



**PROVINCIAL GOVERNMENT OF CAMARINES NORTE
DAET**

CONSTRUCTION OF DRAINAGE CANAL

**Brgy. Man-ogob, San
Vicente, Camarines Norte**

July 17, 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 Construction of Drainage Canal,
Brgy. Man-ogob, San Vicente, Camarines Norte**

1. The *Provincial Government of Camarines Norte*, through the *20% Development Fund CY 2023* intends to apply the sum of *One Million Nine Hundred Ninety-Four Thousand Three Hundred Twenty Pesos and Seventy-Nine Centavos (P1,994,320.79)* being the Approved Budget for the Contract (ABC) to payments under the contract for the *Construction of Drainage Canal, Brgy. Man-ogob, San Vicente, 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 *Construction of 128.40LM open line canal and 61.60LM covered line canal*. Completion of the Works is required *120 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 *July 17 – August 8, 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 *Five Thousand Pesos (P5,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.
6. The *Provincial Government of Camarines Norte* will hold a Pre-Bid Conference on *July 25, 2023, 2:00p.m.* at the *new BAC Conference Office, at the back of Agro-Sports Center, J. Lukban Street, Daet, Camarines Norte*, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat at the address below on or before *August 8, 2023 at 1:30p.m.* Late bids shall not be accepted.
8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.
9. Bid opening shall be on *August 8, 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.

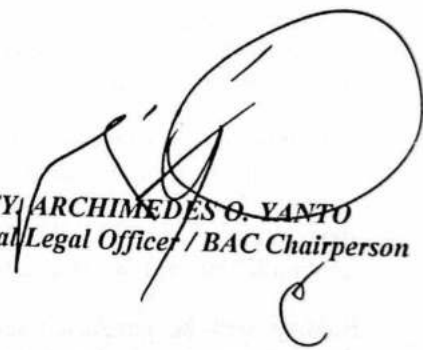
10. The *Provincial Government of Camarines Norte* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 35 and 41 of RA 9184 of the revised IRR of RA 9184 without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

ATTY. ARCHIMEDES O. YANTO
Provincial Legal Officer / BAC Chairperson
Provincial Capitol Bldg., Daet, Camarines Norte
(054) 885-1474

12. You may visit the website:

Philippine Government Electronic Procurement System (PhilGEPS)



ATTY. ARCHIMEDES O. YANTO
Provincial Legal 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 criterial 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 video conferencing/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>Line Canal System</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)																					
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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>1. Water Truck</td> <td style="text-align: center;">1,000 gal</td> <td style="text-align: center;">1</td> </tr> <tr> <td>2. Concrete Vibrator</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>3. Bagger Mixer</td> <td style="text-align: center;">One (1) bagger</td> <td style="text-align: center;">1</td> </tr> <tr> <td>4. Dump Truck</td> <td style="text-align: center;">10 cu.m.</td> <td style="text-align: center;">2</td> </tr> <tr> <td>5. Bar Cutter, Single Phase, 25mm</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>6. Payloader</td> <td style="text-align: center;">1.50 cu.m., LX80-2c</td> <td style="text-align: center;">1</td> </tr> <tr> <td>7. Backhoe with Pavement Breaker</td> <td style="text-align: center;">0.80 cu.m.</td> <td style="text-align: center;">1</td> </tr> <tr> <td>8. Bar Bender</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>9. Cargo Truck</td> <td></td> <td style="text-align: center;">1</td> </tr> <tr> <td>10. 4x4 Pick-up Type Service Vehicle</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. Water Truck	1,000 gal	1	2. Concrete Vibrator		1	3. Bagger Mixer	One (1) bagger	1	4. Dump Truck	10 cu.m.	2	5. Bar Cutter, Single Phase, 25mm		1	6. Payloader	1.50 cu.m., LX80-2c	1	7. Backhoe with Pavement Breaker	0.80 cu.m.	1	8. Bar Bender		1	9. Cargo Truck		1	10. 4x4 Pick-up Type Service Vehicle		1
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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: <ul style="list-style-type: none"> a. The amount of not less than <u>PhP 40,000.00</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 100,000.00</u> if bid security is in Surety Bond. 																																	
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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**

41. 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.
42. 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>
4.1	<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>For semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) 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 <i>5 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 10

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 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.

(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 11 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 103 - STRUCTURE EXCAVATION

103.1 Description

This Item shall consist of the necessary excavation for foundation of bridge, culverts, underdrains, and other structures not otherwise provided for in the Specifications. Except as otherwise provided for pipe culverts, the backfilling of completed structures and the disposal of all excavated surplus materials, shall be in accordance with these Specifications and in reasonably close conformity with the Plans or as established by the Engineer.

This Item shall include necessary diverting of live streams, bailing, pumping, draining, sheeting, bracing, and necessary construction of cribs and cofferdams, and furnishing the materials therefore, and the subsequent removal of cribs and cofferdams and the placing of all necessary backfill.

It shall also include the furnishing and placing of approved foundation fill material to replace unsuitable material encountered below the foundation elevation of structures.

No allowances will be made for classification of different types of material encountered.

103.2 Construction Requirements

103.2.1 Clearing and Grubbing

103.2.2 Excavation

General, all structures. The Contractor shall notify the Engineer sufficiently in advance of the beginning of any excavation so that cross-sectional elevations and measurements may be taken on the undisturbed ground. The natural ground adjacent to the structure shall not be disturbed without permission of the Engineer.

Trenches or foundation pits for structures or structure footing shall be excavated to the lines and grades or elevations shown on the Plans or as staked by the Engineer. They shall be of sufficient size to permit the placing of structures or structure footing of the full width and length shown. The elevations of the bottoms of footings, as shown on the Plans, shall be considered as approximate only and the Engineer may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary, to secure a satisfactory foundation.

Boulders, logs and other objectionable materials encountered in excavation shall be removed.

After each excavation is completed, the Contractor shall notify the Engineer to that effect and no

footing, bedding material or pipe culvert shall be placed until the Engineer has approved the depth of excavation and the character of the foundation material.

Structures other than pipe culverts. All rocks or other hard foundation materials shall be cleaned all loose materials, and cut to a firm surface, either level, stepped, or serrated as directed by the Engineer. All seams or crevices shall be cleaned and grouted. All loose and disintegrated rocks and thin strata shall be removed. When the footing is to rest on material other than rock, excavation to final grade shall not be made until just before the footing is to be placed. When the foundation material is soft or mucky or otherwise unsuitable, as determined by the Engineer, the Contractor shall remove the unsuitable material and backfill with approved granular material. This foundation fill shall be placed and compacted in 150 mm (6 inches) layers up to the foundation elevation.

