

# **PHILIPPINE BIDDING DOCUMENTS**

## **Construction and Improvement of Various Facilities at URS Morong and Tanay Campuses URS-23-23-011/ URS-23-24-052**

Government of the Republic of the Philippines

**UNIVERSITY OF RIZAL SYSTEM**

**Sixth Edition  
July 2020**

# 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 note 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***

### **Notes on the Invitation to Bid**

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria.

The IB should be incorporated into the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.



Republic of the Philippines  
**UNIVERSITY OF RIZAL SYSTEM**  
 Province of Rizal  
 www.urs.edu.ph  
 Email Address: [spmo@urs.edu.ph](mailto:spmo@urs.edu.ph)  
 Tel/Fax: 8653-2860



**Invitation to Bid  
 for the  
 Construction and Improvement of Various Facilities at URS  
 Morong and Tanay Campuses**

1. The **University of Rizal System**, through the **fund 011 & fund 052 of 2023** intends to apply the amount listed below being the Approved Budget for the contract (ABC) to payment under the contract for each lot. Bids received in excess of the ABC for each lot shall be automatically rejected at bid opening.

| Lot No. | Project Name/Title  | ABC   | Contract Duration |
|---------|---|---|-------------------|
| 1       | Construction of RDEP (Kiosk) for URS Morong and Tanay Campuses URS-23-23-011  | <b>P 462,758.08</b>                                 | 45 calendar days  |
| 2       | Construction of Guard House at Main Gate at URS Tanay Campus and Improvement of the RDEP Building at URS Tanay Campus URS-23-24-052 | P 398,403.10<br>P 499,443.72<br><b>P 897,846.82</b> | 60 calendar days  |

2. The **University of Rizal System** now invites bids for the above Procurement Project. Completion of the Works is required as listed above. 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 (RA) No. 9184.
4. Interested bidders may obtain further information from **University of Rizal System** and inspect the Bidding Documents at the address given below from **Monday to Friday, 8:00 AM to 5:00 PM.**
5. A complete set of Bidding Documents may be acquired by interested bidders on **November 21, 2023** from given address and website/s below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by

the GPPB, in the amount of **One Thousand Pesos (₱1,000.00) for Lot 1 & One Thousand Pesos (₱1,000.00) for Lot 2.** The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

6. The **University of Rizal System** will hold a Pre-Bid Conference<sup>1</sup> on **November 29, 2023 at 1:00 PM** at **O.P. Conference Room 3<sup>rd</sup> Flr., J. Sumulong St., Brgy San Juan, Morong, Rizal**, which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **1:00 PM of December 11, 2023**. 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 16.
9. Bid opening shall be on **December 11, 2023 at 1:30 PM** at **O.P. Conference Room 3<sup>rd</sup> Flr., URS Morong Campus, J. Sumulong St., Brgy San Juan, Morong, Rizal**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The **University of Rizal System** 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 Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

*Mr. John John C. Faulve  
Head of BAC Secretariat  
URS Morong Campus, J. Sumulong St., Brgy San Juan, Morong, Rizal  
Tel. No. 8653-2860  
Email: [spmo@urs.edu.ph](mailto:spmo@urs.edu.ph) / [bacsecretariat@urs.edu.ph](mailto:bacsecretariat@urs.edu.ph)*

12. You may visit the following websites:

For downloading of Bidding Documents: <http://www.urs.edu.ph/bid-opportunities/>

*November 21, 2023*

NELSON S. GONZALES, Ed. D.  
Chairperson, Bids and Awards Committee

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<sup>1</sup> May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a pre-bid conference.

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

## 1. **Scope of Bid**

The Procuring Entity, **University of Rizal System** invites Bids for the **Construction and Improvement of Various Facilities at URS Morong and Tanay Campuses**, with Project Identification Number **URS-23-23-011 and URS-23-24-052**.

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 **fund 011 of 2023** in the amount of **Four Hundred Sixty-Two Thousand Seven Hundred Fifty-Eight Pesos and 08/100 Only (₱462,758.08)** and fund 052 of 2023 in the amount of **Eight Hundred Ninety-Nine Thousand Four Hundred Forty-Three Pesos and 82/100 only (₱ 897,846.82)**

2.2. The source of funding is:

**NGA, the General Appropriations Act or Special Appropriations.**

## 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 “P” 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:

**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 **SPMO Conference Room, URS Morong Campus, Morong, Rizal** and through videoconferencing via **Google Meet** 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 special PCAB License in case of Joint Ventures, 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:

**Philippine Pesos.**

## **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 April 9, 2024. 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 15 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***

### **Notes on the Bid Data Sheet (BDS)**

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

# 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:<br><b>Completed Projects on Building Construction and Rehabilitation.</b> |   |  |
| 7.1        | <b>Subcontracting is not allowed</b>  |   |  |
| 10.3       | <b>None</b>   |   |  |
| 10.4       | The key personnel must meet the required minimum years of experience set below:   |   |  |
|            | <b>Lot 1</b>  |   |  |
|            | <b>KEY PERSONNEL</b>  | <b>GENERAL EXPERIENCE</b>                                 | <b>RELEVANT EXPERIENCE</b>   |
|            | Project Manager/<br>Sustaining Technical<br>Employee  | General Construction<br>(At least 5 years'<br>experience) | Previous Job,<br>Internship,<br>Volunteering Work,<br>Freelance Work |
|            | Project Engineer<br>Registered Civil<br>Engineer with valid<br>PRC-ID or Project<br>Architect PRC<br>Registered with valid<br>PRC-ID  | General Construction<br>(At least 5 years'<br>experience) | Previous Job,<br>Internship,<br>Volunteering Work,<br>Freelance Work |
|            | Registered Master<br>Plumber with valid<br>PRC-ID   | General Construction<br>(At least 5 years'<br>experience) | Previous Job,<br>Internship,<br>Volunteering Work,<br>Freelance Work |
|            | Registered Electrical<br>Engineer with valid<br>PRC-ID  | General Construction<br>(At least 5 years'<br>experience) | Previous Job,<br>Internship,<br>Volunteering Work,<br>Freelance Work |
|            | Registered Electronics<br>and Communication<br>Engineer with valid<br>PRC-ID  | General Construction<br>(At least 5 years'<br>experience) | Previous Job,<br>Internship,<br>Volunteering Work,<br>Freelance Work |
|            | Materials Engineer with<br>valid PRC-ID   | General Construction<br>(At least 2 years'<br>experience) | Previous Job,<br>Internship,<br>Volunteering Work,<br>Freelance Work |
|            | Safety Officer with<br>valid PRC-ID   | General Construction<br>(At least 3 years'<br>experience) | Previous Job,<br>Internship,<br>Volunteering Work,<br>Freelance Work |
|            | Foreman   | General Construction<br>(At least 5 years'<br>experience) | Previous Job, Freelance<br>Work, Volunteering<br>Work                |

