.3.2.7 Details of Welds

The following tabulation shows that the relation between weld size and the maximum thickness of material on which various sizes of fillet welds may be used:

Size of Fillet Weld	Maximum Thickness of Part
5 mm	13 mm
6 mm	19 mm
8 mm	32 mm
10 mm	51 mm
13 mm	152 mm
16 mm over	152 mm

The maximum size of fillet weld that may be used along the edge of material 6 mm or

more in thickness shall be 1.5 mm less than the thickness of the material.

The minimum effective length of fillet weld shall be four times its size and in no case less than 38 mm.

Fillet welds terminating at the corners of parts or members shall, wherever practicable, be turned continuously full size around the corners for a distance not less than twice the nominal size of the weld.

Intermittent fillet welds, preferably, shall not be used. They shall be permitted only where the required weld area is less than that of a continuous fillet weld of the minimum size. If used on main members, they shall be chain intermittent welds. In all other cases, chain intermittent welding is preferable to staggered intermittent welding.

Spacing of intermittent fillet welds shall be measured between the center of the weld segments. The spacing shall conform to the following requirements unless calculated stresses between the parts require closer spacing:

1. At the end of members, there shall preferably be continuous longitudinal fillet welds at least as long as the width of the element or member being connected.
2. The clear spacing in the direction of stress of stitch welds that connect plates to other plates or to shapes shall not exceed:
 - a. For compression members10 times the thickness of the thinner part but not more than 300 mm.
 - b. For tension members 14 times the thickness of the thinner part but not more than 300 mm.

The spacing transverse to the direction of stress shall not exceed 24 times the thickness of the thinner part connected.

3. For members composed of two or more rolled shapes in contact with one another, the longitudinal spacing of stitch welds shall not exceed 600 mm.

Fillet welds in holes or slots may be used to transmit shear in lap joints or to prevent the buckling or separation of lapped parts. The fillet welds in a hole or slot may overlap.

Seal welding shall preferably be accomplished by a continuous weld combining the function of sealing and strength, changing sections only as the required strength may necessitate.

Exposed faces of welds shall be made reasonably smooth and regular, shall conform as closely as practicable to the design requirements and shall not at any place be inside the intended cross-section. Weld dimension in excess of the design requirements shall not be a cause for rejection, but in case excess weld metal involves serious malformation, such work shall be rejected.

All fillet welds shall be of acceptable types. All fillet welds that carry reversed stresses running in a direction perpendicular to their longitudinal axis shall be of the concave type or the 0-gee type when the fillet weld is flushed with the edge of a member. When one of these types is specifically indicated on the Plans for a weld, it shall be of that type.

Butt welds shall preferably be made with a slight reinforcement, except as may be otherwise provided, and shall have no defects. The height of reinforcement shall be not more

than 3 mm.

All butt welds, except produced with aid of backing material, shall have the root of the initial layer chipped out or otherwise cleaned to sound metal and welded in accordance with the requirements of the Specification. Butt welds made with the use of a backing of the same materials as the base metal shall have the weld metal thoroughly fused with the backing materials.

Ends of butt welds shall be extended past the edges of the parts joined by means of extension bars providing a similar joint preparation and having a width not less than the thickness of the thicker part jointed; or for material 19 mm or less in thickness, the ends of the welds shall be chipped or cut down to solid metal and side welds applied to fill out the ends to the same reinforcement as the face of the welds. Extension bars shall be removed upon completion and cooling of the weld and the ends of the weld made smooth and flush with the edges of the abutting parts.

409.3.2.8 Quality of Welds

Weld metal shall be solid throughout except that very small gas pockets and small inclusions of oxide or slag may be accepted if well dispersed and if none exceeds 1.5 mm in greatest dimension, and if the sum of the greatest dimensions of all such defects of weld metal area does not exceed 15 mm in an area of 10 cm².

There shall be complete fusion between the weld metal and the base metal and between successive passes throughout the joint.

Welds shall be free from overlap and the base metal free from undercutting. All craters shall be filled to the full cross- section of the welds.

409.3.2.9 Correction

In lieu of rejection of an entire piece of member containing welding which is unsatisfactory or indicates inferior workmanship, the following corrective measures may be permitted by the Engineer whose specific approval shall be obtained for making each correction:

1. Removal of part or all of the welds shall be affected by chipping, grinding or gas-gouging.
2. Defective or unsound welds shall be corrected either by removing and replacing the welds, or as follows:
 - a. Excessive convexity – Reduce to size by removal of excess weld metal.
 - b. Shrinkage crack in base metal, craters and excessive porosity – Remove defective portion of base and weld metal down to sound metal and deposit additional weld metal.
 - c. Undercutting, undersize and excessive concavity – Clean and deposit additional weld metal.
 - d. Overlapping and lack of fusion – Remove and replace the defective length of weld.
 - e. Slag inclusion – Remove those parts of the weld containing slag and fill with weld metal.
 - f. Removal of adjacent base metal during welding – Clean and form full size by depositing additional weld metal.
3. Where corrections require the depositing of additional weld metal, the electrode

used shall be smaller than the electrode used in making the original weld.

4. A cracked weld shall be removed throughout its length, unless by the use of acid etching, magnetic inspection or other equally positive means, the extent of the crack can be ascertained to be limited, in which case sound metal 50 mm or more beyond each end of the crack need not be removed.
5. In removing defective parts of a weld, the gas-gouging, chipping or grinding shall not extend into the base metal any substantial amount beyond the depth of the web penetration unless cracks or other defects exist in the base metal.
6. Where the work performed subsequent to the making of a deficient weld has rendered the weld inaccessible or has caused new conditions which would make the correction of the deficiency dangerous or ineffectual, the original condition shall be restored by renewal of welds or members, or both before making the necessary corrections, or else the deficiency shall be compensated by additional work according to a revised design approved by the Engineer.
7. Caulking of welds shall not be done.

8. Before adding weld metal or rewelding, the surfaces shall be cleaned thoroughly. Where incomplete fusion is disclosed by chipping, grinding or gas gouging, to correct defects, that part of the weld shall be removed and rewelded.