When foundation piles are used, the excavation of each pit shall be completed before the piles are driven and any placing of foundation fill shall be done after the piles are driven. After the driving is completed, all loose and displaced materials shall be removed, leaving a smooth, solid bed to receive the footing.

Pipe Culverts. The width of the pipe trench shall be sufficient to permit satisfactory jointing of the pipe and thorough tamping of the bedding material under and around the pipe.

Where rock, harden, or other unyielding material is encountered, it shall be removed below the foundation grade for a depth of at least 300 mm or 4 mm for each 100 mm of fill over the top of pipe, whichever is greater, but not exceed three-quarters of the vertical inside diameter of the pipe. The width of the excavation shall be at least 300 mm (12 inches) greater than the horizontal outside diameter of the pipe. The excavation below grade shall be backfilled with selected fine compressible material, such as silty clay or loam, and lightly compacted in layers not over 150 mm (6 inches) in uncompacted depth to form a uniform but yielding foundation.

Where a firm foundation is not encountered at the grade established, due to soft, spongy, or other unstable soil such as unstable soil under the pipe and for a width of at least one diameter on each side of the pipe shall be removed to the depth directed by the Engineer and replaced with approved granular foundation fill material properly compacted to provide adequate support for the pipe, unless other special construction methods are called for on the Plans.

The foundation surface shall provide a firm foundation of uniform density throughout the length of the culvert and, if directed by the Engineer, shall be cambered in the direction parallel to the pipe centerline.

Where pipe culverts are to be placed in trenches excavated in embankments, the excavation of each trench shall be performed after the embankment has been constructed to a plane parallel to the proposed profile grade and to such height above the bottom of the pipe as shown on the Plans or directed by the Engineer.

103.2.3 Utilization of Excavated Material

All excavated material, so far as suitable, shall be utilized as backfill or embankment. The surplus materials shall be disposed off in such manner as not to obstruct the stream or otherwise impair the

efficiency or appearance of the structure. No excavated materials shall be deposited at any times so as to endanger the partly finished structure.

103.2.4 Cofferdams

uitable and practically watertight cofferdams shall be used wherever water-bearing strata are encountered above the elevation of the bottom of the excavation. If requested, the Contractor shall submit drawings showing his proposed method of cofferdam construction, as directed by the Engineer.

Cofferdams or cribs for foundation construction shall in general, be carried well below the bottoms of the footings and shall be well braced and as nearly watertight as practicable. In general, the interior dimensions of cofferdams shall be such as to give sufficient clearance for the construction of forms and the inspection of their exteriors, and to permit pumping outside of the forms. Cofferdams or cribs which are tilted or moved laterally during the process of sinking shall be righted or enlarged so as to provide the necessary clearance.

When conditions are encountered which, as determined by the Engineer, render it impracticable to dewater the foundation before placing the footing, the Engineer may require the construction of a concrete for such a thickness as to resist any possible uplift. The concrete for such seal shall be placed as shown on the Plans or directed by the Engineer. The foundation shall then be dewatered and the footing placed. When weighted cribs are employed and the mass is utilized to overcome partially the hydrostatic pressure acting against the bottom of the foundation seal, special anchorage such as dowels or keys shall be provided to transfer the entire mass of the crib to the foundation seal. When a foundation seal is placed under water. The cofferdams shall be vented or ported at low water level as directed.

Cofferdams shall be constructed so as to protect green concrete against damage from sudden rising of the stream and to prevent damage to the foundation by erosion. No timber or bracing shall be left in cofferdams or cribs in such a way as to extend into substructure masonry, without written permission from the Engineer.

Any pumping that may be permitted from the interior of any foundation enclosure shall be done in such a manner as to preclude the possibility of any portion of the concrete material being carried away. Any pumping required during the placing of concrete, or for a period of at least 24 hours thereafter, shall be done from a suitable sump located outside the concrete forms. Pumping to dewater a sealed cofferdam shall not commence forms. Pumping to dewater a sealed cofferdam shall not commence until the seal has set sufficiently to withstand the hydrostatic pressure.

Unless otherwise provided, cofferdams or cribs, with all sheeting and bracing involved therewith, shall be removed by the Contractor after the completion of the substructure. Removal shall be effected in such manner as not to disturb or mar finished masonry.

103.2.5 Preservation of Channel

Unless otherwise permitted, no excavation shall be made outside of caissons, cribs, cofferdams, or sheet piling, and the natural stream bed adjacent to structure shall not be disturbed without

permission from the Engineer. If any excavation or dredging is made at the side of the structure before caissons, cribs, or cofferdams are sunk in place, the Contractor shall, after the foundation base is in place, backfill all such excavations to the original ground surface or stream bed with material satisfactory to the Engineer.

103.2.6 Backfill and Embankment for Structures Other than Pipe Culverts

Excavated areas around structures shall be backfilled with free draining granular material approved by the Engineer and placed in horizontal layers not over 150 mm (6inches) in thickness, to the level of the original ground surface. Each layer shall be moistened or dried as required and thoroughly compacted with mechanical tampers.

In placing backfills or embankment, the material shall be placed simultaneously in so far as possible to approximately the same elevation on both sides of an abutment, pier or wall. If conditions require placing backfill or embankment appreciably higher on one side shall not be placed until masonry has been place for 14 days, or until tests made by the laboratory under the supervision of the Engineer establishes that the masonry has attained sufficient strength to withstand any pressure created by the methods used and materials placed without damage or strain beyond a safe factor.

Backfill or embankment shall not be placed behind the walls of concrete culverts or abutments or rigid frame structures until the top slab is placed and cured. Backfill and embankment behind abutments held at the top by the superstructure, and behind the sidewalls of culverts, shall be carried up simultaneously behind opposite abutments or sidewalls.

All embankments adjacent to structures shall be constructed in horizontal layers and compacted as prescribed in Subsection 104.3.3 except that mechanical tampers may be used for the required compaction. Special care shall be taken to prevent any wedging action against the structure and slopes bounding or within the areas to be filled shall be benched or serrated to prevent wedge action. The placing of embankment and the benching of slopes shall continue in such a manner that at all times there will be horizontal berm of thoroughly compacted material for a distance at least equal to the height of the abutment or wall to the backfilled against except insofar as undisturbed material obtrudes upon the area.