|  |   |   |
|--|---|---|
| Skilled (Electrician, Plumber, Painter, Etc.)  | General Construction (At least 2 years' experience) | Previous Job, Freelance Work, Volunteering Work             |
| <b>Lot 2</b>   |   |   |
| <b>KEY PERSONNEL</b>   | <b>GENERAL EXPERIENCE</b>                           | <b>RELEVANT EXPERIENCE</b>                                  |
| Project Manager/<br>Sustaining Technical<br>Employee   | General Construction (At least 5 years' experience) | Previous Job, Internship, Volunteering Work, Freelance Work |
| Project Engineer<br>Registered Civil<br>Engineer with valid<br>PRC-ID or Project<br>Architect PRC<br>Registered with valid<br>PRC-ID | General Construction (At least 5 years' experience) | Previous Job, Internship, Volunteering Work, Freelance Work |
| Registered Master<br>Plumber with valid<br>PRC-ID  | General Construction (At least 5 years' experience) | Previous Job, Internship, Volunteering Work, Freelance Work |
| Registered Electrical<br>Engineer with valid<br>PRC-ID   | General Construction (At least 5 years' experience) | Previous Job, Internship, Volunteering Work, Freelance Work |
| Registered Electronics<br>and Communication<br>Engineer with valid<br>PRC-ID   | General Construction (At least 5 years' experience) | Previous Job, Internship, Volunteering Work, Freelance Work |
| Materials Engineer with<br>valid PRC-ID  | General Construction (At least 2 years' experience) | Previous Job, Internship, Volunteering Work, Freelance Work |
| Safety Officer with<br>valid PRC-ID  | General Construction (At least 3 years' experience) | Previous Job, Internship, Volunteering Work, Freelance Work |
| Foreman  | General Construction (At least 5 years' experience) | Previous Job, Freelance Work, Volunteering Work             |
| Skilled (Electrician, Plumber, Painter, Etc.)  | General Construction (At least 2 years' experience) | Previous Job, Freelance Work, Volunteering Work             |
| Attached copies of the Bio data, PRC ID and Certificates.  |   |   |

| 10.5                     | <p>The minimum major equipment requirements are the following:</p> <p><b>Lot 1</b></p> <table border="1" data-bbox="384 255 1401 748"> <thead> <tr> <th>EQUIPMENT</th> <th>CAPACITY</th> <th>NO. OF UNITS</th> </tr> </thead> <tbody> <tr> <td>Concrete Mixer</td> <td>1 bagger mixer</td> <td>At least 1 unit</td> </tr> <tr> <td>Hauling Truck/Dump Truck</td> <td>3 cu.m (min.)</td> <td>At least 1 unit</td> </tr> <tr> <td>Construction Hand Tools</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Painting Tools</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Cutting Tools</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Scaffolding</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Harness</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>PPE</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Thermometer</td> <td>n/a</td> <td>n/a</td> </tr> </tbody> </table> <p><b>Lot 2</b></p> <table border="1" data-bbox="384 822 1401 1312"> <thead> <tr> <th>EQUIPMENT</th> <th>CAPACITY</th> <th>NO. OF UNITS</th> </tr> </thead> <tbody> <tr> <td>Concrete Mixer</td> <td>1 bagger mixer</td> <td>At least 1 unit</td> </tr> <tr> <td>Hauling Truck/Dump Truck</td> <td>3 cu.m (min.)</td> <td>At least 1 unit</td> </tr> <tr> <td>Construction Hand Tools</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Painting Tools</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Cutting Tools</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Scaffolding</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Harness</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>PPE</td> <td>n/a</td> <td>n/a</td> </tr> <tr> <td>Thermometer</td> <td>n/a</td> <td>n/a</td> </tr> </tbody> </table> | EQUIPMENT       | CAPACITY | NO. OF UNITS | Concrete Mixer | 1 bagger mixer | At least 1 unit | Hauling Truck/Dump Truck | 3 cu.m (min.) | At least 1 unit | Construction Hand Tools | n/a | n/a | Painting Tools | n/a | n/a | Cutting Tools | n/a | n/a | Scaffolding | n/a | n/a | Harness | n/a | n/a | PPE | n/a | n/a | Thermometer | n/a | n/a | EQUIPMENT | CAPACITY | NO. OF UNITS | Concrete Mixer | 1 bagger mixer | At least 1 unit | Hauling Truck/Dump Truck | 3 cu.m (min.) | At least 1 unit | Construction Hand Tools | n/a | n/a | Painting Tools | n/a | n/a | Cutting Tools | n/a | n/a | Scaffolding | n/a | n/a | Harness | n/a | n/a | PPE | n/a | n/a | Thermometer | n/a | n/a |
|--------------------------|---|-----------------|----------|--------------|----------------|----------------|-----------------|--------------------------|---------------|-----------------|-------------------------|-----|-----|----------------|-----|-----|---------------|-----|-----|-------------|-----|-----|---------|-----|-----|-----|-----|-----|-------------|-----|-----|-----------|----------|--------------|----------------|----------------|-----------------|--------------------------|---------------|-----------------|-------------------------|-----|-----|----------------|-----|-----|---------------|-----|-----|-------------|-----|-----|---------|-----|-----|-----|-----|-----|-------------|-----|-----|
| EQUIPMENT                | CAPACITY  | NO. OF UNITS    |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Concrete Mixer           | 1 bagger mixer  | At least 1 unit |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Hauling Truck/Dump Truck | 3 cu.m (min.)   | At least 1 unit |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Construction Hand Tools  | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Painting Tools           | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Cutting Tools            | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Scaffolding              | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Harness                  | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| PPE                      | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Thermometer              | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| EQUIPMENT                | CAPACITY  | NO. OF UNITS    |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Concrete Mixer           | 1 bagger mixer  | At least 1 unit |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Hauling Truck/Dump Truck | 3 cu.m (min.)   | At least 1 unit |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Construction Hand Tools  | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Painting Tools           | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Cutting Tools            | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Scaffolding              | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Harness                  | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| PPE                      | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| Thermometer              | n/a   | n/a             |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| 12                       | [Insert Value Engineering clause if allowed.]   |                 |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| 15.1                     | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>₱9,255.16</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit for Lot 1; or</p> <p>b. The amount of not less than <b>₱23,137.90</b> if bid security is in Surety Bond for Lot 1, and</p> <p>c. The amount of not less than <b>₱17,956.94</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit for Lot 2; or</p> <p>d. The amount of not less than <b>₱44,892.34</b> if bid security is in Surety Bond for Lot 2.</p>  |                 |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |
| 19.2                     | <b>Partial bids are allowed, as follows:</b>  |                 |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |           |          |              |                |                |                 |                          |               |                 |                         |     |     |                |     |     |               |     |     |             |     |     |         |     |     |     |     |     |             |     |     |