409.3.2.10 Stress Relieving

Peening to reduce residual stress of multi-layer welds may be used only if authorized and ordered by the Engineer. Care shall be exercised to prevent overpeening which may cause overlapping, scaling, flecking or excessive cold working of weld and base metal.

409.3.2.11 Cleaning and Protective Coatings

Painting shall not be done until the work has been accepted and shall be in accordance with the Specification. The surface to be painted shall be cleaned of spatter, rust, loose scale, oil and dirt. Slag shall be cleaned from all welds.

Welds that are to be galvanized shall be treated to remove every particle of slag.

409.3.2.12 Identification

The operator shall place his identification mark with crayon, or paint, near the welds made by him.

409.3.2.13 Inspection

On completion of the welding work, inspection shall be carried out by an Inspector appointed by the Engineer.

The size and contour of welds shall be measured with suitable gauges. The inspector shall identify with a distinguishing mark all welds that he has inspected and accepted.

The Contractor shall remove and replace, or correct as instructed, all welds found defective or deficient. He shall also replace all methods found to produce inferior results, with

methods which will produce satisfactory work.

In the event that fault welding or the removal for rewelding of faulty welding shall damage the base metal, the Contractor shall remove and replace the damaged material.

409.4 Measurement and Payment

Unless otherwise provided in the Special Provisions, welded structural steel structures shall not be measured and paid for separately, but the cost thereof shall be considered as included in the contract price for other items.

ITEM 1014 - PREPAINTED METAL SHEETS

1014.1 Description

This Item shall consist of furnishing all pre-painted metal sheet materials, tools and equipment, plant including labor required in undertaking the proper installation complete as shown on the Plans and in accordance with this Specification.

1014.2 Material Requirements

All pre-painted metal sheet and roofing accessories shall be oven baked painted true to profiles indicated on the •Plans.

1014.2.1 Pre-Painted Roofing Sheets

Pre-painted roofing sheets shall be fabricated from cold rolled galvanized iron sheets specially tempered steel for extra strength and durability. It shall conform to the material requirements defined in PNS 67: 1985. Profile section in identifying the architectural moulded rib to, be used are as follows: Regular corrugated, Quad-rib, Tri-wave, Rib-wide, twin-rib, etc. Desired color shall be subject to the approval of the Architect/Engineer.

1014.2.2 Gutters, Valleys, Flashings Hip and Ridge roll shall be fabricated from gauge 24 (.600 mm thick) cold-rolled plain galvanized iron sheets specially tempered steel. Profile section shall be as indicated on the Plans.

1014.2.3 Fastening hardware shall be of galvanized iron straps and rivets. G.I. straps are of .500 mm thick x 16 mm wide x 267 mm long (gauge 26 x 5/8" x 10-1/2") and standard rivets.

1014.2.4 Base metal thickness shall correspond to the following gauge designation available locally as follows:

a) Base Metal Thickness Designated Gauges

.400 mm thick Gauge 28

.500 mm thick Gauge 26

.600 mm thick Gauge 24

.800 mm thick Gauge 22

b) Protective Coatings Thickness

1. Zinc 34.4 microns

(244 gm/m²) 2. Paint coatings

Top coat 15.20 microns Bottom coat 6.8 microns

c) Overall thickness with protective coats

d) .400 mm .428-451 mm

.500 mm .532-551 mm

.600 mm .638-651 mm

e) Length of roofing sheets - available in cut to length long span length up to 18.29 meters f) Special length and thickness are available by arrangements.

1014.3 Construction Requirements

Before any installation work is commenced, the Contractor shall ascertain that the top faces of the purlins are in proper alignment. Correct the alignment as necessary in order to have the top faces of the purlins on an even plane.

1014.3.1 Handling/Lifting/Positioning of Sheets

Sheets shall be handled carefully to prevent damage to the paint coating. Lift all sheets or sheet packs on to the roof frame with the overlapping down-turned edge facing towards the side of the roof where installation will commence, otherwise sheets will have to be turned end-to-end during installation.

1014.3.2 Installation Procedure

1014.3.2.1 Start roofing installation by placing the first sheet in position with the downturned edge in line with other building elements and fastened to supports as recommended.

1014.3.2.2 Place the downturned edge of the next sheet over the edge of the first sheet, to provide side lap and hold the side lap firmly in place. Continue the same procedure for subsequent sheets until the whole roofing area is covered and/or (Adopt installation procedure provided in the instruction manual for each type of Architectural molded rib profile section).

1014.3.2.3 For walling applications follow the procedure for roofing. Allow a minimum end lap of 100 mm (4") for vertical walling.

1014.3.3 Gutters, Valleys, Flashing ridge and Hip rolls

Gutters, valleys, flashing ridge and hip rolls shall be fastened where indicated on the Plans by self-tapping screws or galvanized iron straps and rivets.

1014.3.4 End Laps

In case handling or transport consideration requires to use two or more end lapped sheets to provide full length coverage for the roof run, install each line of sheets from bottom to top or from eave line to apex of roof framing. Provide 150 mm minimum end lap.

1014.3.5 Anchorage/Fastening

1014.3.5.1 Pre-painted steel roofing sheets shall be fastened to the wood purlins with standard length G.I. straps and rivets.

1014.3.5.2 For steel frame up to 4.5 mm thick use self drilling screw No. 12 by 35 mm long hexagonal head with neoprene washer.

1014.3.5.3 For steel support up to 5 mm thick or more use thread cutting screw No. 12 by 40 mm long hexagonal head with neoprene washer.

1014.3.5.4 Side lap fastener use self drilling screw NO.10 by 16 mm long hexagonal head with neoprene washer.

1014.3.5.5 Valley fastened to lumber and for walling use self-drilling wood screw No. 12 by 25 mm long hexagonal head with neoprene washer.

1014.3.5.6 Valleys fastened to steel supports use selfdrilling screws, hexagonal head with neoprene washer. Drill size is 5 mm diameter.