Broken rock or coarse sand and gravel shall be provided for a drainage filter at weepholes as shown on the Plans.

103.2.7 Bedding, Backfill, and Embankment for Pipe Culverts

Bedding, Backfill and Embankment for pipe culverts shall be done in accordance with Item 500, Pipe Culverts and Storm Drains.

103.3 Method of Measurement

103.3.1 Structure Excavation

The volume of excavation to be paid for will be the number of cubic metres measured in original

position of material acceptably excavated on conformity with the Plans as directed by the Engineer, but in no case, except as noted, will any of the following volumes be included in the measurement for payment.

The volume outside of vertical planes 450 mm (18inches) outside of and parallel to the neat lines of footings and the inside walls of pipe and pipe-arch culverts at their widest horizontal dimensions. The volume of excavation for culvert and sections outside the vertical plane for culverts stipulated in (1) above.

The volume outside of neat lines of underdrains as shown on the Plans, and outside the limits of foundation fill as ordered by the Engineer.

The volume included within the staked limits of the roadway excavation, contiguous channel changes, ditches, etc., for which payment is otherwise provided in the Specification,

Volume of water or other liquid resulting from construction operations and which can be pumped or drained away.

The volume of any excavation performed prior to the taking of elevations and measurements of the undisturbed ground.

The volume of any material rehandled ,except that where the Plans indicate or the Engineer directs the excavation after embankment has been placed and except that when installation of pipe culverts by the imperfect trench method specified in Item 500 is required, the volume of material re-excavated as directed will be included.

The volume of excavation for footings ordered at a depth more than 1.5m (60inches) below the lowest elevation for such footings shown on the original Contract Plans, unless the Bill of Quantities contains a pay item for excavation ordered below the elevations shown on the Plans for individual footings.

103.3.3 Free Draining Backfill

The Contractor shall supply, place and compact free-draining backfill to the lines, grades and dimensions and in the locations shown on the Drawings or instructed.

Free draining backfill shall be obtained from approved sources and shall be well graded with a maximum dimension of 150 mm, and not more than 5% smaller than 0.075 mm. Freed draining backfill placed within 1 m of concrete structures shall not contain rocks larger than 75 mm in maximum dimension and shall be placed carefully so as not to damage the structure.

The material shall be handled and placed in such a manner as to prevent segregation.

Free draining backfill shall be deposited in horizontal layers not more than 150 mm thick after being compacted, and shall be thoroughly wetted for the purpose of compaction, as determined by the

Engineer, and the moisture content shall be uniform throughout the layer.

Free draining backfill shall be compacted with 2 passes of a vibratory plate compactor having a minimum static mass of 100 kg.

103.3.5 Basis of Payment

The accepted quantities, measured as prescribed in Section 103.3, shall be paid for at the contract unit price for each of the particular pay items listed below that is included in the Bill of Quantities. The payment shall constitute full compensation for the removal and disposal of excavated materials including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item, except as follows:

Any excavation for footings ordered at a depth more than 1.5m below the lowest elevation shown on the original Contract Plans will be paid for as provided in Part K, Measurement and Payment, unless a pay item for excavation ordered below Plan elevation appears in the Bill of Quantities.

Concrete will be measured and paid for as provided under Item 405, Structural Concrete. Any roadway or borrow excavation required in excess of the quantity excavated for structures will be measured and paid for as provided under Item 102.

Payment will be made under:

Pay Item Number	Description	Unit of Measurement
103 (1)	Structure Excavation	Cubic Meter
103 (2)	Backfill (from structural excavation)	Cubic Meter
103 (3)	Foundation Fill	Cubic Meter
103 (4)	Excavation ordered below Plan elevation	Cubic Meter
103 (6)	Pipe culverts and drain excavation	Cubic Meter

ITEM 404 – REINFORCING STEEL

404.1 Description

This Item shall consist of furnishing, bending, fabricating and placing of steel reinforcement of the type, size, shape and grade required in accordance with this Specification and in conformity with the requirements shown on the Plans or as directed by the Engineer.

404.2 Material Requirements

Reinforcing steel shall meet the requirements of item 710, Reinforcing Steel and Wire Rope.

4.4.3 Construction Requirements

404.3.1 Order Lists

Before materials are ordered, all order lists and bending diagrams shall be furnished by the Contractor, for approval of the Engineer. The approval of order lists and bending diagrams by the Engineer shall in no way relieve the Contractor of responsibility for the correctness of such lists and diagrams. Any expense incident to the revisions of materials furnished in accordance with such lists and diagrams to make them comply with the Plans shall be borne by the Contractor.

404.3.2 Protection of Material

Steel reinforcement shall be stored above the surface of the ground upon platforms, skids, or other supports and shall be protected as far as practicable from mechanical injury and surface deterioration caused by exposure to conditions producing rust. When placed in the work, reinforcement shall be free from dirt, detrimental rust, loose scale, paint, grease, oil, or other foreign materials. Reinforcement shall be free from injurious defects such as cracks and laminations. Rust, surface seams, surface irregularities or mill scale will not be cause for rejection, provided the minimum dimensions, cross sectional area and tensile properties of a hand wire brushed specimen meets the physical requirements for the size and grade of steel specified.

404.3.3 Bending

All reinforcing bars requiring bending shall be cold-bent to the shapes shown on the Plans or required by the Engineer. Bars shall be bent around a circular pin having the Pin diameter (D) following diameters (D) in relation to the diameter of the bar (d):

Nominal diameter, d, mm	
10 to 20	6d
25 to 28	8d
32 and greater	10d

Bends and hooks in stirrups or ties may be bent to the diameter of the principal bar enclosed therein.

404.3.4 Placing and Fastening

All steel reinforcement shall be accurately placed in the position shown on the Plans or required by the Engineer and firmly held there during the placing and setting of the concrete. Bars shall be tied at all intersections except where spacing is less than 300mm in each directions, in which case, alternate intersections shall be tied. Ties shall be fastened on the inside.