|    |   |
|----|---|
|    | <p><b>Lot 1 – Construction of RDEP (kiosk) for URS Morong and Tanay Campuses (ABC – P 462,758.08)</b></p> <p><b>Lot 2 – Construction of Guard House at Main Gate and Improvement of the RDEP Building at URS Tanay Campus (ABC 897,846.82)</b></p>  |
| 20 | <b>DPWH Department order no. 30 as of March 29, 2021, and Latest IATF Guidelines.</b>   |
| 21 | Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as 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***

### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

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

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

## 4. The Contractor's Obligations

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

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

## 5. Performance Security

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## **9. Termination for Other Causes**

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

## **10. Dayworks**

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

## **11. Program of Work**

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

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

## **12. Instructions, Inspections and Audits**

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

## **13. Advance Payment**

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

## **14. Progress Payments**

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

## **15. Operating and Maintenance Manuals**

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

15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s

approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

# Special Conditions of Contract

| GCC Clause |   |
|------------|---|
| 2          | <i>[If different dates are specified for completion of the Works by section, i.e. “sectional completion,” these dates should be listed here.]</i>   |
| 4.1        | <i>[Specify the schedule of delivery of the possession of the site to the Contractor, whether full or in part.]</i>   |
| 6          | The site investigation reports are: <i>[list here the required site investigation reports.]</i>   |
| 7.2        | <p><i>[Select one, delete the other.]</i></p> <p><i>[In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures:]</i> Fifteen (15) years.</p> <p><i>[In case of 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:]</i> Five (5) years.</p> <p><i>[In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments, and other similar structures:]</i> Two (2) years.</p> |
| 10         | <p><i>[Select one, delete the other:]</i></p> <p style="padding-left: 40px;">a. Dayworks are applicable at the rate shown in the Contractor’s original Bid.</p> <p style="padding-left: 40px;">b. No dayworks are applicable to the contract.</p>   |
| 11.1       | The Contractor shall submit the Program of Work to the Procuring Entity’s Representative within <i>[insert number]</i> days of delivery of the Notice of Award.   |
| 11.2       | The amount to be withheld for late submission of an updated Program of Work is <i>[insert amount]</i> .   |
| 13         | The amount of the advance payment is <i>[insert amount as percentage of the contract price that shall not exceed 15% of the total contract price and schedule of payment]</i> .   |
| 14         | <i>[If allowed by the Procuring Entity, state:]</i> Materials and equipment delivered on the site but not completely put in place shall be included for payment.  |
| 15.1       | The date by which operating and maintenance manuals are required is <i>[date]</i> .   |

|      |   |
|------|---|
|      | The date by which “as built” drawings are required is <i>[date]</i> .   |
| 15.2 | The amount to be withheld for failing to produce “as built” drawings and/or operating and maintenance manuals by the date required is <i>[amount in local currency]</i> . |

## *Section VI. Specifications*

### **Notes on Specifications**

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying or conditioning their Bids. In the context of international competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of Bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects are useful in this respect. The use of metric units is mandatory. Most specifications are normally written specially by the Procuring Entity or its representative to suit the Works at hand. There is no standard set of Specifications for universal application in all sectors in all regions, but there are established principles and practices, which are reflected in these PBDs.

There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the SCC.

#### **Sample Clause: Equivalency of Standards and Codes**

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted



subject to the Procuring Entity's Representative's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to the Procuring Entity's Representative at least twenty-eight (28) days prior to the date when the Contractor desires the Procuring Entity's Representative's consent. In the event the Procuring Entity's Representative determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

These notes are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final Bidding Documents.

## **GENERAL SPECIFICATIONS AND WORK METHODOLOGY**

### **A. LICENSE AND PERMITS**

*The contractor shall secure from the government agencies all necessary licenses and permits needed to proceed with the construction of the Project.*

### **B. TEMPORARY SIGN**

*The Contractor shall provide suitable sign acceptable to the Owner advertising the work and indicating thereon the names of the Project, the Contractor. The sign layout and the text and location of such sign will be approved by the Owner. No other sign or advertising will be permitted.*

### **C. PROTECTION OF WORK, PROPERTY, AND PERSONS**

- The Contractor shall protect the work of employees, equipment at the Owner 's property and adjacent property from damage for any cause whatsoever, and shall be responsible for any damage or injury (including death) due to his act or neglect. These provisions are solely for the benefit of third persons.*
- The Contractor as, part of the contract shall provide watchmen and erect all planking bridges, bracings, shoring, sheet piling, lights and warning signs necessary for the public. The Contractor shall provide scaffolds, tarpaulins, and similar items as directed by the Project Engineer to protect Owners, equipment and employees and shall, if necessary, seal off his work so as not to interfere with Owner 's business operation.*

#### *Watchmen Service*

- The Contractor shall provide reputable watchmen service or in lieu thereof any approved protective service to guard the construction area against vandalism, theft, and mischief. Such service should be in operation at all hours that the Contractor 's supervisory staff is not in attendance at the site, 24 hours per day and 7 days per week from the date of Contractor starts work until the date of final acceptance of the work under this Contract.*
- Watchmen or approved protective service shall continue uninterrupted during delays in the work such as inclement weather, delays in delivery, and the like. In the event of any official work stoppage of the Project, make immediate arrangements with the Owner regarding watchmen service continuation and cost thereof during the time the work will be stopped. If such official stoppage is found to be due to fault, neglect or improper work performance of the Contractor, or his sub-contractors, the extra cost for watchmen service shall be borne by the Contractor.*