1014.3.6 Cutting of Sheets

1014.3.6.1 In cutting pre painted steel roofing sheets and accessories to place the exposed color side down. Cutting shall be carried out on the ground and not over the top of other painted roofing product.

1014.3.6.2 Power cutting or drilling to be done or carried out on pre-painted products already installed or laid in position, the area around holes or cuts shall be masked to shield the paint from hot fillings.

1014.3.7 Storage and Protection

Pre-painted steel roofing, walling products and accessories should be delivered to the jobsite in strapped bundles. Sheets and/or bundles shall be neatly stacked in the ground and if left in the open it shall be protected by covering the stack materials with loose tarpauline.

1014.4 Method of Measurement

The work done under this Item shall be measured by actual area covered or installed with pre-painted steel roofing and/or walling in square meters and accepted to the satisfaction of the Engineer/Architect.

1014.5 Basis of Payment

The area of pre-painted steel roofing and/or walling in square meters as provided in Section 1014 shall be paid for at the unit bid or contract unit price which payment shall constitute full compensation including labor, materials, tools and incidents necessary to complete this Item.

Payment shall be made under:

Pay Item Number	Description	Unit of Measurement
1014 (a)	Pre painted metal sheets	m2

Section VII. Drawings



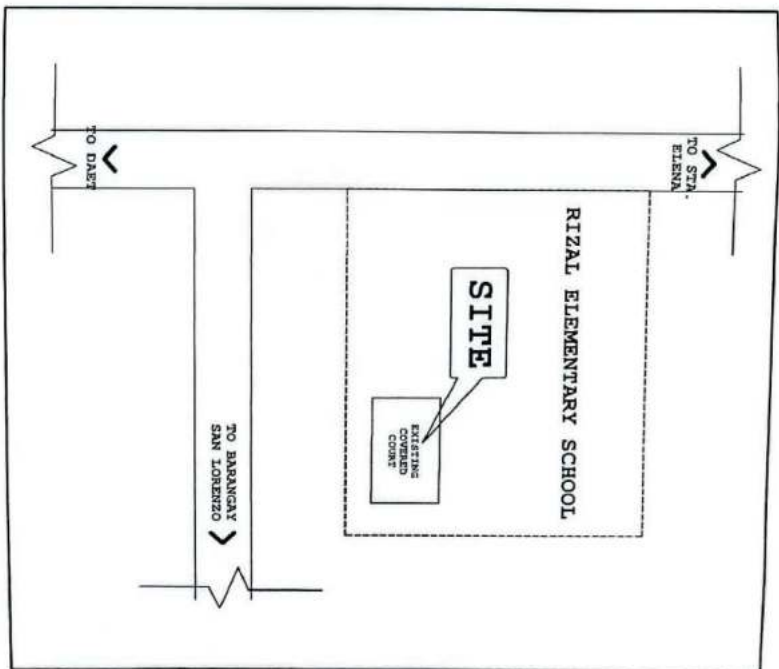
Republic of the Philippines
Province of Davao Occidental
Office of the Provincial Engineer
Davao

PROJECT TITLE/LOCATION:	PREPARED BY:	REVIEWED BY:	CHECKED AND VERIFIED BY:	RECOMMENDED APPROVAL:	APPROVED BY:	SHEET CONTENT:	SHT. NO.
REHABILITATION OF COVERED COURT RIZAL ELEMENTARY SCHOOL, STA. ELENA	ANTONIO R. GAN DRAFTSMAN	SAMUEL V. ANTO CHIEF PLANNING DIVISION	RORDELIZA B. ALER ASSISTANT PROFESSIONAL ENGINEER	JOHN MARVILLE S. TOBIAS PROFESSIONAL ENGINEER	RICARTE R. PADILLA GOVERNOR	AS SHOWN	A 1 4

P E R S P E C T I V E L O C A T I O N M A P

SCALE

NIS





Republic of the Philippines
Province of Camarines Norte
Office of the Provincial Engineer
Davao