Distance from the forms shall be maintained by means of stays, blocks, ties, hangers, or other approved supports, so that it does not vary from the position indicated on the Plans by more than 6mm. Blocks for holding reinforcement from contact with the forms shall be precast mortar blocks of approved shapes and dimensions. Layers of bars shall be separated by precast mortar blocks or by other equally suitable devices. The use of pebbles, pieces of broken stone or brick, metal pipe and wooden blocks shall not be permitted. Unless otherwise shown on the Plans or required by the Engineer, the minimum distance between bars shall be 40mm. Reinforcement in any member shall be placed and then inspected and approved by the Engineer before the placing of concrete begins. Concrete placed in violation of this provision may be rejected and removal may be required. If fabric reinforcement is shipped in rolls, it shall be straightened before being placed. Bundled bars shall be tied together at not more than 1.8m intervals.

404.3.5 Splicing

All reinforcement shall be furnished in the full lengths indicated on the Plans. Splicing of bars, except where shown on the Plans, will not be permitted without the written approval of the Engineer. Splices shall be staggered as far as possible and with a minimum separation of not less than 40 bar diameters. Not more than one-third of the bars may be spliced in the same cross-section, except where shown on the Plans.

Unless otherwise shown on the Plans, bars shall be lapped a minimum distance of:	Grade 40 min. lap	Grade 60 min. lap	But not less than
Splice Type			
Tension	24 bar dia	36 bar dia	300 mm
Compression	20 bar dia	24 bar dia	300 mm

In lapped splices, the bars shall be placed in contact and wired together. Lapped splices will not be permitted at locations where the concrete section is insufficient to provide minimum clear distance of one and one-third the maximum size of coarse aggregate between the splice and the nearest adjacent bar. Welding of reinforcing steel shall be done only if detailed on the Plans or if authorized by the Engineer in writing. Spiral reinforcement shall be spliced by lapping at least one and a half turns or by butt welding unless otherwise shown on the Plans.

404.3.6 Lapping of Bar Mat

Sheets of mesh or bar mat reinforcement shall overlap each other sufficiently to maintain a uniform strength and shall be securely fastened at the ends and edges. The overlap shall not be less than one mesh in width.

404.4 Method of Measurement

The quantity of reinforcing steel to be paid for will be the final quantity placed and accepted in the completed structure.

No allowance will be made for tie-wires, separators, wire chairs and other material used in fastening the reinforcing steel in place. If bars are substituted upon the Contractor’s request and approved by the Engineer and as a result thereof more steel is used than specified, only the mass specified shall be measured for payment.

No measurement or payment will be made for splices added by the Contractor unless directed or approved by the Engineer.

When there is no item for reinforcing steel in the Bill of Quantities, costs will be considered as incidental to the other items in the Bill of Quantities.

404.5 Basis of Payment

The accepted quantity, measured as prescribed in Section 404.4, shall be paid for at the contract unit price for Reinforcing Steel which price and payment shall be full compensation for furnishing and

placing all materials, including all labor, equipment, tools and incidentals necessary to complete the work prescribed in this Item.

Payment will be made under: Pay Item Number	Description	Unit of Measurement
404	Reinforcing Steel	Kilogram

ITEM 405 – STRUCTURAL CONCRETE

405.1 Description

405.1.1 Scope

This Item shall consist of furnishing, bending, placing and finishing concrete in all structures except pavements in accordance with this Specification and conforming to the lines, grades, and dimensions shown on the Plans. Concrete shall consist of a mixture of Portland Cement, fine aggregate, coarse aggregate, admixture when specified, and water mixed in the proportions specified or approved by the Engineer.

405.1.2 Classes and Uses of Concrete

Five classes of concrete are provided for in this Item, namely: A, B, C, P and Seal. Each class shall be used in that part of the structure as called for on the Plans.

The classes of concrete will generally be used as follows:

Class A – All superstructures and heavily reinforced substructures. The important parts of the structure included are slabs, beams, girders, columns, arch ribs, box culverts, reinforced abutments, retaining walls, and reinforced footings.

Class B – Footings, pedestals, massive pier shafts, pipe bedding, and gravity walls, unreinforced or with only a small amount of reinforcement.

Class C – Thin reinforced sections, railings, precast R.C. piles and cribbing and for filler in steel grid floors.

Class P – Prestressed concrete structures and members.

Seal – Concrete deposited in water.

405.2 Material Requirements

405.2.1 Portland Cement

It shall conform to all the requirements of Subsection 311.2.1.

405.2.2 Fine Aggregate

It shall conform to all the requirements of Subsection 311.2.2.

405.2.3 Coarse Aggregate

It shall conform all the requirements of Subsection 311.2.3 except that gradation shall conform to Table 405.1.

Table 405.1 – Grading Requirements Mass Percent Passing
for Coarse Aggregate Sieve
Designation

Standard Mm	Alternate US Standard	Class A	Class B	Class C	Class P	Class Seal
63	2-1/2"	100	100	100	100	100
50	2"	95 – 100	95 – 100	90 – 100	95 – 100	95 – 100
37.5	1-1/2"	-	-	40 – 70	-	-
25	1"	35 – 70	35 – 70	0 – 15*	20 – 55	25 – 60
19.0	3/4"	-	-		0 – 10*	-
12.5	1/2"	10 – 30	10 – 30			0 – 10*
9.5	3/8"	0 - 5	- 0 - 5			
4.75	No.4					

* The measured cement content shall be within plus (+) or minus (-) 2 mass percent of the design cement content.

405.2.4 Water

It shall conform to the requirements of Subsection 311.2.4

405.2.5 Reinforcing Steel

It shall conform to the requirements of Item 710, Reinforcing Steel and Wire Rope.

405.2.6 Admixtures

Admixtures shall conform to the requirements of Subsection 311.2.7

405.2.7 Curing Materials

Curing materials shall conform to the requirements of Subsection 311.2.8.

405.2.8 Expansion Joint Materials

Expansion joint materials shall be:

1. Preformed Sponge Rubber and Cork, conforming to AASHTO M 153.
2. Hot-Poured Elastic Type, conforming to AASHTO M 173.
3. Preformed Fillers, conforming to AASHTO M 213.

405.2.9 Elastomeric Compression Joint Seals

These shall conform to AASHTO M 220.

405.2.10 Elastomeric Bearing Pads

These shall conform to AASHTO M 251 or Item 412 – Elastomeric Bearing Pads.

405.2.11 Storage of Cement and Aggregates

Storage of cement and aggregates shall conform to all the requirements of Subsection 311.2.10.

405.3 Sampling and Testing of Structural Concrete

As work progresses, at least one (1) sample consisting of three (3) concrete cylinder test specimens, 150 x 300mm (6 x 12 inches), shall be taken from each seventy five (75) cubic meters of each class of concrete or fraction thereof placed each day.