*The Contractor shall be responsible for any injury loss or damage to any presently existing improvements on the premises caused by him or his employees, agents*

*or any sub-contractors, and in the event of such injury, loss or damage shall promptly make such repairs or replacement as required by the Owner without additional cost to the Owner.*

*During the progress of the work the Contractor shall protect all finished work as soon as it is erected and shall maintain such protection until such time they are no longer required.*

#### **D. CLEANING**

- The Contractor shall at all times keep the premises from accumulation of waste materials or rubbish caused by his employees, sub-contractors, or the work. At completion of the work, he shall remove from the building and site all rubbish, scaffolding and surplus materials and shall leave the work broom clean, unless otherwise specified. If the Contractor fails to keep the premises clean, the Project Engineer may remove the waste materials and rubbish; charge the expense of such removal to the Contractor.*
- The Contractor shall thoroughly wash and clean all glass, clean hardware, remove stains, spots, smears, marks and dirt from all surfaces; clean fixtures, wash terrazzo, tile floors and all exposed concrete so as to present clean work to the Owner for acceptance.*

#### **E. PREPARATION OF SITE**

##### **E.1. SCOPE OF WORK**

- Furnish all labor materials, equipment, plant and other facilities and perform all operations necessary to complete the preparation of site shown and hereinafter specified.*
- All work included under this division shall be subjected to the General Conditions accompanying these Specifications. The Contractor for this portion of work is required to refer especially thereto.*

##### **E.2. SURVEY**

- The Contractor shall stake out the building accurately and shall establish grades and after the approval by the Project Engineer shall be secured before further work is commenced.*
- Basic batter boards and basic reference marks as directed by the Project Engineer shall be erected at such places where they will not be disturbed during construction.*

- *Materials shall be stored and work shall be conducted in such manner as to preserve all references approved by the Project Engineer. Reestablishment of lines and grades where necessitated due to negligence of part the Contractor shall be done at the expense of the Contractor.*
- *The Contractor shall construct two (2) permanent benchmarks near the site of construction for the purpose of determining any settlement that may occur during the progress of construction.*
- *The Contractor shall provide all necessary instruments.*

## **F. UTILITIES EXCAVATION**

### **F.1. SCOPE OF WORK**

- *Furnish all materials, equipment, labor, plant and other facilities to complete all utilities excavation work shown on the drawings and hereinafter specified.*
- *All work included under this division shall be subjected to the General Conditions accompanying these Specifications. The Contractor is required to refer especially thereto.*

### **F.2. MATERIALS**

- *Provide all materials, equipment, labor, plant and other fine granular materials as approved. Soil removed in the excavation process may be used for backfill if meeting the above qualifications approved by the Project Engineer.*
- *Make widths of trenches at bottom and above sufficient for working conditions, including bracing, sheeting and shoring if any should be necessary to adequately protect men at work.*
- *For pipe, make trench width at bottom between 30 and 40 cm greater than outside diameter of pipe measured at widest point of pipe.*
- *Make centerline of trench and pipe and structures coincide.*
- *Accurately grade bottom of trench to provide uniform bearings; support pipe on undisturbed soil for each length of pipe.*
- *After grading trench bottom, dig bell holes for bell point pipe. Make bell holes of sufficient size as a minimum to permit accurate caulking work.*

- *Sheet and shore as necessary. Refer to and conform to specifications for such work required in operations for which this section serves as a reference.*
- *Take precautions to prevent over-excavation of earth in trench. For rock abode and like solid materials excavate to a minimum over depth of 10 cm below required for outside of pipe.*
- *Correct over depth excavation due to negligence or faulty work of Contractor or for removal of undesired materials as noticed in paragraph 2.7 above by backfilling with compacted fine granular materials. Stack excavated materials in orderly manner adjacent to work except in street. Stack in manner to divert surface water from running into trench. Remove accumulations of water from trenches by pumping or other approved method.*

## **G. BACKFILLING**

- *Do not backfill until underground piping and conduit have been tested and approved by proper authorities or until Project Engineer authorize backfilling.*
- *Remove bracing, sheeting and shoring before backfilling, except such sheeting as Project Engineer may require in order to be left in place. Cut-off sheeting ordered to be left in place at level of top of pipe.*
- *Backfill entire depth of trench with damp, compacted sand at following locations.*
- *Trenches within limits of building and 91 cm outside foundations.*
- *Trenches under footing, pavements, concrete slabs, sidewalks, utility pipes and other load bearing items and 91 cm beyond.*
- *Spread sand by hand shoveling in layers not more than 15 cm thick and compact to degree or compaction satisfactory to the Project Engineer or his representative but not greater than for fills specified under division SEB, except in streets compact per City Regulations. Carry out spreading and tamping simultaneously in layers.*
- *Backfill all other trenches with ample sand to top of pipe. Earth, sand, clay and gravel, all constitute approved excavated material. Deposit by hand shoveling*

*in 15 cm thick layers until pipe or conduit has a cover of not less than 30 cm, with earth moving equipment. Make ample allowances for settlement.*

- *Use water, but not excessive quantities for setting earth or sand backfill.*
- *Fill settled areas before final inspection and acceptance.*

## **H. EXCAVATION**

- *General*

*Excavation to the lines and elevations are required. Excavation shall comprise and includes the satisfactory removal and disposal of all materials encountered regardless of the nature of the materials. Make excavations sufficiently large to permit placing and removal of forms, installation of weatherproofing, damp proofing and utilities and to permit inspection.*

- *Excavation for Footings*

*Footing subgrades shall be approved before proceeding with construction of piers and footings shall be found on rock or firm understructure at elevations indicated or as shown. Refer to construction notes for required preparations. Subgrades of footings shall be level and free of loose rock, dirt, debris, and standing water prior to acceptance for placing concrete.*

- *Excavation for Paved Areas, Building Slabs and Structural Members in Cut Areas*

*Structural Members: Structural members shall include frame slabs, grade beams utility tunnels.*

*Subgrades: Subgrades shall be approved before proceeding with construction of structural members.*