PROJECT TITLE/LOCATION
REHABILITATION OF COVERED COURT
RIZAL ELEMENTARY SCHOOL, STA. ELENA

PREPARED BY:
ANTONNY R. GAN
CPE/TSN/MA/1

REVIEWED BY:
SAH LEE-TYANTO
CHIEF PLANNING DIVISION

CHECKED AND TESTED BY:
FLORELIZA ACER
ASSISTANT PROVINCIAL ENGINEER

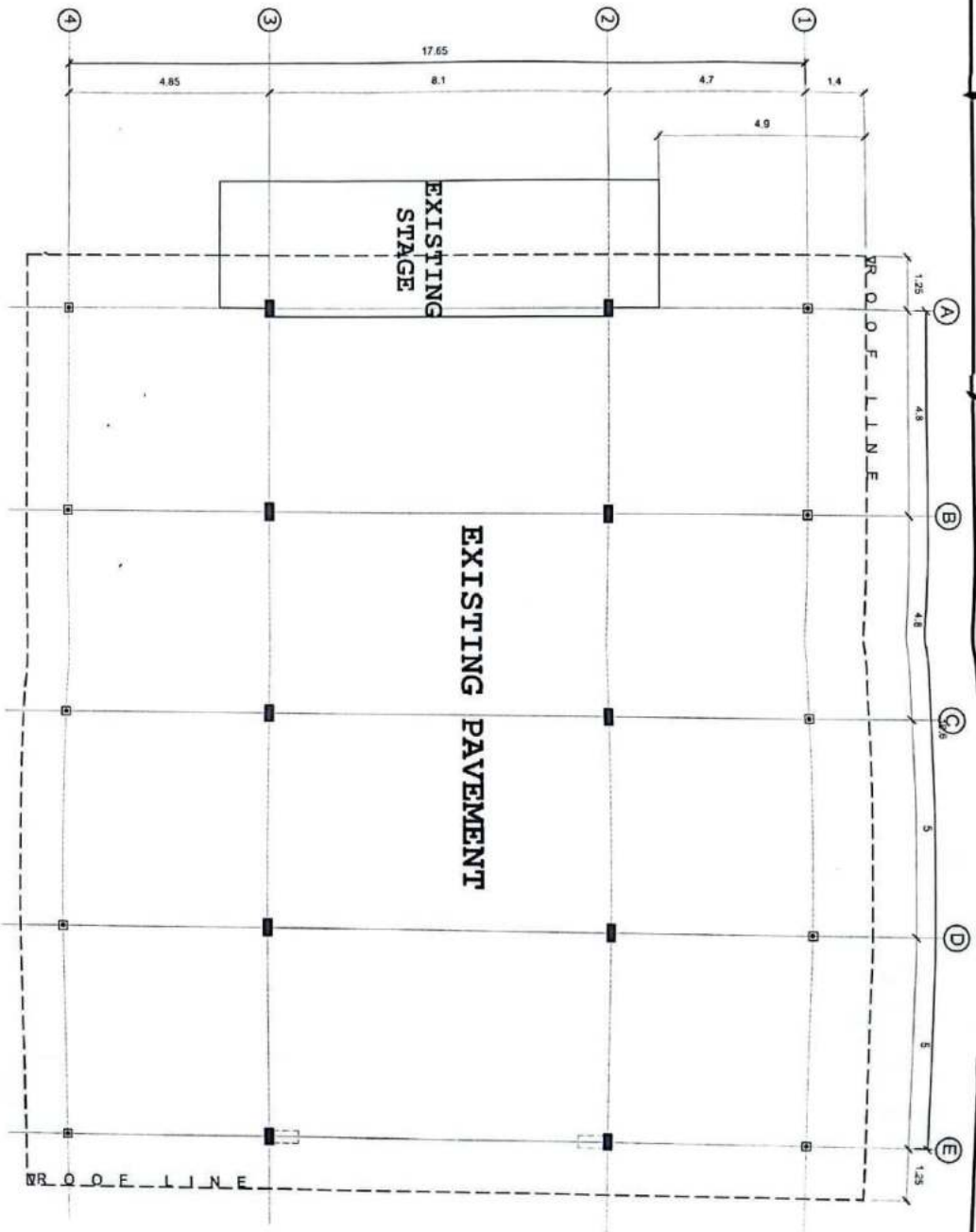
RECOMMENDING APPROVAL:
JOHN MARVIL S. TOBIAS
PROVINCIAL ENGINEER

APPROVED BY:
RICARDE R. PADILLA
GOVERNOR

SHEET CONTENT
AS SHOWN

SHT. NO.	A
	2
	4

FLOOR PLAN
SCALE 1:150M





Province of the Philippines
Province of Cebu
Office of the Provincial Engineer
Dept.