Compliance with the requirements of this Section shall be determined in accordance with the following standard methods of AASHTO:

- Sampling of fresh concrete T 141
- Weight per cubic metre and air content (gravi- Metric) of concrete T 121
- Sieve analysis of fine and coarse aggregates T 27
- Slump of Portland Cement Concrete T 119
- Specific gravity and absorption of fine aggregate T 84
- Tests for strength shall be T 23
made in accordance with the T 22
following: Making and curing
concrete compressive and
flexural tests specimens in the
field
- Compressive strength of
molded concrete Cylinders

405.4 Production Requirements

405.4.1 Proportioning and Strength of Structural Concrete

The concrete materials shall be proportioned in accordance with the requirements for each class of concrete as specified in Table 405.2, using the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1. “Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete”. Other methods of proportioning may be employed in the mix design with prior approval of the Engineer. The mix shall either be designed or approved by the Engineer. A change in the source of materials during the progress of work may necessitate a new mix design.

The strength requirements for each class of concrete shall be as specified in Table 405.2.

Table 405.2 - Composition and Strength of Concrete for Use in Structures

Class Of Concrete	Minimum Cement Content Per m ³ kg (bag**)	Maximum Water/Cement Ratio kg/kg	Consistency Range in Slump mm (inch)	Designated Size of Coarse Aggregate Square Opening Std. mm	Minimum Compressive Strength of 150x300mm Concrete
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					Cylinder Specimen at 28 days, MN/m ² (psi)
A	360	0.53	50 – 100	37.5 –	20.7
B	(9 bags)	0.58	(2 – 4)	4.75	(3000)
C	320	0.55	50 – 100	(1-1/2” –	16.5
P	(8 bags)	0.49	(2 – 4)	No. 4)	(2400)
Seal	380	0.58	50 – 100	50 – 4.75	20.7
	(9.5 bags)		(2 – 4)	(2” – No.	(3000)
	440		100 max.	4)	37.7
	(11 bags)		(4 max.)	12.5 –	(5000)
	380		100 – 200	4.75	20.7
	(9.5 bags)		(4 - 8)	(1/2” –	(3000)
				No. 4)	
				19.0 –	
				4.75	
				(3/4” –	
				No. 4)	
				25 – 4.75	
				(1” – No.	
				4)	

* The measured cement content shall be within plus or minus 2 mass percent of the design cement content.

** Based on 40 kg/bag

405.4.2 Consistency

Concrete shall have a consistency such that it will be workable in the required position. It shall be of such a consistency that it will flow around reinforcing steel but individual particles of the coarse aggregate when isolated shall show a coating of mortar containing its proportionate amount of sand. The consistency of concrete shall be gauged by the ability of the equipment to properly place it and not by the difficulty in mixing and transporting. The quantity of mixing water shall be determined by the Engineer and shall not be varied without his consent. Concrete as dry as it is practical to place with the equipment specified shall be used.

405.4.3 Batching

Measuring and batching of materials shall be done at a batching plant.

1. Portland Cement

Either sacked or bulk cement may be used. No fraction of a sack of cement shall be used in a batch of concrete unless the cement is weighed. All bulk cement shall be weighed on an approved weighing device. The bulk cement weighing hopper shall be properly sealed and vented to preclude dusting operation. The discharge chute shall not be suspended from the weighing hopper and shall be so arranged that cement will neither be lodged in it nor leak from it.

Accuracy of batching shall be within plus (+) or minus (-) 1 mass percent.

2. Water

Water may be measured either by volume or by weight. The accuracy of measuring the water shall be within a range of error of not more than 1 percent.

3. Aggregates

Stockpiling of aggregates shall be in accordance with Subsection 311.2.10. All aggregates whether produced or handled by hydraulic methods or washed, shall be stockpiled or binned for draining for at least 12 hours prior to batching. Rail shipment requiring more than 12 hours will be accepted as adequate binning only if the car bodies permit free drainage. If the aggregates contain high or non-uniform moisture content, storage or stockpile period in excess of 12 hours may be required by the Engineer.

Batching shall be conducted as to result in a 2 mass percent maximum tolerance for the required materials.

4. Bins and Scales

The batching plant shall include separate bins for bulk cement, fine aggregate and for each size of coarse aggregate, a weighing hopper, and scales capable of determining accurately the mass of each component of the batch.

Scales shall be accurate to one-half (0.5) percent throughout the range used.

5. Batching

When batches are hauled to the mixer, bulk cement shall be transported either in waterproof compartments or between the fine and coarse aggregate. When cement is placed in contact with moist aggregates, batches will be rejected unless mixed within 1-1/2 hours of such contact. Sacked cement may be transported on top of the aggregates.

Batches shall be delivered to the mixer separate and intact. Each batch shall be dumped cleanly into the mixer without loss, and, when more than one batch is carried on the truck, without spilling of material from one batch compartment into another.

6. Admixtures

The Contractor shall follow an approved procedure for adding the specified amount of admixture to each batch and will be responsible for its uniform operation during the progress of the work. He shall provide separate scales for the admixtures which are to be proportioned by weight, and accurate measures for those to be proportioned by volume. Admixtures shall be measured into the mixer with an accuracy of plus or minus three (3) percent.

The use of Calcium Chloride as an admixture will not be permitted.

405.4.4 Mixing and Delivery

Concrete may be mixed at the site of construction, at a central point or by a combination of central point and truck mixing or by a combination of central point mixing and truck agitating. Mixing and delivery of concrete shall be in accordance with the appropriate requirements of AASHTO M 157 except as modified in the following paragraphs of this section, for truck mixing or a combination of central point and truck mixing or truck agitating. Delivery of concrete shall be regulated so that

placing is at a continuous rate unless delayed by the placing operations. The intervals between delivery of batches shall not be so great as to allow the concrete in place to harden partially, and in no case shall such an interval exceed 30 minutes.

In exceptional cases and when volumetric measurements are authorized, for small project requiring less than 75 cu.m. per day of pouring, the weight proportions shall be converted to equivalent volumetric proportions. In such cases, suitable allowance shall be made for variations in the moisture condition of the aggregates, including the bulking effect in the fine aggregate. Batching and mixing shall be in accordance with ASTM C 685, Section 6 through 9.

Concrete mixing, by chute is allowed provided that a weighing scales for determining the batch weight will be used.