*The top 12 inch of subgrade resulting from excavation shall be free from unsuitable material and have a minimum moisture when cohesive soil are tested in accordance with ASTM D2049.*

*If the subgrade thus meet the above requirements, compact the subgrade by rolling with suitable compaction equipment to obtain the density specified.*

- *Excavation for General Grading*

*Excavations made below the elevations shown or specified shall be filled and compacted as hereinafter specified for filling and compacting.*

- *Excavation for Paved Areas, Building Slabs and Structural Members in fill Areas*

*Subsection c applies except that no subgrade recompacting will be required.*

## **I. FILLING AND COMPACTION**

- *Fill Materials*

*Materials for fill and backfill shall be in general fill as herein before specified, obtained from the required excavation on site, if acceptable, or from borrow sources.*

- *Utilization of Excavated Materials*

*Suitable excavated materials for fill and backfill as defined in clause 2 and 1 MATERIALS shall be approved. Materials which are suitable for use as fill under exterior slabs and paving and backfill shall be separated from material which is only suitable for general grading.*

- *Borrow*

*Provide additional materials, if required, at no additional cost. Acceptable borrow shall consist of suitable materials.*

- *Placing*

*Place fill materials in horizontal loose layers in such manner as to produce a uniform thickness of materials. Placement shall start in the deepest area and progress approximately parallel to the finished grade. Thickness of layers before compaction shall not exceed 8 inches for cohesive soils. No fill material shall be placed on areas where free water is standing, or on surfaces which have not been approved.*

- *Compaction*

*Compact each layer of fill with equipment to achieve 95 percent of maximum density at optimum moisture when cohesive soils are tested in accordance with ASTM D1557 or 75 percent of relative density when cohesionless soils are tested in accordance with ASTM D2040.*

*In case of cohesive soil, do not compact materials when the moisture content varies more than 3 percent from the optimum moisture content. Maintain moisture content by wetting and drying manipulation. Suspend compaction operation because of rain and other unsatisfactory conditions.*

- *Gravel Fill for Building Slabs*

*Provide completion of foundation walls and removal of forms. Clean the excavation of all trash and debris before application of damp proofing or waterproofing and placement of backfill as hereinafter specified for fill operations. Maintain symmetrical backfill loading and compact each layer by hand tampers or other unsatisfactory conditions.*

- *Do not backfill against foundation or basement walls until compaction or supporting floor construction to top of backfill or to first level above top of*

*backfill. In placing backfill, take special care to prevent wedge action, eccentric or overloading of structure by equipment used in compacting backfill material, and to prevent damage to waterproofing or damp proofing on walls.*

- *Where subsoil drainage system is installed, place backfill so as to prevent any drainage to the system.*
- *Place drainage fill top of felt above footing subsoil drains to within 18 inches of finished grade, except as otherwise shown. Place and compaction as necessary to obtain the required densities under paved areas of general as specified herein.*

## **J.CAST-IN-PLACE CONCRETE**

### **J.1. SCOPE OF WORK**

- *Furnish all labor, materials, equipment, plant and other facilities the cast-in-place concrete as shown and hereinafter specified.*
- *All work under this division shall be subject to the General Conditions accompanying these specifications. The Contractor for this portion of the work is required to refer especially thereto.*

### **J.2. APPLICABLE CODES AND STANDARDS**

- *The Standards and codes applicable to only a portion of the work specified in the section are referenced in the relevant parts of the clauses. Standards and codes, which are generally applicable to the work of this section, are listed hereinafter.*
- *American Concrete Institute*
  - Recommended Practice for Selecting Proportions for Normal Weight Concrete*
  - Recommended Practice for Evaluation of Compression Test Results of Field*
  - Specifications for Structural Concrete for Building*
  - Recommended Practice for Measuring and Placing Concrete*
  - Recommended Practice for Curing Concrete*
  - Recommended Practice for Consolidation of Concrete*
  - Building Code Requirements for Reinforcing Concrete*
- *American Society for Testing and Materials*
  - Making and Curing Concrete Test Specimen in the Field*
  - Compressive Strength of Cylindrical Concrete Specimens*



*Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.*

*Ready Mixed Concrete*

*Slump of Portland Cement Concrete*

*Sheet Materials for Curing Concrete*

*Fresh Concrete Sampling*

*Liquid Membrane - Forming Compounds for Curing Concrete*

*Chemical Admixtures for Concrete*

*Concrete Made by Volumetric Batching and Continuous Mixing*

*Sampling Aggregates*

*Reporting Results of Analysis of Water*

*Performed Expansion Joint Fillers for Concrete Paving and Structural Construction*

*Wire - Cloth Sleeves for Testing Purposes*

- *Federal Specifications*

*Concrete Patching and Leveling Compound*

- *C - E Corps of Engineers*

*Requirements for water for use in Mixing or Curing Concrete*

*Rubber Water stops*

*Polyvinylchloride Water stops*

*Expansive Grout*

## **K. PLACING CONCRETE**

- *Sequence of Concrete Placement*

*To control shrinkage defects placement of concrete for floors shall follow a checker board pattern. Joints line shall cross within middle third of beams, girders, and short spans of slabs, unless otherwise allowed by Project Engineer. Contractor shall submit a construction joint layout and sequence of concrete placement for approval of Project Engineer.*

- *Preparation of Placing*

*Excavation of forms shall be clean, free of debris of foreign materials. Reinforcement and embedded items shall be secured in position and shall be inspected and approved before placing concrete. Runways shall be provided for wheeled concrete handling equipment. Such equipment shall not be wheeled over reinforcement nor shall runways be supported on reinforcement.*

- *Placing Procedures*

*Concrete shall be delivered from central plant of final deposit in a continuous manner in the time interval specified and without segregation or loss of*

*ingredients. Placing shall be suspended when the sun, heat, wind, or limitation of facilities furnished by Contractor prevents proper finishing and curing of concrete. Concrete shall be placed in forms or excavations as close as possible in final position, in uniform approximately horizontal layers not over 12 inches deep unless otherwise directed. Concrete shall not be allowed to drop freely more than 5 feet in unexposed work nor 3 feet in exposed work. For greater drop trunks or other approved means shall be employed. Conduits and pipes shall not be embedded in concrete unless specifically indicated or specified.*

- *Transformation Time Interval*

*Concrete mixed in central plant and transported by non-agitating equipment shall be placed and transported in the forms in 60 minutes.*