PROJECT TITLE/LOCATION:
REHABILITATION OF COVERED COURT
RUAL ELEMENTARY SCHOOL, STA. ELBA

PREPARED BY:
ANTONIO R. GAN
PROVINCIAL ENGINEER III

REVIEWED BY:
SAH LEE T. YANTO
CHIEF PLANNING DIVISION

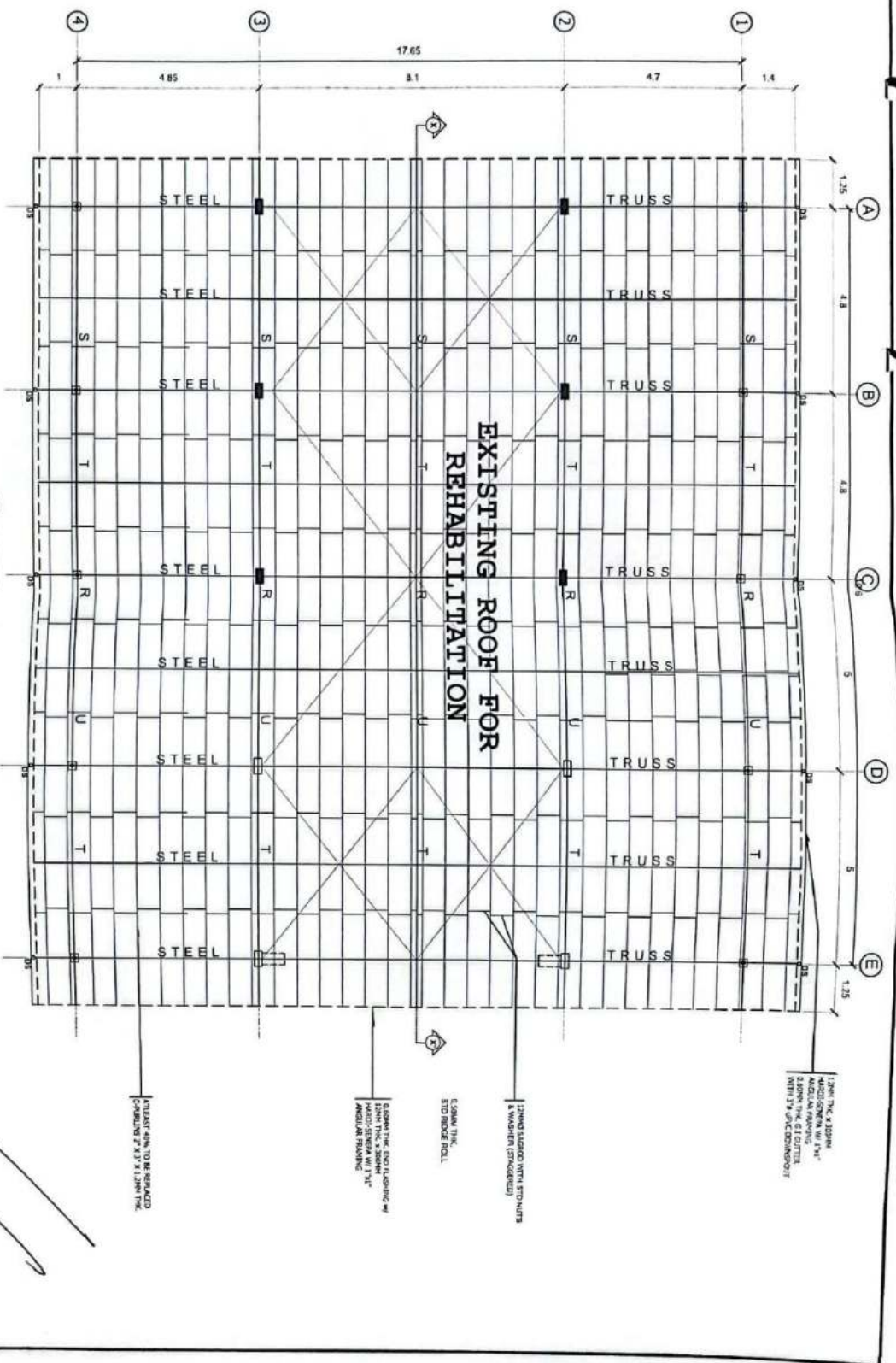
CHECKED/INTERPRETER:
FLORENZA B. ALER
ASSISTANT PROFESSIONAL ENGINEER

RECOMMENDATION/ APPROVAL:
JOHN MARVIL S. TOBIAS
PROVINCIAL ENGINEER

APPROVE BY:
RICARDE K. PADILLA
GOVERNOR

SHEET CONTENT	SHT. NO.
AS SHOWN	A
	3
	4

ROOF FRAMING PLAN
SCALE 1:1000





Republic of the Philippines
Province of Cavendish
Office of the Provincial Engineer
Date

PROJECT TITLE/LOCATION
REHABILITATION OF COVERED COURT
RIZAL ELEMENTARY SCHOOL, STA. ELENA

PREPARED BY
ANTONIO R. GAN
DRAFTSMAN

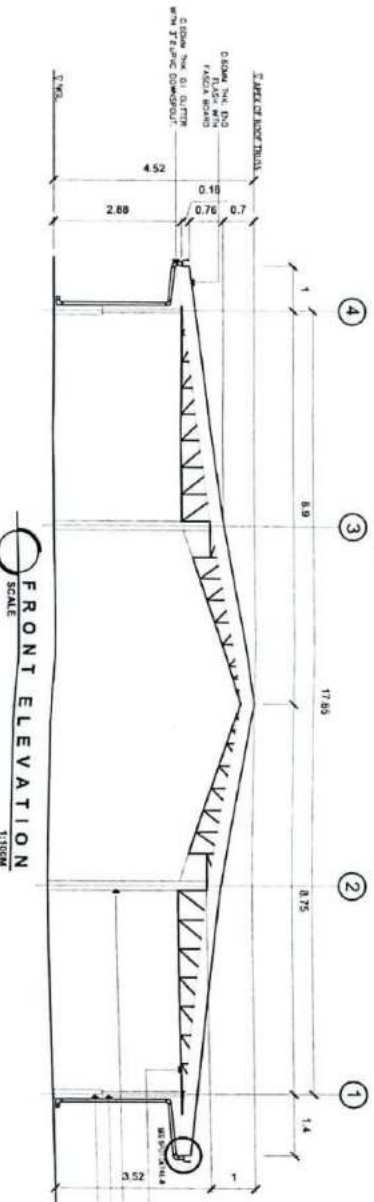
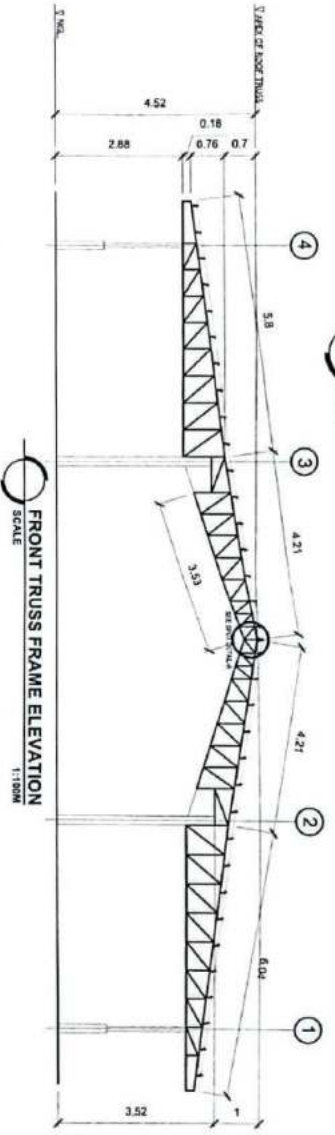
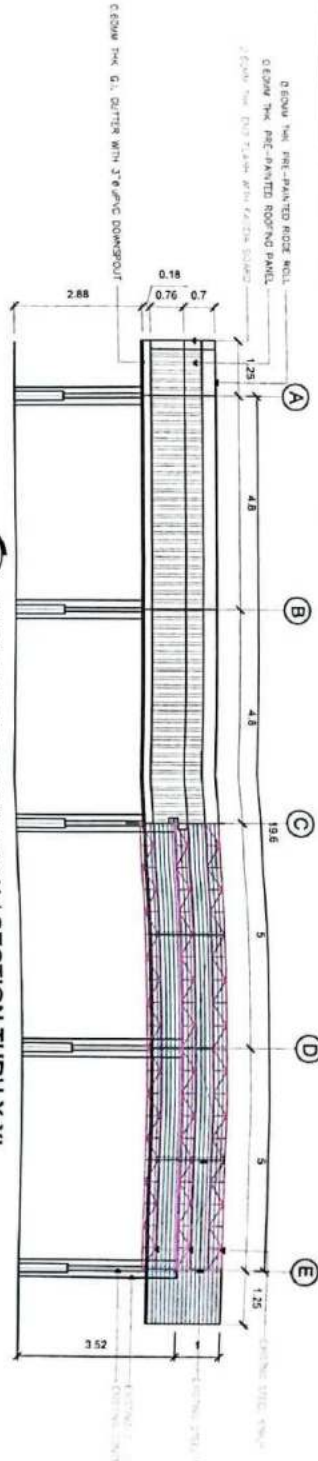
REVIEWED BY
SAHLE TYANTO
CITY PLANNING DIVISION