For batch mixing at the site of construction or at a central point, a batch mixer of an approved type shall be used. Mixer having a rated capacity of less than a one-bag batch shall not be used. The volume of concrete mixed per batch shall not exceed the mixer's nominal capacity as shown on the manufacturer's standard rating plate on the mixer except that an overload up to 10 percent above the mixer's nominal capacity may be permitted, provided concrete test data for strength, segregation, and uniform consistency are satisfactory and provided no spillage of concrete takes place. The batch shall be so charge into the drum that a portion of the water shall enter in advance of the cement and aggregates. The flow of water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Mixing time shall be measured from the time all materials, except water, are in the drum. Mixing time shall not be less than 60 seconds for mixers having a capacity of 1.5m³ or less. For mixers having a capacity greater than 1.5m³, the mixing time shall not be less than 90 seconds. If timing starts, the instant the skip reaches its maximum raised position, 4 seconds shall be added to the specified mixing time. Mixing time ends when the discharge chute opens.

The mixer shall be operated at the drum speed as shown on the manufacturer's name plate on the mixer. Any concrete mixed less than the specified time shall be discarded and disposed off by the Contractor at his own expenses.

The timing device on stationary mixers shall be equipped with a bell or other suitable warning device adjusted to give a clearly audible signal each time the lock is released. In case of failure of the timing device, the Contractor will be permitted to continue operations while it is being repaired, provided he furnishes an approved timepiece equipped with minute and second hands. If the timing device is not placed in good working order within 24 hours, further use of the mixer will be prohibited until repairs are made.

Retempering concrete will not be permitted. Admixtures for increasing the workability, for retarding the set, or for accelerating the set or improving the pumping characteristics of the concrete will be permitted only when specifically provided for in the Contract, or authorized in writing by the Engineer.

1. Mixing Concrete: General

Concrete shall be thoroughly mixed in a mixer of an approved size and type that will insure a uniform distribution of the materials throughout the mass.

All concrete shall be mixed in mechanically operated mixers. Mixing plant and equipment for transporting and placing concrete shall be arranged with an ample auxiliary installation to provide a

minimum supply of concrete in case of breakdown of machinery or in case the normal supply of concrete is disrupted. The auxiliary supply of concrete shall be sufficient to complete the casting of a section up to a construction joint that will meet the approval of the Engineer.

Equipment having components made of aluminum or magnesium alloys, which would have contact with plastic concrete during mixing, transporting or pumping of Portland Cement concrete, shall not be used.

Concrete mixers shall be equipped with adequate water storage and a device of accurately measuring and automatically controlling the amount of water used.

Materials shall be measured by weighing. The apparatus provided for weighing the aggregates and cement shall be suitably designed and constructed for this purpose. The accuracy of all weighing devices except that for water shall be such that successive quantities can be measured to within one percent of the desired amounts. The water measuring device shall be accurate to plus or minus 0.5 mass percent. All measuring devices shall be subject to the approval of the Engineer. Scales and measuring devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.

Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the entire plant is running, the scale reading at cut-off shall not vary from the weight designated by the Engineer more than one mass percent for cement, 1-1/2 mass percent for any size of aggregate, or one (1) mass percent for the total aggregate in any batch.

2. Mixing Concrete at Site

Concrete mixers may be of the revolving drum or the revolving blade type and the mixing drum or blades shall be operated uniformly at the mixing speed recommended by the manufacturer. The pick-up and throw-over blades of mixers shall be restored or replaced when any part or section is worn 20mm or more below the original height of the manufacturer's design. Mixers and agitators which have an accumulation of hard concrete or mortar shall not be used.

When bulk cement is used and volume of the batch is 0.5m³ or more, the scale and weigh hopper for Portland Cement shall be separate and distinct from the aggregate hopper or hoppers. The discharge mechanism of the bulk cement weigh hopper shall be interlocked against opening before the full amount of cement is in the hopper. The discharging mechanism shall also be interlocked against opening when the amount of cement in the hopper is underweight by more than one (1) mass percent or overweight by more than 3 mass percent of the amount specified.

When the aggregate contains more water than the quantity necessary to produce a saturated surface dry condition, representative samples shall be taken and the moisture content determined for each kind of aggregate.

The batch shall be so charged into the mixer that some water will enter in advance of cement and aggregate. All water shall be in the drum by the end of the first quarter of the specified mixing time. Cement shall be batched and charged into the mixer so that it will not result in loss of cement due to the effect of wind, or in accumulation of cement on surface of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cement in the concrete mixture.

The entire content of a batch mixer shall be removed from the drum before materials for a succeeding batch are placed therein. The materials composing a batch except water shall be deposited simultaneously into the mixer.

All concrete shall be mixed for a period of not less than 1-1/2 minutes after all materials, including water, are in the mixer. During the period of mixing, the mixer shall operate at the speed for which it has been designed.

Mixers shall be operated with an automatic timing device that can be locked by the Engineer. The time device and discharge mechanics shall be so interlocked that during normal operation no part of the batch will be charged until the specified mixing time has elapsed.

The first batch of concrete materials placed in the mixer shall contain a sufficient excess of cement, sand, and water to coat inside of the drum without reducing the required mortar content of the mix. When mixing is to cease for a period of one hour or more, the mixer shall be thoroughly cleaned.

3. Mixing Concrete at Central Plant

Mixing at central plant shall conform to the requirements for mixing at the site.

4. Mixing Concrete in Truck

Truck mixers, unless otherwise authorized by the Engineer, shall be of the revolving drum type, water-tight, and so constructed that the concrete can be mixed to insure a uniform distribution of materials throughout the mass. All solid materials for the concrete shall be accurately measured and charged into the drum at the proportioning plant. Except as subsequently provided, the truck mixer shall be equipped with a device by which the quantity of water added can be readily verified. The mixing water may be added directly to the batch, in which case a tank is not required. Truck mixers may be required to be provided with a means of which the mixing time can be readily verified by the Engineer. The maximum size of batch in truck mixers shall not exceed the minimum rated capacity of the mixer as stated by the manufacturer and stamped in metal on the mixer. Truck mixing, shall, unless otherwise directed be continued for not less than 100 revolutions after all ingredients, including water, are in the drum. The mixing speed shall not be less than 4 rpm, nor more than 6 rpm.