- *Placing in Hot Weather*

*Hot weather placing shall be in accordance with recommended practice of ACI 305, except that air temperature, reinforcement and form temperature exceeding 35 degrees C concreting shall be controlled as follows:*

*Concrete temperature during mix, transporting and placing shall not exceed 32 degrees C otherwise approved by the Project Engineer.*

*Reinforcing Steel and Forms shall be protected from direct sunrays and shall be cooled with water immediately before concrete placing so that concrete temperature specified can be maintained.*

*When cold joints tend to form or where surface set and dry too rapidly or plastic shrinkage cracks tend to appear, concrete shall be kept moist by sprays applied shortly after placement and before finishing.*

- *Conveying Concrete*

*Concrete may be conveyed by chute, conveyor, or pump if so approved by the Project Engineer. Aluminum chutes or pipelines shall not be used in conveying concrete. Approval will not be given for chutes or conveyors requiring changes in the concrete design mixed for desired operation.*

## **L. SLABS ON GRADE**

- *Subgrade under slabs within the building shall be covered with vapor barrier. Edge shall be lapped by not less than 6 inches and seal a pressure sensitive tape not less than 2 inches wide, compatible with the membrane. Concrete shall be placed continuously so that each unit of operation will be monolithic in construction. Concrete shall be placed in alternate checkerboard pattern terminating at crack control joints or maybe limited by expansion and construction joints. Cracks control joints shall be expansion control, or construction joints.*

- **Control Joints**

*Control Joints shall be performed by an insertion of hard-pressed fiber guard strips inserted in plastic concrete. The joints shall be 1/8-inch-wide and depth equal approximately 1/4" of the slab thickness, unless otherwise indicated on the drawings.*

- **Sealing**

*Concrete joints shall be filled with joint sealant except where floor covering is required.*

## **M. CONCRETE REINFORCEMENT**

### **M.1. SCOPE OF WORK**

- *Furnish all equipment, labor, plant and other facilities to complete the concrete reinforcement as shown on the drawings and herein specified.*
- *All work included under this division shall be subject to the General Conditions accompanying these specifications. The Contractor is required to refer especially thereto.*

### **M.2. APPLICABLE CODES AND STANDARDS**

- *The Standards and codes applicable to only a portion of the work specified in this section are reference in the relevant parts of clauses. Standards and codes which are generally applicable to the work of this section are listed hereinafter.*
- *ACI - American Concrete Institute*  
*Manual of Standard Practice for Detailing Reinforced Concrete Structures*  
*Building Code Requirements for Reinforced Concrete*
- *ASTM - American Society for Testing and Materials*  
*A185 Welded Steel Wire*  
*Fabric for Concrete Reinforcement*  
*A615 Deformed and Plain Billet - Steel Bars for Concrete Reinforcement*
- *CRSI - Concrete Reinforcing Steel Institute*  
*Manual of Standard Practice Placing Reinforcing Bars*
- *AWS - American Welding Society*  
*Reinforcing Steel Welding Code*

## **N. MASONRY WORK**

### **N.1. SCOPE OF WORK**

- *Furnish all labor, materials, equipment, plant and other facilities and perform all operations on necessary to complete the Masonry Work requirements hereinafter specified.*
- *All work under this Division shall be subject to the General Conditions accompanying these specifications. The Contractor for this portion of the work is required to refer specifically thereto.*

### **N.2. MATERIALS**

- *Concrete Hollow Blocks: Shall be "Jackbilt", "Rockbilt" or approved equivalent. Minimum face shell thickness shall be 1" Nominal face 7" x 17" normal thickness shown. Hold all units in storage for a period of not less than 28 days (including curing period) and do not deliver prior to that time unless strength and other test indicate compliance with this specification.*
- *Mortar Aggregate: Natural river sand, clean free from soluble salts and organic matter, grades from fine to coarse, compatible with the thickness of joints in which used.*
- *Cement: Shall be Portland cement or approved equal.*
- *Mortar:*

*General: Mix mortar from 3 to 5 minutes in such quantities as are needed for immediate use. No tempering will be permitted on mortar stiffness because of premature setting. Discard such materials, as well as those that have not been used within one hour after mixing.*

*Proportioning: Cement mortar shall be one (1) part Portland Cement and two (2) parts sand by volume but not more than one (1) Portland cement and three (3) parts sand by volume.*

### **N.3. HANDLING AND STRUCTURE**

- *Take care in handling masonry units to avoid chipping and breakage. Locate storage piles and stacks so as to avoid being disturbed. Barricade to protect from damage by construction operation. Stack masonry units, reinforcement and other materials on wood blocking above ground.*

### **N.4. SCAFFOLDING**

- *Provide all scaffolding required for masonry work, including cleaning down on completion, remove.*

## **N.5. SAMPLES AND TESTING**

- *Sample blocks shall be taken at random from every one thousand (1,000) blocks delivered. Average strength of concrete hollow blocks shall not be less than 800 lbs. per square inch. Test shall be at the expense of the Contractor.*

## **N.6. CUTTING AND PATCHING**

- *Consulting other trades in advance of masonry work and make provision for installation of their work to avoid unnecessary cutting and patching. Experienced masons shall do all cutting and patching.*

## **N.7. HOLLOW METAL FRAMES**

- *Fill jamb of all pressed steel hollow frames occurring in masonry walls with mortar and carefully point all joints between metal frames and adjacent masonry and other construction.*

## **N.8. WALL FLASHING**

- *Build in wall flashing at base of cavity wall formed to exclude water, bended in and covered with mortar. Keep joints to a minimum but where necessary, lap 6" and seal with plastic cement.*

## **N.9 LAYING CONCRETE BLOCKS**

- *Lay units in common bond with uniform coursing and jointing. All concrete block joints shall be uniform thickness, approximately 3/8 tooled concave where exposed and flush cut where concealed, making 16' x 8' course. Butter vertical and horizontal joints full with mortar.*

*Bond courses at corners and intersection and tie to abutting walls as per TRU-LOK Specifications.*

*Reinforce concrete block walls continuously in two (2) consecutive courses below openings; using TRU-LOK shall be provided at every 16" of vertical wall height for load bearing walls. Lay units' full thickness of partition from floor slabs to height shown, and where necessary cut.*