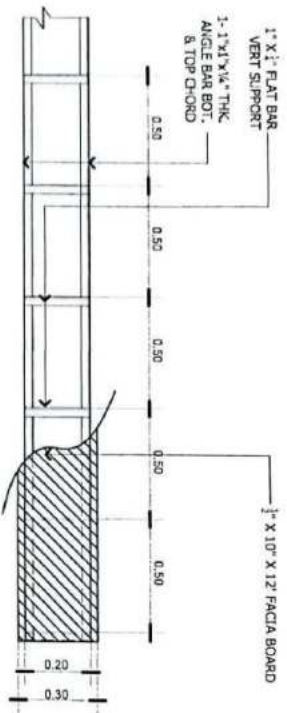
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FLORENZA E. ALER
ASSISTANT PROVINCIAL ENGINEER

RECOMMENDED AND APPROVAL
JOHN MARIL S. TOBIAS
PROVINCIAL ENGINEER

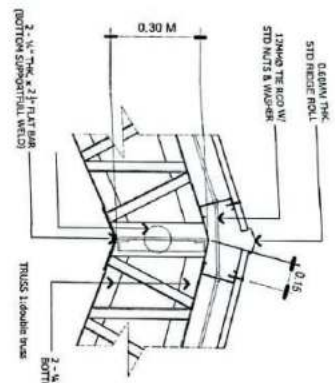
APPROVED BY
RICARDO R. PADILLA
GOVERNOR

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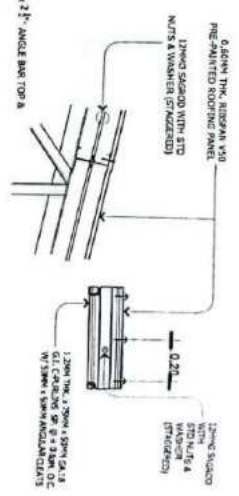




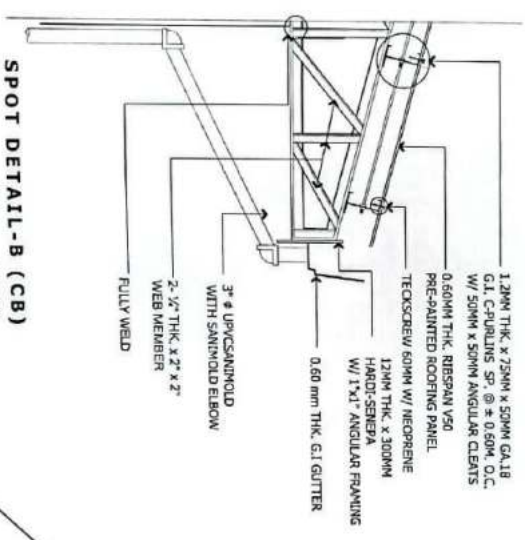
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SPOT DETAIL-A
SCALE: NTS



SPOT DETAIL-C
SCALE: NTS



SPOT DETAIL-B (CB)
SCALE: 1:30 METERS



Republic of the Philippines
Board of Professional Engineers
Office of the Provincial Engineer
Davao

PROJECT TITLE/LOCATION:	REHABILITATION OF COVERED COURT HZOL ELEMENTARY SCHOOL, STA. ELENA	PREPARED BY:	ANTONIO R. GANI REGISTERED PROFESSIONAL ENGINEER	REVIEWED BY:	SAH E E T. VINTO CHIEF PLANNING DIVISION	CHECKED AND VERIFIED BY:	H. ORDELEZ REGISTERED PROFESSIONAL ENGINEER	RECOMMENDING APPROVAL:	JOHN MARIVIL S. TOBIAS REGISTERED PROFESSIONAL ENGINEER	APPROVED BY:	RICARTE R. PADILLA GOVERNOR	SHEET CONTENT:	SHEET NO.
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DRAWINGS AVAILABLE AT THE BAC OFFICE

Section VIII. Bill of Quantities

BILL OF QUANTITIES

REHABILITATION OF COVERED COURT Rizal Elementary School, Sta. Elena, Camarines Norte

Item No.	Scope of Work	Unit	Quantity	Unit Price	TOTAL
I	REMOVAL OF EXISTING DILAPIDATED STRUCTURE	LOT	1.00		
I	ROOF FRAMING (REPLACEMENT OF DILAPIDATED C-PURLINS)	LS	1.00		
II	ROOF TINNING	SQ.M.	447.75		
SPL-I	HEALTH AND SAFETY	LOT	1.00		
SPL-II	PROJECT BILLBOARD	LOT	1.00		
TOTAL					

Amount in words:

Signature over Printed Name

Date:

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

Technical Documents

- (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (g) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; **and**
- (h) Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or** Original copy of Notarized Bid Securing Declaration; **and**
- (j) Project Requirements, which shall include the following:
 - a. Organizational chart for the contract to be bid;
 - b. Affidavit of Availability of Key Personnel and Equipment (notarized)
 - c. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - d. Key Personnel's Certificate of Employment (notarized)
 - e. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
 - (k) Original copy of Affidavit of Site Inspection; **and**
 - (l) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

- (m) Approved Plan

]

Financial Documents

- (n) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (o) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- (p) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- (q) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- (r) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (s) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- (t) Cash Flow by Quarter.

BID FORM

Date : _____

Project Identification No. : _____

To: HON. RICARTE R. PADILLA
Governor
PLGU- Camarines Norte

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert project name]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: **NONE**;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *(i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of **30%** percent of the Contract Price for the due performance of the Contract, or a **Performance Securing Declaration** in lieu of the allowable forms of Performance

Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;

- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the *[insert project name]* of the **Provincial Government of Camarines Norte**.
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: ***HON. RICARTE R. PADILLA***
 Governor

 PLGU- Camarines Norte

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form

[insert project name]

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - a. Philippine Bidding Documents (PBDs);
 - i. Drawings/Plans;
 - ii. Specifications;
 - iii. Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;

 - b. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response

to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- a. Performance Security;
 - b. Notice of Award of Contract and the Bidder's conforme thereto; and
 - c. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

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

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

OMNIBUS SWORN STATEMENT

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

1. *[Select one, delete the other:]*

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

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

2. *[Select one, delete the other:]*

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

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

1. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another**

blacklisted person or entity as defined and provided in the Uniform Guidelines on Blacklisting;

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

5. *[Select one, delete the rest:]*

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

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

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

6. [Name of Bidder] complies with existing labor laws and standards; and
7. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - a. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the

Project].

8. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

9. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

AFFIDAVIT OF SITE INSPECTION

I, (Representative of the Bidder), of legal age, (civil status), Filipino and residing at (Address of the Representative), under oath, hereby depose and say:

1. That I am the (Position in the Bidder) of the (Name of the Bidder), with office at (Address of the Bidder);
2. That I have inspected the site for (Name of the Contract), located at (location of the Contract);
3. That I am making this statement as part of the requirement for the Technical Proposal of the (Name of the Bidder) for (Name of the Contract).

IN FAITH WHEREOF, I hereby affix my signature this _____ day of _____, 20__ at _____, Philippines.

AFFIANT

Witness:

SUBSCRIBED AND SWORN TO before me this _____, day of _____ 20__, affiant exhibiting to me his/her Community Tax Certificate No. _____ issued on _____ at _____, Philippines.

(Notary Public)

Until _____
PTR No. _____
Date _____
Place _____
TIN _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____
Bids and Awards Committee

AFFIDAVIT OF AVAILABILITY OF KEY PERSONNEL AND EQUIPMENT

I, _____ of legal age, Filipino, married/single/widow, and, a resident of _____, owner/proprietor of _____ after having been duly sworn to in accordance with law, depose and declare;

1. That I/we have engage and contracted the service of Engr. _____ (herein called the Resident/Project Engineer), a Registered Civil Engineer with Professional License No. _____ issued on _____ and who has paid his Professional Tax for the Current Year _____;
2. That the said Engineer shall be appointed and designated as our Resident/Project Engineer to personally manage and supervise the construction.
3. That the said Engineer shall employ the best care, skill and ability in supervising the project in accordance with the Contract Agreement, contract plan, and other provisions embodied in the proposed contract;
4. That the said Engineer shall be personally present at the jobsite to supervise all the phase of the construction work at all time;
5. That all other key personnel are available for the project;
6. That equipment needed for the project, are likewise available;
7. That any willful violation on my/our part of the herein condition may prejudice my/our standing as a reliable contractor in future biddings in your office.

IN WITNESS WHEREOF, I have here unto set my hands this _____ day of _____, 20____ at _____, Philippines.

Affiant's Printed Name and Signature

WITNESSES:

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____ affiant exhibiting to me his/her Resident Certificate No.: _____ issued _____ at _____.

Notary Public

Doc No.: _____
Page No.: _____
Book No.: _____
Series of: _____

Bids and Awards Committee
 Provincial Government of Camarines Norte
 Provincial Capitol Building
 Daet, Camarines Norte

KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT

Date

Dear Sir / Madame:

I am (Name of Nominee) a Licensed Engineer with Professional License No. _____ issued on (date of issuance) at (place of issuance) .

I hereby certify that (Name of Bidder) has engaged my services as (Designation) for (Name of the Contract) , if awarded to it.

As (Designation) , I supervised the following completed projects similar to the contract under bidding:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

<u>NAME OF PROJECT</u>	<u>OWNER</u>	<u>COST</u>	<u>DATE COMPLETED</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the (Name of the Procuring Entity) at least twenty one (21) days before the effective date of my separation.

As (Designation), I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) therefore, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future (Name of the Procuring Entity) bidding or employment with any Contractor doing business with the (Name of the Procuring Entity).

(Signature of Engineer)

WITNESSES:

DRY SEAL

Republic of the Philippines)
_____) S.S.

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 20__ affiant exhibiting to me his Residence Certificate No. _____ issued on _____ at _____.

NOTARY PUBLIC
PTR No.: _____
Issued at: _____
Issued on: _____
Until 31 December 20____

Doc. No.: _____;
Page No. : _____;
Book No.: _____;
Series of _____;

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

To: ***HON. RICARTE R. PADILLA***
Governor
PLGU- Camarines Norte

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR
ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Prcti



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
OFFICE OF THE SECRETARY
Manila

OPD. 12 2/14/16
10-10-26/16

07 OCT 2016

DEPARTMENT ORDER)

NO. **197**)

Series of 2016)

SUBJECT: Revised Guidelines in the Preparation of Approved Budget for the Contract (ABC)

The following policies, rules and procedures relative to the preparation of the "Approved Budget for the Contract" (ABC) previously prescribed under Department Order No. 22, Series of 2015, are hereby revised/reiterated.

The ABC shall be prepared on the basis of the design plans for the project which has been duly approved by authorized officials in accordance with existing regulations.

All items of work to be used in preparing the ABC shall conform to the Standard Specifications for Highways, Bridges and Airports, revised 2013, Standard Specifications for Public Works Structures, 1995, and approved Special Specifications for the project.

The ABC shall be composed of the Direct Cost and the Indirect Cost.

A. The Direct Cost shall consist of the following:

A.1 Cost of materials to be used in doing the work item called for, which shall include, inter alia, the following:

A.1.1 Cost at source, including processing, crushing, stockpiling, loading, royalties, local taxes, construction and/or maintenance of haul roads, etc.

A.1.2 Expenses for hauling to project site.

A.1.3 Handling expenses.

A.1.4 Storage expenses.

A.1.5 Allowance for waste and/or losses, not to exceed 5% of materials requirement.

A.2 Cost of Labor:

A.2.1 Salaries and wages, as authorized by the Department of Labor and Employment.

A.2.2 Fringe benefits, such as vacation and sick leaves, benefits under the Workmen's Compensation Act, GSIS and/or SSS contributions, allowances, 13th month pay, bonuses, etc.