Mixing shall begin within 30 minutes after the cement has been added either to the water or aggregate, but when cement is charged into a mixer drum containing water or surface wet aggregate and when the temperature is above 32°C, this limit shall be reduced to 15 minutes. The limitation in time between the introduction of the cement to the aggregate and the beginning of the mixing may be waived when, in the judgement of the Engineer, the aggregate is sufficiently free from moisture, so that there will be no harmful effects on the cement.

When a truck mixer is used for transportation, the mixing time specified in Subsection 405.4.4 (3) at a stationary mixer may be reduced to 30 seconds and the mixing completed in a truck mixer. The mixing time in the truck mixer shall be as specified for truck mixing.

1. Transporting Mixed Concrete

Mixed concrete may only be transported to the delivery point in truck agitators or truck mixers operating at the speed designated by the manufacturers of the equipment as agitating speed, or in non-agitating hauling equipment, provided the consistency and workability of the mixed concrete upon discharge at the delivery point is suitable point for adequate placement and consolidation in place.

Truck agitators shall be loaded not to exceed the manufacturer's guaranteed capacity. They shall maintain the mixed concrete in a thoroughly mixed and uniform mass during hauling.

No additional mixing water shall be incorporated into the concrete during hauling or after arrival at the delivery point.

The rate of discharge of mixed concrete from truck mixers or agitators shall be controlled by the speed of rotation of the drum in the discharge direction with the discharge gate fully open.

When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within one hour, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete or when the temperature of the concrete is 30oC, or above, a time less than one hour will be required.

2. Delivery of Mixed Concrete

The Contractor shall have sufficient plant capacity and transportation apparatus to insure continuous delivery at the rate required. The rate of delivery of concrete during concreting operations shall be such as to provide for the proper handling, placing and finishing of the concrete. The rate shall be such that the interval between batches shall not exceed 20 minutes. The methods of delivering and handling the concrete shall be such as will facilitate placing of the minimum handling.

405.5 Method of Measurement

The quantity of structural concrete to be paid for will be the final quantity placed and accepted in the completed structure. No deduction will be made for the volume occupied by pipe less than 100mm (4 inches) in diameter or by reinforcing steel, anchors, conduits, weep holes or expansion joint materials.

405.6 Basis of Payment

The accepted quantities, measured as prescribed in Section 405.5, shall be paid for at the contract unit price for each of the Pay Item listed below that is included in the Bill of Quantities.

Payment shall constitute full compensation for furnishing, placing and finishing concrete including all labor, equipment, tools and incidentals necessary to complete the work prescribed in the item.

Payment will be made under: Pay Item Number	Description	Unit of Measurement
405 (1)	Structural Concrete,	Cubic Meter
405 (2)	Class A	Cubic Meter
405 (3) 405 (4) 405 (5)	Structural Concrete, Class B	Cubic Meter
	Structural Concrete, Class C	Cubic Meter
	Structural Concrete, Class P	
	Seal Concrete	

Section VII. Drawings

Republic of the Philippines
Province of Camarines Norte
Daet

DETAILED ENGINEERING DESIGN

CONSTRUCTION OF DRAINAGE CANAL

BRGY. MAN -OGOB, SAN VICENTE, CAMARINES NORTE

Construction of 128.40 km open line canal and 61.60m covered line canal.



PROVINCE OF CAMARINES NORTE
OFFICE OF THE
PROVINCIAL ENGINEER
D.M.T. CAMARINES NORTE

PROJECT TITLE:

CONSTRUCTION OF DRAINAGE CANAL
Brg. Man. Gdb. San Vicente, Camarines Norte

PREPARED BY:

NIRESKA GUARDIAN
ENGINEER

DRAWN AND SUBMITTED:

SHILEE T. YANTO
CIVIL ENGINEERING DIVISION

DESIGNED & VERIFIED BY:

THEOPHILIA ALER
ASST. PROVIN. ENGINEER

RECOMMENDING APPROVAL:

JOHN MARVIN S. TOBIAS
PROVIN. ENGINEER

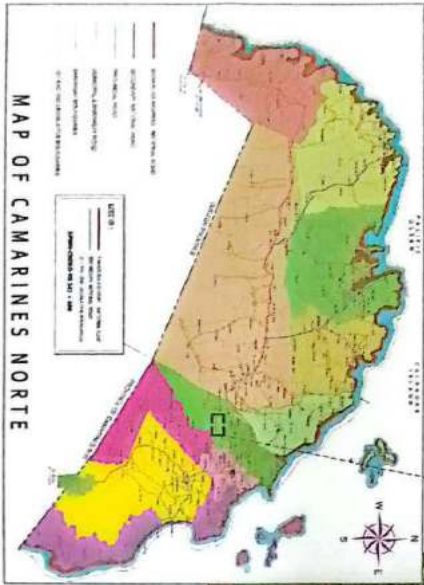
APPROVED BY:

RICHARTE R. PADILLA
PROVIN. ENGINEER

SHEET CONTENT:

LOCATION MAP
PROVINCIAL MAP &
VICINITY MAP

SHEET NO. 1 / 4



LOCATION PLAN
TO
SCALE

PROVINCIAL MAP
Scale
NTS



PROVINCE OF CAGAYAN NORTE
OFFICE OF THE
PROVINCIAL ENGINEER
D.A.T., CAGAYAN NORTE

PROJECT TITLE:
CONSTRUCTION OF DRAINAGE CANAL
Eg. Man. Opn. San Marcos, Camarines Norte

PREPARED BY:
[Signature]
NEVES V. RANJOLAN
ENGINEER

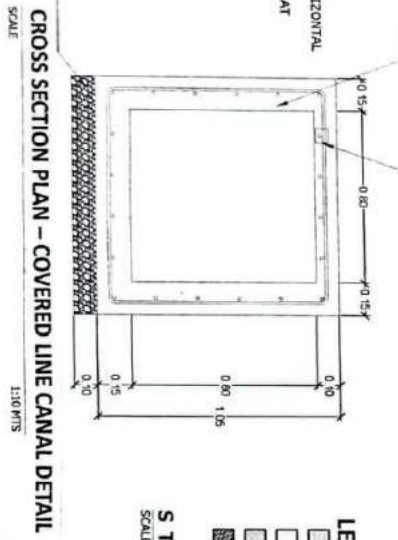
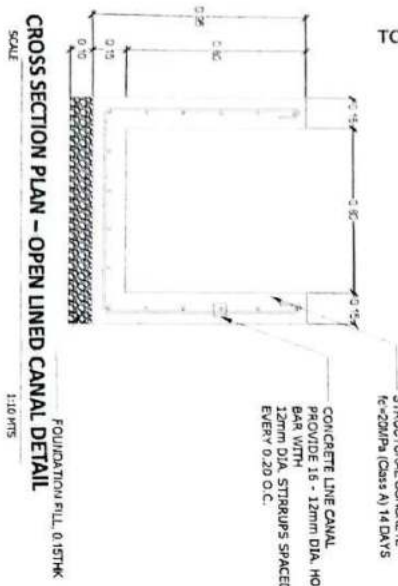
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SALLETT, Y. AGTO
CHIEF PLANNING DIVISION