## **O. ROOFING WORKS**

### **O.1. SCOPE OF WORK**

- *All work included under this division shall include all labor, equipment, plant and other facilities and the satisfactory performance of all work necessary to complete all the roofing works as shown on the drawings and hereinafter specified.*

- *All work included under this division shall be subject to the General Conditions accompanying this specification. The Contractor for this portion of the work is required to refer especially thereto.*

## **O.2. ROOFING MATERIALS**

- *All roofing materials including accessories will be supplied by the Contractor.*

## **O.3. INSTALLATION**

- *Lay roofing sheets as per manufacturer 's recommendations with overlaps oriented following storm wind direction. Manufacturer's installation details.*
- *All roofing works shall be done by experienced tinsmiths known to the Contractor.*
- *Rat proofing works shall be in accordance with ordinances of the National Building Code and its Implementing Rules.*
- *All welded and soldered connection in the roofing shall be painted by red oxide paint.*
- *Provide 3" Ø PVC downspout.*
- *Put sealant on installation of roofing.*

## **O.4. GUARANTEE**

- *Furnish guarantee to the owner as per requirements of the general conditions for period of one year after date of final acceptance.*

## **P. PAINTING WORKS**

### **P.1. SCOPE OF WORK**

- *Furnish all labor, materials, equipment, plans and facilities to complete all painting and varnishing as shown and hereinafter specified.*
- *The Contractor shall examine the specification for the various other trades and shall thoroughly familiarize himself with the items and surfaces of work to be included.*

- *All work included under this division shall be subject to the General Conditions accompanying these specifications. The Contractor for this portion of work is required to refer especially thereto.*

## **P.2. GENERAL**

- *This work includes interior and exterior painting and finishing of all items as required producing a finished painting job throughout all of the areas affected by work under this contract, except items which are specifically excluded.*
- *Complete color scheme for the painting of the building (exterior and interior) shall be furnished by the Project Engineer to the Contractor. Color schemes samples required by these specifications and/or by the Project Engineer shall be submitted by the Contractor for approval at his expense.*
- *All exposed work shall be protected while the building is being painted. The floor steps and all other surfaces not to be painted shall be well protected during painting by sufficient covers. Any stains, dirt, smear, etc. shall be removed by the Contractor to the satisfaction of the Project Engineer.*

## **P.3. INSPECTION OF SURFACES**

- *The Contractor shall inspect all surfaces to be painted and all defects shall be remedied before starting work. Commencing of work by the Contractor indicates his acceptance of the surface.*
- *No work shall be started unless the Contractor shall have made certain as to the dryness of surfaces. Tests shall be made, in the presence of the Project Engineer or his representative, to verify dryness of surfaces to be painted.*

## **P.4. PREPARATION OF SURFACE**

- *All concrete shall be allowed to weather for two months or use liquid acidic substance that is to be mixed with water to neutralize lime activity in new masonry surfaces before painting.*
- *Clean all surfaces to be painted and varnished off loose dirt and dust before painting is started. Do the customary amount of sanding in the Project Engineer's opinion to produce a surface suitable to receive paint or varnish.*
- *Inspect all surfaces with regards to their suitability to receive a finishing. In the event of imperfection due to materials or workmanship appear on any surfaces after the application of the paint, the cost of any correction shall be borne by the Contractor. Damages to any painted or varnished finish due to carelessness or negligence of others shall be corrected.*

- *Touch all knots, pitch streaks and sappy spots with shellac or other approved sealer. Apply concrete neutralizer on new plastered concrete to neutralize the acidity present in cement. Apply patching compound on nail holes cracks, uneven portion, etc. to attain the desired smooth wall finish.*
- *Wash all metal surfaces with benzene, mineral spirits, or detergent to remove any dirt or grease before applying materials. Where rust or scale is present, wire brush or sandpaper cleans before painting. Where shop coats of paint have become marred clean, and touch up with a compound designed for this purpose, or approved acid solution before applying the first coat of paint.*
- *Prepare masonry surfaces to be painted by removing all dirt, dust, oil and grease stain sand efflorescence. The method of surface preparation shall be left to the discretion of the Contractor provided that the result is satisfactory to the Project Engineer. Masonry surfaces to be painted shall be free from alkali and thoroughly dry before paint is applied.*
- *Before applying succeeding coats, primers, and undercoats shall be completely integral and performing the function for which they are specified. Properly prepare and touch up all scratches, abrasions, or any other disfigurement and remove any foreign matter before proceeding with the following coat.*
- *Do not apply final coat on interior work until after others are finished with their work in any given area in normal sequence and all materials and debris removed, and the premises left in satisfactory broom clean condition as approved.*
- *Remove or protect hardware, hardware accessory plates, lighting, fixtures and similar items placed prior to paintings or remove protection upon completion of each space. Disconnect equipment adjacent to walls where necessary move to permit painting of all wall surfaces, and following completion of painting, replace and reconnect.*
- *Paint the backsides of access panels, removable or hinged covers and the like.*
- *All wood shall be sanded lightly with #100 Sandpaper between coats. Paint coats shall be thoroughly dry before sanding.*

#### **Q. STEEL DOORS AND FRAMES**



### **Q.1. SCOPE OF WORK**

- *Furnish all materials and equipment and perform labor required to complete solid panel doors.*

### **Q.2. MATERIALS**

- *Cold-rolled steel sheets must be commercial quality carbon steel, complying with ATM A-366 and ASTM A-568. Galvanized steel sheets zinc-coated or zinc-iron alloy coated carbon steel sheets of commercial quality, complying with ASTM A526, with ASTM A653, G-60 zinc coating, and mill phosphatized (use for all exterior units). Supports and anchors must be not less than 18-gauge galvanized sheet steel. Inserts, bolts, and fasteners hot-dip galvanized for exterior walls.*

### **Q.3. SAMPLES**

- *Submit sample corner sections of steel doors and frames for approval of the Project Engineer.*

## **R. TILE WORKS**

### **R.1. SCOPE OF WORK**

- *Furnish materials equipment and perform labor required to complete all types of tile works.*
- *Samples*  
*Submit samples of floor and wall tiles including all required moldings.*

### **R.2. EXECUTION**

- *Application of scratch coat.*

*Thoroughly dampen but not saturated, surfaces of masonry or concrete walls before applying the scratch coat. Make surface areas appear slightly damp. Allow no free water on the surface.*