A.3 Equipment Expenses:

A.3.1 Rental rates of equipment shall be based on the prevailing "Association of Carriers and Equipment Lessors, (ACEL) Inc." approved for use by the DPWH (Presently it is the 2014 ACEL Rates). Rental rates of equipment not indicated in the ACEL booklet shall be taken from the rental rates prepared by the Bureau of Equipment. For simplicity in computation, the operated rental rates are preferred over the bare rental rates as the former includes operator's wages, fringe benefits, fuel, oil, lubricants and equipment maintenance. The make, model and capacity of the equipment should be indicated in the detailed unit cost analysis.

A.3.2 Mobilization and demobilization shall be treated as a separate pay item. It shall be computed based on the equipment requirements of the project stipulated in the proposal and contract booklet. Mobilization and demobilization shall not exceed 1% of the Estimated Direct Cost (EDC) of the civil works items. However, in special cases wherein requirements for mobilization/demobilization exceed 1%, an approval to utilize the actual computed mobilization/demobilization cost shall be secured from the concerned Undersecretary for Operations.

A.4 Cost for Permits, Clearances and other Government Taxes (i.e. MMDA Permit, LGU Permits, Bureau of Fire Protection Clearance, etc.) shall be included in the cost under Part B – Other General Requirements of the Program of Works (POW) and Estimate/ABC.

B. The Indirect Cost shall consist of the following:

B.1 Overhead Expenses – ranges from 7 – 11% of the EDC, which includes the following:

B.1.1 Engineering and Administrative Supervision.

B.1.2 Transportation allowances.

B.1.3 Office Expenses, e.g., for office equipment and supplies, power and water consumption, communication and maintenance.

B.1.4 Premium on Contractor's All Risk Insurance (CARI).

B.1.5 Financing Cost.

B.1.5.1 Premium on Bid Security

B.1.5.2 Premium on Performance Security

B.1.5.3 Premium on Surety for Advance Payment

B.1.5.4 Premium on Warranty Bond (one year)

B.2 Contingencies – ranges from 0.5 - 3% of the EDC. These include expenses for meetings, coordination with other stakeholders, billboards (excluding Project Billboard which is a pay item under the General Requirements), stages during ground breaking & inauguration ceremonies, and other unforeseen events.

- B.3 Miscellaneous Expenses – ranges from 0.5 - 1% of the EDC. These include laboratory tests for quality control and plan preparation.
- B.4 Contractor's Profit Margin – shall be 8% of the EDC for projects above P5Million and 10% for projects P5Million and below.
- B.5 VAT Component – shall be 5% of the sum of the EDC, OCM and Profit.
- B.6 The following items shall not be subjected to OCM and Profit mark-up:
 - B.6.1 Mobilization and demobilization
 - B.6.2 Provision of Service Vehicle
 - B.6.3 Permits and Clearances
- B.7 The following non-civil works items shall not be subjected to OCM mark-up:
 - B.7.1 Field/Laboratory Office & Living Quarters (Rental Basis)
 - B.7.2 Furnishing of Furniture, Laboratory Equipment, Survey Equipment and Consumables
 - B.7.3 Assistance to the Engineers
 - B.7.4 Photographs
 - B.7.5 Health and Safety
 - B.7.6 Traffic Management
 - B.7.7 Environmental Compliance
 - B.7.8 Communication Equipment, etc.

NOTE: For the percentage to be used for Nos. B.1, B.2 and B.3, see OCM (Overhead, Contingencies and Miscellaneous) column in the tabulation below.

ESTIMATED DIRECT COST (EDC)	INDIRECT COST % FOR OCM AND PROFIT		TOTAL INDIRECT COST % FOR OCM AND PROFIT
	OCM (% OF EDC)	PROFIT (% OF EDC)	
Up to P5Million	15	10	25
Above P5M up to P50M	12	8	20
Above P50M up to P150M	10	8	18
Above P150M	8	8	16

C. The prescribed format for the calculation of the ABC is shown in Attachment "A".

- C.1 Instructions for filling-up the format:

- C.1.1 Columns (1) to (4) are self-explanatory.
- C.1.2 Column (5) is the EDC of the work item as calculated and reflected in the cost analysis prepared by the Estimator.
- C.1.3 Columns (6) and (7) are the mark-ups in percent for OCM and profit.
- C.1.4 Column (8) is the total mark-up, which is the sum of the percentages under columns (6) and (7).
- C.1.5 Column (9) is the Peso value of the total mark-up. It is determined by multiplying the total mark-up on percent in column (8) with the EDC (column 5).
- C.1.6 Column (10) is the VAT component which is 5% of the sum of columns (5) and (9).
- C.1.7 Column (11) is the total estimated Indirect Cost which is the sum of columns (9) and (10).
- C.1.8 Column (12) is the total estimated Total Cost or the sum of columns (5) and (11).
- C.1.9 Column (13) is the unit cost for each item of works, determined by dividing the estimated Total Cost in column (12) by its total quantity in column (3).

C.2 Procedures in preparing, processing and corresponding signatories specified under Department Order No. 163, Series of 2015 in the preparation of Program of Work (POW) and Approved Budget for the Contract (ABC) shall be observed.

Since the ABC is to be compared with the Contractor's bid and is the ceiling for acceptable bid prices in accordance with the provision of R.A. 9184, the ABC should be based on the approved Bidding Documents for the contract which contain the same work items and quantities as those to be used by the contractors in preparing their bid.

DPWH estimators shall continuously update their information/statistics on market prices of all construction inputs submitted for incorporation in the quarterly Construction Materials Price Database (CMPD). All assumptions in generating the estimate should be shown in the cost analysis.

In all cases, estimates for special items of work (SPL) should be accompanied with plans and specifications, methods of construction, measurements and payments duly approved by the Bureau of Research and Standards (BRS).

This Order shall take effect immediately and shall supersede Department Order No. 22, Series of 2015.


MARK A. VILLAR
Acting Secretary

6.1 WRD/PCA

Department of Public Works and Highways
Office of the Secretary