REVIEWED BY:
[Signature]
FLORENTINA S. BIER
ASST. PROVINCIAL ENGINEER

RECOMMENDING APPROVAL:
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JOHN MARVIN S. TOBIAS
PROVINCIAL ENGINEER

APPROVED BY:
[Signature]
ROBERTO R. PADILLA
PROVINCIAL ENGINEER

SHEET CONTENT
Straightline and Detailed
Section of Open and Close
Line Canal
SHEET NO. 3/4



- LEGEND:**
- PROPOSED COVERED LINE CANAL/REMOVAL OF EXISTING PAVEMENT = 61.60LM
 - PROPOSED OPEN LINE CANAL = 128.40 LM
 - EXISTING LINE CANAL
 - JUNCTION ROAD

STRAIGHTLINE DIAGRAM
SCALE N.T.S.





PROVINCE OF CAMARINES NORTE
OFFICE OF THE
PROVINCIAL ENGINEER
DAET, CAMARINES NORTE

PROJECT TITLE:
CONSTRUCTION OF DRAINAGE CANAL
Egr. Maj. Gen. San Marcos, Camarines Norte

PREPARED BY:
[Signature]
NEVES V. GUARDIAN
ENGINEER

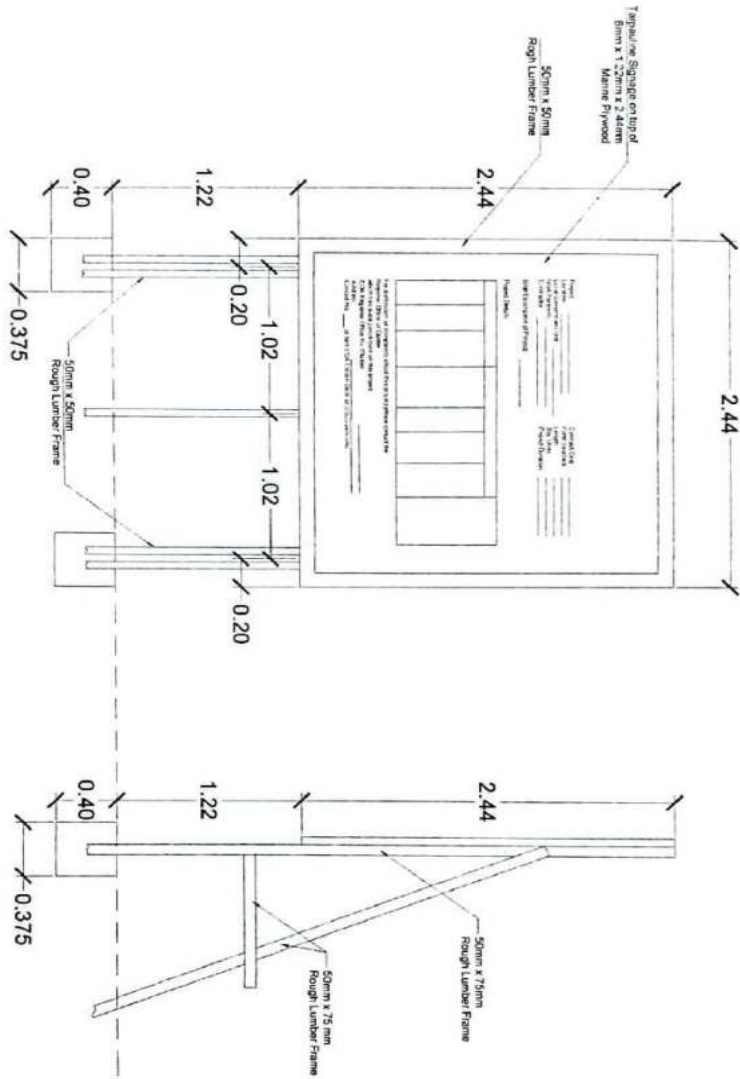
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SAHLE T. YANO
PLANNING DIVISION

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ASST. PROVINCIAL ENGINEER

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JOHN MARVIN S. TOBIAS
PHYSICAL ENGINEER

APPROVED BY:
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RICHARTE R. PADILLA
PROVINCIAL ENGINEER

SHEET CONTENT
Project
Billboard
SHEET NO. 4 / 4



GILBOARD 1) FRONT & REAR ELEVATION
SCALE 1:200 METERS

DRAWINGS AVAILABLE AT THE BAC OFFICE

Section VIII. Bill of Quantities

BILL OF QUANTITIES

CONSTRUCTION OF DRAINAGE CANAL

Brgy. Man-ogob, San Vicente, Camarines Norte

Item No.	Scope of Work	Unit	Quantity	Unit Price	TOTAL
A.1.1 (3)	Provision of field office for the engineer	Month	4.00		
A.1.1 (8)	Provision of 4x4 pick-up type service vehicle for the engineer on rental basis	Days	15.00		
B.5	Project Billboard/Signboard	Each	1.00		
B.7	Occupational Safety and Health Program	Month	4.00		
B.9	Mobilization/Demobilization	LS	1.00		
101(4)	Removal of Existing Concrete Pavement	Sq.m.	77.74		
103	Structure Excavation	Cu.m.	219.45		
103(3)	Foundation Fill	Cu.m.	20.90		
404	Reinforcing Steel Bar, (Grade 40)	Kgs	6,582.55		
405	Structural Concrete Class A	Cu.m.	83.53		
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;

- c. Performance Security;
 - d. Notice of Award of Contract and the Bidder's conforme thereto; and
 - e. 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)];

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

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

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

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

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the 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
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the

Project].

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

10. 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 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 Proc



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

OPW 12 2/10/16
10-10-2016

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 GCM 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 WRO/MCA

Department of Public Works and Highways
Office of the Secretary



WIN6W01961