*On masonry, first apply a thin coat with pressure, then bring it out sufficient to compensate for the major irregularities on the masonry surfaces to a thickness of not less than ¼ inch at any point.*

*Evenly rake scratch coats, but not dash coats, to provide good mechanical key for subsequent coats before the mortar applied by dashing until it has hardened.*

*On surfaces not sufficiently rough to provide good mechanical key, dash on the first coat with whisk brown or otherwise disturb mortar applied by dashing until it has hardened.*

- *Floor Tile Installation on Tile Adhesive*

*Before spreading the setting bed, establish lines of borders and center the field work in the both directions to permit the pattern to be laid with a minimum of cut tiles.*

*Clean concrete sub-floor then moistens but not soaked. Spread the adhesive mortar at a time using notched trowel.*

*Fix tiles immediately within the adhesive's open time.*

*Lay tiles from centerlines outward and make adjustment at walls.*

*Adjust and align to attain the desired height and slope.*

*Put plastic spacer to maintain the straight grout lines.*

- *Wall Tile Installation on Tile Adhesive.*

*Before application of adhesive mortar, clean and dampen the concrete surface.*

*Use temporary or spot grounds to control the thickness of the adhesive mortar bed. Fill out the adhesive mortar bed even with grounds and rod it to a true plane.*

*Apply the tile adhesive mortar bed over an area no greater than can be covered with tile while the coat is still workable.*

*Allow no single application of adhesive mortar to be ¼ inch thick.*

*Press tiles firmly into the bed and beat into place within one hour.*

*Put plastic spacer to maintain the straight grout lines.*

- *Grouting*

*After tile has sufficiently set, force a maximum of grout into joints by trowel, brush or finger application*

*Before grout sets, strike or tool the joints of cushion-edge tile to the depth of the cushion.*

*Fill all joints of square-edged tile flush with the surface of the tile. Fill all gaps and slips.*

*During grouting, clean all excess grout off with clean burdock, cloth or sponge.*

- *Cleaning*

*Sponge and wash tile thoroughly with clean water after the grout had stiffened. Then clean by rubbing with damp cloth or sponge and polish*

*Clean with dry cloth.*

## **S. RESILIENT TILE FLOORING**

### **S.1. SCOPE OF WORK**

- *Unless otherwise specified, the Contractor shall furnish all materials, tool, equipment, apparatus, appliances, transportation, labor, supervision, management and incidentals necessary and required for the completion and satisfactory performance of work in strict accordance with this section of the Specifications and the applicable drawings, subject to terms and conditions of the Contractor.*

### **S.2. PRODUCTS**

- *Vinyl Tiles*  
*Details and color schemes to be determined by Project Engineer.*
- *Tile Adhesive*  
*As manufacturer's specifications.*
- *Floor Divider Strips*  
*Heavy top strips, brass ¼ inch top thickness with an offset or projection below the top of the strip and extending it from one side.*

### **S.3. EXECUTION**

- *Preparation of Surface*  
*Clean the floor thoroughly of all dirt, grease, paint drops, etc. leaving a surface suitable for the installation of the vinyl tile. The resulting concrete surface therefore, shall be smooth, even thoroughly dry and clean, before a layer of the manufacturer's adhesive is laid to receive the tile in accordance with the manufacturer's primer.*

*If the Project Engineer so requires, because of the concrete surface conditions, the manufacturer's primer shall prime the concrete surface.*

- *Laying Vinyl Tile Workmanship*  
*The vinyl tiles shall be laid according to details and color scheme approved by the Project Engineer and shall be carefully matched and the seams cut. All seams and edges shall be cemented carefully snug fit with the manufacturer's adhesive for the purpose. The surface of the finish floor shall be left smooth, clean and in first class condition.*

*Only experienced men shall be employed in this work.*

*All borders shall follow the line of the permanent fixtures and the width of the border may vary to allow for variations in the dimensions of rooms, size of tiles and design selected. The tiles shall but against the base floor level. Approved metal moldings shall be provided at door openings and such points where so required.*

*Do not begin work until work of other trades including painting has been completed.*

- *Floor Divider Metal*

*Floor divider strips (heavy top strip), ¼ inch thickness with an offset or projection below the top of the strip and extending from it on one side, shall be laid straight and true between vinyl tile flooring and other floor finishes like cement, terrazzo, granolithic, tile, etc. This projection provides a bearing surface for a vinyl tile and brass strips to the flush. Where jointing occurs at door openings, strips shall be set directly under center of doors.*

- *Cleaning, Waxing, and Polishing*

*At completion of the work, the Contractor shall clean all vinyl tile works, remove all cement dirt or other foreign substances.*

*Apply two (2) coats of water emulsion wax and polish each coat to produce a well-polished finish.*

*Do not permit traffic on finished floors unless they are protected with heavy papers.*

- *Adjustments*

*The installation shall be thoroughly inspected and all necessary adjustment shall be made within one-month time.*

*Tiles that have not “seated” in level glance with surrounding tiles shall have heat applied locally or quickly rolled to surrounding floor tile level. Repair tile showing minor fracture, shall have heat locally applied and then quickly rolled.*

*Tiles showing broken corners or fracture line entirely across their surface shall be warmed and then removed. Substitute new tile of same color and thickness.*

## ***Section VII. Drawings***

*[Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section, or annexed in a separate folder.]*

## ***Section VIII. Bill of Quantities***

### **Notes on the Bill of Quantities**

#### **Objectives**

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

#### **Daywork Schedule**

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

**Signature Box**

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.



## ***Section IX. Checklist of Technical and Financial Documents***

### **Notes on the Checklist of Technical and Financial Documents**

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

# Checklist of Technical and Financial Documents

## I. TECHNICAL COMPONENT ENVELOPE

### *Class "A" Documents*

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### Technical Documents

- (b) 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**
- (c) 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**
- (d) Special PCAB License in case of Joint Ventures **and** registration for the type and cost of the contract to be bid; **and**
- (e) 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**
- (f) Project Requirements, which shall include the following:
  - a. Organizational chart for the contract to be bid;
  - b. 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;
  - c. 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**
- (g) 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.

#### Financial Documents

- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

### *Class "B" Documents*

- (i) 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**

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

### *Other documentary requirements under RA No. 9184*

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) Cash Flow by Quarter.

